

COLLECTIVE AGREEMENT

B E T W E E N:

WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE
(hereinafter referred to as "the Employer")

A N D:

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

Expiry: March 31, 2011

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Waterloo Wellington CCAC and the Ontario Nurses' Association. It provides means for the settlement of grievances and for the final settlement of disputes. The parties will work co-operatively to provide the best possible community health services.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all Case Managers, all Client Service Assistants in Waterloo, all Placement Coordinators, Education Coordinators, Long Term Care Coordinators, Psycho-Geriatric Resource Consultants, Specialised Geriatric Support Coordinators, Nurse Practitioners and Hospice Palliative Consultants employed by the Waterloo Wellington CCAC, save and except Supervisors and persons above this classification and students.

ARTICLE 3 - MANAGEMENT RIGHTS

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

Employer's operations and the increase or decrease in employment arising therefrom, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.

ARTICLE 4 – DEFINITIONS

4.01 Full-Time

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

4.02 Temporary Full-Time

A temporary full-time employee is someone 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 assignment will require her to leave her current assignment before the end of the fixed term or task.

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

4.03 Regular Part-Time

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

4.04 Casual Part-Time

A casual employee is someone who:

1. Does not have any guaranteed hours of work;
2. May be called to work as and where required;
3. Has no regular scheduled hours on an on-going basis, but will appear on the posted schedule whenever possible;

In addition a casual employee may work for a fixed term or task that will not exceed:

- (a) six (6) months for the purpose of filling a vacant position that has been posted,

- (b) six (6) months if the hours of work are full time,
- (c) twelve (12) months if replacing a regular part-time employee absent on leave, or in another term position, unless the parties agree otherwise in writing.

The Employer shall not use the casual employees for the purpose of restricting the number of regular full-time or regular part-time positions. Casuals performing assignments, that were not first offered to other bargaining unit members, on the basis of seniority, may not rely on "qualifications" gained from that work in any future job postings.

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 by the Union by reason of race, creed, colour, marital status, sex, sexual orientation, nationality, ancestry, place of origin, residence, age, political or religious affiliation, disability, or other factors not pertinent to the employment relationship.
- 5.03 The Union and the Employer agree to abide by the Ontario *Human Rights Code*.
- 5.04 The parties agree that they are committed to a harassment free environment, addressing discrimination and harassment issues in a timely and effective manner. The Employer will develop policies with respect to harassment. These will be reviewed with the employee during her or his orientation period. These policies and processes will be reviewed by the Union/Management committee.
- 5.05 Should the Employer require existing employees to obtain a Criminal Reference Check, the Employer will pay the cost of the Criminal Reference Check. The request will abide by the Human Rights Code. Employees will cooperate with the Employer in providing consent to release information to a third party working on behalf of the CCAC to obtain the Criminal Reference Check.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Labour Relations Act, R.S.O. 1970, Chapter 232 as amended.

ARTICLE 7 – UNION SECURITY

7.01 Union Dues and Membership Lists

The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has insufficient unencumbered earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has sufficient unencumbered earnings within that month. The Union shall notify the employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted. The Employer will provide the following information to the Union with the dues remission:

- Name of the organization
- Dues per member
- Total of all dues submitted
- Arrears or adjusted amounts
- Social Insurance Numbers
- Classification
- Terminations
- Leaves of absence exceeding 30 days, including type of leave
- Newly-hired employees
- Addresses of all current members (at least annually)

Where possible, the Employer will provide these reports in the format requested by the Union.

The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

7.02 T-4 Slips

The Employer shall include on each employee's T-4 slip the amount of monies deducted in the previous year, and remitted to the Union, for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

7.03 Indemnification

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

7.04 New Employees:

A Union representative shall be given an opportunity to meet with each newly hired employee within regular working hours and without loss of pay for a maximum of fifteen (15) minutes for the purpose of discussing the benefits and duties of Union membership.

- 7.05 It is understood that refusal by the Union to accept an employee as a member or to continue an employee's membership or refusal of an employee to join or continue membership in the Union will not necessarily be cause for dismissal by the Employer.
- 7.06 The Employer will provide newly hired employees a copy of the Collective Agreement.
- 7.07 The Employer will notify the Bargaining Unit President in writing, monthly, of the names and classifications of all new employees hired the previous month as well as any change in status of existing employees.
- 7.08 Union Activities
- No employee will conduct Union activities on the Employer's premises except as specifically permitted by this Agreement or with the permission of the Executive Director or designate.

ARTICLE 8 - REPRESENTATION AND COMMITTEES

The Employer agrees to recognize the following representatives of the Union:

- 8.01 In the event that a bargaining unit member is a member of the Union's CCAC Central Bargaining Committee, where the Employer is also a participant, then the employee will not lose service or seniority, and the Employer will pay for the scheduled time missed for meetings with the Employer Negotiating Committee up to and including conciliation. Such leave shall not be included in any leave totals.
- 8.02 A Local Negotiating Committee, that shall be composed of not more than four (4) Union members.
- 8.03 Meetings of a Union/Management Committee comprised of maximum of six (6) employees and an equal number of Employer representatives may be held as required at times to be mutually arranged, but not normally more often than once a month.
- 8.04 A Grievance Committee, that shall be composed of not more than four (4) Union members.
- Not more than three (3) Union Representatives to assist employees in the presentation of any complaints or grievances that may arise if the Union representatives' assistance is requested by the allegedly aggrieved employee.
- 8.05 Under the Occupational Health and Safety Act, there is to be an Occupational Health and Safety Committee, to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.

- 8.06 The Union shall have the right at any time to have the assistance of a representative or a consultant of the Ontario Nurses' Association.
- 8.07 The Union will provide the Employer with the names of its officers, committee members and Union representatives and shall keep such lists up-to-date at all times.
- 8.08 The Union acknowledges that the Union representatives and any committee members will be required to perform their regular duties and will not leave their regular duties without first obtaining permission from their immediate Supervisor, and will report back to their immediate Supervisor upon their return. Any Union representative who is granted time off during their regular work period to adjust a grievance or possible grievance, or meet with the Employer's representatives on Union business, including negotiations, shall be paid for such time at their regular rate, not to exceed their regular daily hours of work.
- 8.09 It is recognized that the Labour Relations Officer is the signing authority on any and all documents related to bargaining unit matters.
- 8.10 Correspondence
- All correspondence between the parties shall pass to and from the Executive Director or designate and the Bargaining Unit President with a copy going to the LRO of the Union.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 The parties to this agreement believe it is important to respond to complaints and grievances as quickly as possible as provided for herein. The employee or the Union shall first discuss any individual complaint informally with the Supervisor at the first opportunity.
- 9.02 A grievance is a dispute that arises between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, such dispute shall be brought to the attention of the other party as a complaint within fourteen (14) calendar days of the issue giving rise to the complaint.
- Grievance transmittals shall take place between the bargaining unit representative and the Human Resources Manager.
- 9.03 Once a complaint is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. The Union's Labour Relations Officer is entitled to attend such meetings at the request of either party.
- 9.04 (a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party within fourteen (14) calendar days of its intent to forward the matter to arbitration. Such notice shall contain the name of the first party's appointee to an

Arbitration Board. Where such written notice is post-marked within twelve calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The nominees shall agree on the selection of a Chair in accordance with 9.07.

- (b) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.

9.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in 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.

9.06 Within ten (10) calendar days of the receipt of notice referred to in Article 9.04 above, either party may require a process for a sole arbitrator, selected from the panel set out in Appendix "B", where the grievance concerns:

- (a) a job posting
- (b) A short term layoff
- (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.

9.07 Once appointed the Arbitration Board shall have all the powers and shall conduct the proceeding under Section 50 of the Labour Relations Act to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 9.12.

The parties agree that presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

Article 9.14 will apply to this Article, except where specifically modified by this Article.

The parties agree that Chairpersons under this mechanism shall be agreed from the names on Appendix "B" attached. Failing agreement, a Chairperson will be appointed from Appendix "B" who resides closest to the geographic location of the Employer's head office.

- 9.08 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 9.09 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 9.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.11 The Board of Arbitration shall have the authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may take such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any action relating to the grievance in question.
- 9.12 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 9.13 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half of the expenses and fees of the Chairperson.
- 9.14 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subjected to same limitations as a Board of Arbitration.
- 9.15 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- 9.16 An employee who is to be released, terminated, disciplined, suspended or discharged has the right to have a Union Representative present. The Employer shall notify her that a Union Representative will be present before the start of the formal meeting in cases of release, termination, suspension or discharge.
- 9.17 If there is a disagreement about the status of an employee, as determined by the Employer, the matter may become the subject of a grievance.

ARTICLE 10 – PROFESSIONAL RESPONSIBILITY

10.01 In the event that the Employer assigns a workload to an individual worker or group of employees, such that he/she or they have cause to believe that he/she or they are being asked to perform work of a quality or in a manner that is inconsistent with proper standards, he/she or they shall:

Notify the Manager in writing within ten (10) calendar days of the alleged improper assignment. The chairperson of the Union Management Committee shall convene a meeting of the committee within ten (10) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

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.

Where the parties have not resolved the issue(s) raised in the complaint three (3) months after the workload complaint was filed, or where one or both of the parties feel that progress toward a solution is not being made despite attempts to do so in good faith, then either of the parties can inform the other of its desire to involve a third party dispute resolution expert who will attempt to mediate a resolution. Such individual will be agreed to by the parties within a period of thirty (30) calendar days from the date notice is filed of desire to use an outside person. Such person shall convene a meeting as soon as is possible to commence the mediation process.

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.

10.03 The Employer agrees that the Union can make submissions in respect of staffing issues at the Union Management Committee during the budget development process.

10.04 Caseload

In the event a workload measurement tool is developed the Employer will provide as much notice as is reasonable and possible to the local union of the implementation date and the method and parameters of implementation.

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

ARTICLE 11 – PERSONNEL FILE AND DISCIPLINE

- 11.01 Any letter of reprimand, suspension or other sanction or counselling letter 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 eighteen (18) months. If there is another reprimand, suspension or sanction during the eighteen (18) month period, the prior reprimand, suspension or other sanction shall remain on the employee's record for the duration of the period pertaining to the new discipline.
- 11.02 Notice of the discharge shall be forwarded to the employee by registered mail to the last known address on file with the Employer, with a copy to the Grievance Chair. Where an employee is discharged verbally, the above notification will be sent to the employee and Grievance Chair.

ARTICLE 12 – SENIORITY & SERVICE

12.01 Seniority & Service

- (a) Seniority and service will be based on last date of hire for full-time employees and will accrue on the basis of hours paid for part-time employees.
- (b) One year of full time service and seniority shall be equivalent to (fifteen hundred hours, 1500 hours) paid hours of part-time service and seniority.
- (c) Casual employees will accrue seniority and service on the same basis as regular part-time employees. Casual employees will be treated as regular part-time for all other purposes under the collective agreement except that they will have no bumping rights and except as may be modified elsewhere in the Collective Agreement.
- (d) Seniority shall be a factor used in determining lay-off and recall rights, job posting, vacation preference and other non-compensation matters. Seniority will be determined by the most recently posted seniority list.
- (e) Service is used to determine pay level (i.e. salary progression), sick leave credits, vacation pay, statutory holiday entitlement and any other compensation issues.
- (f) Seniority shall be interchangeable from full-time to part-time and vice-versa, subject to the conditions as set forth in this Collective Agreement.

12.02 Conversion

It is understood that when a part-time employee's seniority and service is converted to full-time the conversion date shall not predate the employee's most recent date of hire.

12.03 Probationary Period/Probationary Employee

(a) A full time employee shall be considered as probationary employee for a period of eight hundred twenty-five (825) hours from her date of hire. All other employees shall have a probationary period of eight hundred twenty-five (825) hours or six (6) months whichever is lesser. During such period she shall be subject to ongoing assessment which shall be reviewed regularly with the employee and may be released at any time following the second assessment without recourse to the grievance and arbitration procedure except where such access is required by statute.

(b) Classification Transfer

In the event that employees who have not completed their probationary period transfer to another classification such employees must complete both the probation period remaining (as outlined in the applicable sections of existing clause 12.03 (a) and the trial period (as outlined in existing clause 13.05). Both the remaining probation period and trial period shall run concurrently.

12.04 Seniority List

The Employer shall maintain a seniority list showing the effective seniority date and date of hire and classification for each permanent employee. An up-to-date copy of this list will be given to the Union by the first of March and September of each year reflecting seniority status as of December 31st and June 30th respectively. Employees shall have ninety (90) calendar days from the date on the seniority list to notify the Senior Manager, Labour & Employee Relations or designate, in writing, of any errors etc. to changes or additions noted since the previously posted list. The seniority list shall be posted on a bulletin board at all sites.f13.05

12.05 Effect of Absence

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

- (a) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, provided that she pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (a).
- (c) Benefits will accrue from the date of return to employment following such leave of absence.

- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, sick leave credits, vacation credits or any other benefits under any provision of the collective agreement or anywhere else will not accumulate, but will remain fixed at the amount held at the commencement of the application of this article.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or Worker's Compensation. It is understood that the obligation of the employer to pay its share of the health and welfare benefits while an employee is on Worker's Compensation shall continue only so long as the employment relationship continues or thirty months, whichever occurs first, unless prohibited by legislation.
 - i) In cases of absences for pregnancy and parental leave and care leave under the *Employment Standards Act*, clause (b), (d) and (e) will apply immediately upon the expiration of the statutory leave.
- (g) It is understood that an employee who chooses to continue benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (h) For purposes of clarity, employees in receipt of short-term disability payments are on a leave with pay and are, therefore, not subject to the "effect of absence" clause.

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

12.06 Seniority shall be lost and employment terminated:

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

- (f) When an employee uses a leave primarily for a purpose other than that for which it was granted;
- (g) When an employee fails to return to work in accordance with Article 14 upon receipt of notice of recall from layoff sent by registered mail to the employee's last known address;
- (h) When a casual employee does not make themselves available for work for a period of six (6) months or more unless on an approved leave of absence or such non-availability is related to disability.

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

12.07 Transfer Outside Bargaining Unit

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

12.08 Random Draw

Where the length of seniority is the same, a random draw will decide the most senior employee.

ARTICLE 13 - JOB VACANCIES

- 13.01 Where a position is posted, the posting shall include the following information: Full Time or Part Time Status; Job Title; Office Location; Initial Hours of Work; Initial Assignment.
- 13.02 Incumbents applying for another posted position within six (6) months from the date they commenced work in their present position need not be considered for such position, at the Employer's option.
- 13.03
 - (a) Permanent and temporary job vacancies will be posted for not less than five (5) work days, excluding the day of posting, prior to filling of the position. Such notices will be posted in each of the area offices. An application-for-transfer system will be established.
 - (b) In cases where qualifications, ability and competence are equal, seniority will be a deciding factor when decisions are made with regard to promotion and transfer.
 - (c) The most senior applicant may request a written explanation why she was not selected by submitting a written request to the Senior Manager,

Labour & Employee Relations or designate within five (5) work days of being notified of being unsuccessful.

- (d) Temporary vacancies, such as those caused by an employee's absence owing to accident, injury, illness, leaves of absence and temporary transfer known to be of six (6) months' duration shall be posted as (a) above.
- (e) Full time employees need not be considered for temporary vacancies of less than twelve (12) months.

13.04 Temporary Assignments

The Employer may temporarily assign an employee to a position which qualifies for posting as above, until the posting and/or external procedure has been complied with, and arrangements have been made to place the successful applicant in the permanent position.

13.05 Trial Period

If the incumbent proves unsatisfactory to the Employer during the trial period of up to forty (40) work days or such longer period as may be mutually agreed upon in writing between the Senior Manager, Labour & Employee Relations or designate, and the Union, they shall be returned to their former position without loss of seniority, and the filling of the subsequent vacancies will likewise be reversed.

If a newly hired employee filled the position vacated by the incumbent that employee will be terminated if no other suitable vacancy is available.

13.06 Delayed Start

Written requests for a delayed start date will be submitted to the Senior Manager, Labour & Employee Relations or designate with an explanation. Such requests may or may not be granted. A written reply will be given to the employee. Any extension granted will not exceed a once only maximum period of thirty (30) calendar days except at the discretion of the Employer.

13.07 Return from Leave

Employees returning from extended absence due to illness or accident of greater than a twelve (12) month period will have the right to return to the position previously held (provided the position has not been eliminated).

The permanent employee who temporarily filled the position during the extended absence, regardless of seniority compared to the returning employee, shall return to her former position, if available. If unavailable she may accept a vacant position in the bargaining unit or she may displace the least senior employee in the same classification, or into another classification of the bargaining unit, providing the employee possesses the necessary skill and ability to perform the work of that classification.

The least senior employee so displaced shall be given a layoff notice of at least fifteen (15) calendar days. However, should the returning employee be the least senior in the classification of the bargaining unit, she shall receive a layoff notice.

NOTE: A vacant position shall mean a position for which the posting process has been completed and no successful applicant has been hired.

ARTICLE 14 – LAYOFF, RECALL AND SEVERANCE

- 14.01 (a) A layoff of employees shall be made on the basis of seniority initially within the classification and office, status (full time or part time), team and current hours of assignment. It is understood and agreed that prior to the laying off of any employees, probationary employees in the classification and office 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, current hours of assignment and classification within the same office provided such employee has the necessary qualifications and ability to do the work required without training, other than a three (3) day orientation, except as modified in (f) below.

Employees who are unable to bump the least senior person within their classification and office may bump the least senior person of either status, in the same or different classification, in the same or different office in the bargaining unit provided such employee has the necessary qualifications and ability to do the work required without training, other than a three (3) day orientation, except as modified in (d) below. 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 14.01 (e) or 14.02 (b), or
- ii) the receipt by the employee of her notice of layoff, whichever is later.

- (b) Laid off employees are eligible, in order of seniority, for “temporary” recalls of more than three (3) months and not longer than eight (8) months and shall advise the Employer as to whether they are interested in such recalls. Employees recalled for eight (8) months or less shall not be entitled to notice of lay off nor bumping rights. Furthermore, the time used to determine the employee’s entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be frozen during the period of temporary recall, and shall begin to accumulate again when the temporary recall ends. Employees temporarily recalled will be paid the percentage in lieu of benefits unless they maintained benefits in which case the employer shall pay the full employer contribution to benefits. Otherwise employees temporarily recalled have all the rights of other recalled employees.

- (c) Full time and Regular Part-Time laid off employees may elect to have access to shifts that would otherwise be offered on a casual basis. Such employees will inform the Employer of their election within three (3) working days of notice of layoff. 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) days unless otherwise agreed.
- (e) For layoffs other than long term layoffs, the Employer and Union will meet and discuss the layoffs at the earliest opportunity. This discussion will include the service which the Employer will undertake after the layoff.
- (f) In exercising bumping and recall rights in long term layoff situations each employee is entitled to an orientation of up to ten (10) working days in order to assist her to meet the staffing requirements of the employer.
- (g) For greater certainty, laid off employees are entitled to apply for posted vacancies.

14.02 Permanent or Long-Term Layoff

In the event of a pending lay-off of a permanent or long-term nature, the Employer will:

- (a) Provide the Union with ninety (90) days' notice;
- (b) Meet with the Union to review the following:
 - i) the reason 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 lay-off, which may include reducing hours rather than laying off employees. Any such methods require the agreement of the Union. Where the Employer can demonstrate that a reduction in hours, or some other alternative to lay-off (except alternatives involving reductions in compensation) is in the best interest of the Employer's clients, agreement on the alternatives will not be unreasonably withheld.

It is understood that permanent or long-term nature means a lay-off which will be longer than thirteen (13) weeks.

14.03 Notice of Layoff

Notice of lay-off shall be given to each affected individual and will not be less than that provided under the *Employment Standards Act*.

14.04 Severance

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

14.05 Benefit Coverage

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

14.06 Bargaining Unit Executive

- (a) In order that the operations of the Union will not be disorganized when lay-offs are being made, members of the local Union executive i.e. Bargaining Unit President and Co-ordinator, be the last employees laid-off during their term of office, as long as full-time employment for which they already possess the necessary qualifications, ability, and competence is available.
- (b) In the case of a change in the Bargaining Unit executive during a layoff, written notice shall be given to the Employer and the Employer shall have five (5) work days from the receipt of the written notification to make any changes necessary to apply this clause to the new Bargaining Unit executive, and to terminate its application to the person(s) removed from the executive. If any notice to any person being laid off as a consequence, is required by legislation, the period of notice will be in addition to the five (5) work days, specified herein, and layoff(s) and recall(s) will not be effective until expiry of the notice period required by legislation.

14.07 The Employer agrees not to assign Bargaining Unit work to employees who are outside of the Bargaining Unit, except in cases of emergency.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 (a) Union Leave

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 eighty (80) workdays in any calendar year and not more than seven (7) employees shall be permitted to be absent at any one time. Such requests shall be in writing to the Senior Manager, Labour & Employee Relations or designate 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 not be unreasonably denied.

(b) Leave for Board of Directors/Local Co-ordinators

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 without pay to attend to Union business, provided such leave of absence does not interfere with efficient operations. The aggregate total will be fifty (50) days annually. There shall be no loss of service or seniority. Leave of absence under this provision shall be in addition to the Union leave provided in Article (a) above. Two (2) week's notice shall be given where practicable. Such leaves shall not be unreasonably denied.

(c) Leave for ONA President

A written request for a Leave of Absence for an employee elected as President of the Ontario Nurses' Association shall not be unreasonably denied. The leave shall be for a period of up to two (2) consecutive years. The written request 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. The health and welfare benefits are continued at the discretion of the carriers provided they are allowable.

(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 Compassionate Leave

(a) Upon the death of an employee's spouse (spouse to include same sex partner), parent, child or stepchild, an employee shall be granted leave with pay up to a maximum of five (5) consecutive calendar days. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.

(b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive calendar days with pay. One of the days of leave shall

include or be contiguous to the day of the funeral or equivalent service.

- (c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, and grandchild.
- (d) Where it is necessary, because of distance, the employee may apply for additional leave with or without pay. Permission for such leave shall not be unreasonably withheld.
- (e) 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.
- (f) The provisions of the sick leave plan apply to an illness continuous with a compassionate leave of absence. A medical certificate is required to substantiate such an illness.
- (g) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with this Article.
- (h) 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.

15.03

Jury and Witness Duty

An employee required to serve on jury duty, or as a witness in a court of law in which the Crown is a party, 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) shall notify Human Resources 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 tour that she is not required to attend court. In the event that an employee is scheduled to the afternoon tour (without prejudice), she shall not be required to attend court and 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 as a witness shall be limited to five (5) days.

15.04 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 pregnancy leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been 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 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) and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (f) The employee shall give the Employer two (2) weeks written notice of the date the Parental leave is to begin unless exempt under the Employment Standards Act. Parental leave ends thirty-five (35) weeks after it began or on 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) Provide for a pregnancy or adoption top up of fifteen (15) weeks. Top ups shall be at the seventy-five (75%) percent level.

15.05 Care Leave

Employees will be granted up to forty-two hours (42) leave in each calendar year for the purpose of providing or arranging for unexpected care for the employee's spouse, dependant or parent(s), or to accompany them to obtain unexpected medical care.

Fifty percent (50%) of the leave granted under this clause (up to 21 hours) shall be provided by the Employer as paid leave. The remaining fifty percent (50%) (up to 21 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 percent (50%) of the leave will be paid for by the Employer (to a maximum of 21 hours) and fifty percent (50%) by the employee, as per the preceding paragraph.

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

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

15.06 Secondment Leave

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. The Employer's approval will not be unreasonably withheld.

15.07 Education Leave

- (a) At the discretion of the Employer, employees may attend short courses, workshops, professional meetings of the Registered Nurses' Association of Ontario and the Employer will pay travel expenses, registration, and reasonable living expenses.
- (b) Subject to adequate maintenance of program operations, full-time employees who request, may attend the annual meeting of the Registered Nurses' Association of Ontario without loss of pay at their own expense. The Executive Director will see that such leaves are rotated equitably.
- (c) Employees considering enrolment in university or college courses during the work day that cannot be scheduled outside of their regular shift may request a combination of vacation and leave unpaid if operations can be appropriately maintained based on the current staffing guidelines.

15.08 Educational Courses

Payment for courses approved by the Employer will only be made on the following basis and conditions:

- (a) 50% upon successful completion of the course, provided:
 - i) the employee is still continuously employed;
 - ii) that the employee applies in writing to Human Resources within six (6) months of successful completion (proof required);
 - iii) proof of cost and payment of the course is provided.
- (b) 50% one (1) year after successful completion of the course, provided:
 - i) that the employee is still continuously employed;
 - ii) that the employee applies in writing to Human Resources within six (6) months of completion of this one (1) year period.
- (c) If the employee fails to apply for payment within the time limits stated, payment will be deemed to have been waived.

15.09 Personal Leave

The Director may grant a request for leave of absence for personal reasons without pay provided that they receive reasonable notice, in writing, unless impossible. Employees when applying for such leave shall indicate the proposed date of departure, the reason for the leave, and the date of return. Such requests will not be unreasonably denied.

15.10 Pre-Paid Leave Plan

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

- (a) The plan is available to permanent full time employees wishing to spread three (3) years' salary over a four (4) year period or four (4) years' salary over a five (5) year period, in accordance with Canada Revenue Agency requirements, to enable them to take a one (1) year leave of absence following the three (3) or four (4) years of salary deferral.
- (b) The employee must make written application to the Senior Manager of Labour & Employee Relations or designate at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined by the Employer.
- (d) The timing of the start of the program will be determined on an individual basis, as approved by the Employer; however, once initiated the time frames are not negotiable. The leave will start exactly three years from the start of the salary deferral.

- (e) During the three (3) and/or four (4) years of salary deferral, 25% or 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan. Salary deferral earnings will not accrue interest in lieu of the incremental costs incurred by the Employer to administer this plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary shall be paid to the employee at the commencement of 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 three (3) or four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. If the employee chooses to contribute to the pension plan for the leave year they will be responsible for both the Employer and employee contributions. Employees will not be eligible to participate in the disability income plan during the year of leave. The collective agreement's effect of absence clause will not apply to the leave period.
- (i) A employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Senior Manager of Labour & Employee Relations or designate. Deferred salary will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. Applications by the employee for posted vacancies will not be considered within the one year immediately preceding the leave year.
- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:

- i) A statement that the employee is entering the pre-paid leave program in accordance with Article 15.10 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.
- (n) 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.

15.11 Every effort will be made to reinstate employees to their former positions when they return to the organization following a leave of absence.

ARTICLE 16 – DISABILITY INCOME PROTECTION PLAN

16.01 Disability Income Protection

Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of such illness.

For personal medical appointments (unless scheduled while already absent on approved sick leave), or absence due to illness of other family members, the employee may request to flex his/her hours of work or use compensatory time or unpaid LOA.

- (a) The employer will pay 100% for the first two days and 70% to the end of the second week of straight time scheduled wages lost for fulltime employees as a weekly indemnity benefit covering legitimate personal illness or injury.

Interrupted periods of illness shall be considered to be one incident for purposes of the Disability Income Protection Plan if the latter periods of illness are within four (4) calendar weeks of the initial incident.

- (b) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy percent (70%) of her straight time wages for weeks 3 through 17 of any legitimate illness or injury but shall not be eligible for benefits under iii) (change to (c) below.
- (c) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate

personal illness or injury for weeks 18 through 30 of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight-time wages lost.

It is understood, (subsequent to initial implementation), that this benefit commences after the third month of employment, as a full time employee or immediately should a non-probationary part time person with more than three months' equivalent service transfer to full time.

16.02 WSIB

If WSIB does not approve a claim for benefits, the employee may apply for benefits under this article notwithstanding the delay inherent in awaiting the ruling from WSIB and notwithstanding any procedural rules of any insurance carrier administering the benefits.

16.03 Medical Certificates:

A medical certificate which states any medical limitations/restrictions and prognosis for return to work may be required from an attending physician or an oral surgeon covering illness of more than three (3) consecutive work days and will be necessary for illness of more than five (5) consecutive work days, unless waived by the employer. The maximum period of absence that can be excused by a certificate from an oral surgeon is five (5) consecutive work days for any one (1) period of absence.

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

16.04 The certificate is to be submitted to the Manager by the employee no later than the end of the pay period following that in which the illness or accident occurs.

16.05 Employees who are absent from their duties due to illness, injury, or accident, must furnish a medical certificate signed by a qualified medical practitioner, to their Manager prior to returning to full-time duties, if either or both of the following situations are evident:

- (a) the absence, regardless of reason, is for a continuous period in excess of twenty-one (21) calendar days;
- (b) subject to Clause 16.04, the absence results from an accident causing injury to any part of the body.

The required medical certificate must attest to the ability of the employee to return to regular full-time duties without any conditions etc., otherwise the medical certificate will not be considered as acceptable by the Employer, and the employee will not be allowed to return until such certificate is provided. This Clause to be read regardless of the requirements of Clause 16.05.

This condition might be waived by the Employer, with written approval prior to any return to duties, that an employee could return to some form of modified duties if such duties, as determined by the Employer are available.

ARTICLE 17 – HOURS OF WORK

17.01 Normal Hours of Work

The normal work day shall be seven (7) hours, with one (1) hour for lunch, Monday to Friday. Employees may request to modify their work from the normal work day. Such change must be at the discretion of the Executive Director or designate.

The CCAC operates seven (7) days per week, including holidays. Currently the following schedules are in place throughout the organization to meet client services needs for specific teams. Whereas the Employer provides services to eligible clients on evenings, weekends, and paid holidays and whereas the demand of those services now requires regular coverage, the parties agree as follows:

- (a) The Employer shall schedule both 12-hour and 7-hour shifts.
- (b) Weekend and paid holiday positions shall be posted. However, casual part-time employees may be used to replace an employee who is unavailable for his/her shift due to illness, vacation or required time off.
- (c) Notice to change regularly scheduled required start times by up to 60 minutes will be 30 days.
- (d) The following parameters shall apply:

Saturdays, Sundays and Paid Holiday Coverage

	12 hour shifts	7 hour shifts
Hours of work	As per posting	
Length of shift	12 hours	7 hours
Break times (may not be used to shorten workday)	45 min paid + 45 min unpaid	30 minute paid + 60 minute unpaid
Shift Premium	Paid at applicable rates for actual hours and time worked.	
Stat Holidays	Paid at 1.5 and cannot pyramid on any other premiums.	

GUELPH SITE – EXTENDED ARRANGEMENT – Intake on Sat/Sun/Paid Holidays – are paid 7.5 hours and this will continue.

FT Weekend Worker and FT Weekday Evening Worker

The parties agree to continue the FT Weekend Worker and the Weekday Evening Worker, for which the following parameters shall apply:

	FT Weekend Worker	FT Weekday Evening Worker
Normal work week	Total 30 hrs divided into 2 11.25-hr shifts and 1 7.5-hr shift, with the shorter shift on Monday or Friday.	Total 32 hrs divided into 4 8-hr shifts Monday to Thursday.
Remuneration	Regular salary for 70 hrs per pay period	
Attendance at CCAC meetings or inservices	May be scheduled on weekdays.	May be scheduled for day shift and/or Fridays.
Overtime	Paid after 60 hrs in a pay period. Must be taken in money, not lieu time.	Paid after 64 hrs in a pay period. Must be taken in money, not lieu time.
Shift Premium	Paid at applicable rates for actual hours and time worked.	
Stat Holidays	Paid at 1.5 and cannot pyramid on any other premiums. (Note for clarification: Other than statutory holidays worked, no additional payment will be made for stat or float holidays. The payment for holidays not worked is considered included in the premium built into this position as part of its normal work week.)	
Vacation	4 regular work weeks (eg. 120 hours prorated)	4 regular work weeks (eg. 128 hours prorated)
Seniority	1560 hrs = 1 year Change to 1500 hrs= 1 yr	1664 hrs = 1 year Change to 1500 hrs= 1 yr
Sick Leave	Sick leave will be recorded in actual hours taken.	

- 17.02 Normal hours of work are stated only for calculating overtime and shall not be construed as a guarantee of any minimum or any maximum hours to be worked and the Employer does not guarantee to provide employment or work for normal hours or for any other hours.
- 17.03 Employees who are unable to assume their normal duties on any work day must notify their, Supervisor or Designate as early as possible prior to the commencement of their regular shift.
- 17.04 The Employer may offer new employees, or offer existing employees, positions that cover the hours of operation required to meet service demands.

Where positions need to be altered in order to cover the required hours of operation and the positions cannot be filled with additional staffing resources, and where there are insufficient volunteers for the positions, the Employer will discuss with the union and representatives of the staffing group to generate solutions.

17.05

Scheduling

- (a) Schedules will be posted four (4) weeks in advance for a four (4) week period.
- (b) Regular part-time employees will make their intention to work additional shifts known to the scheduling person in writing (email is acceptable) at least four (4) weeks prior to the posting of the schedule. Every reasonable effort will be made to accommodate requests for additional shifts of regular part-time employees prior to scheduling casual part-time employees.
- (c) Following the implementation of the weekend worker, where employees are required to work weekends, those employees that are required to work weekends shall do so on a rotational basis and shall not be required to work more than one weekend in three (3). An employee who is scheduled to work in excess of one in three weekends will be paid at the rate of time and one-half (1 ½) times their regular hourly rate for all hours worked on such weekend.

A weekend is defined as any hours between midnight Friday and 0800 hours Monday.
- (d) The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable. The Employer shall not be held liable for any violation of the collective agreement arising out of the mutual exchange of shifts between employees.
- (e) Employees who work normal daily tours (seven (7) hours) shall receive a minimum of twelve (12) hours off between shifts unless otherwise agreed. The Employer will endeavour to provide sixteen (16) hours off between shifts.
- (f) No employee shall be required to work more than six (6) consecutive days unless otherwise agreed.
- (g) Following the implementation of a weekend worker position, there shall be no split days off.
- (h) There shall be no split shifts.
- (i) Requests for specific shifts, days off or other scheduling requests shall be made in writing at least four (4) weeks prior to the posting of the schedules. Vacation will be approved in accordance with the provisions of 20.03. Once a schedule is posted employees will be responsible to ensure that the shifts scheduled are covered by trading or finding alternate coverage, or must work the shift. Notification of traded shifts or replacements must be provided to the scheduling position within Human Resources, as soon as a change is made.

Self-scheduling for replacements would not apply for emergency replacements ie. Illness, family leave, bereavement.

- (j) Preference for time off approvals will occur in the following order:
 - i) Vacation
 - ii) Paid holiday time
 - iii) Compensating time
 - iv) Unpaid time
- (k) Weekend workers are governed by the specifics of 17.01.
- (l) It is understood that the employer will not be required to offer shifts which would result in overtime premium pay;
- (m) When an employee accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the employer are made.
- (n) Shifts available on statutory holidays will be made available to regular part-time employees on a seniority basis before assigning them to casual employees.
- (o) Short Notice Coverage and Availability List

In the event that there are unforeseen absences through the regular work week at the Hospital and Intake teams, the on call part-time weekend staff will be the first contacted to fill in the weekday evening shift.

Short notice coverage will subsequently be offered to the part-time and casual staff or to full-time volunteers who are trained and available for each area that has evening shifts.

Should the shift still remain unfilled, the following process will apply:

- i) The staff regularly employed at Hospital /Intake locations will jointly participate in a back-up group rotation to cover the evening shifts through the regular work week.
- ii) The coverage will be assigned to the most junior full time or regular part time employee assigned to the back-up group, on a rotational basis.
- iii) Such extended hours shifts will be paid at time and one-half for hours worked.
- iv) Staff not trained for specific hospital locations where unplanned absences occur would work from the Main Office Intake area.
- v) If an employee has been assigned to work they can arrange to have the shift covered by another employee but the assigning manager must be informed of the shift trade.

17.06

Flex Time

- (a) Flex time shall be defined as flexible hours of work up to a maximum of 2 hours per day variance from the normal schedule. The flex hours shall be reconciled within seven (7) calendar days and the variance to the normal work day shall be no greater than 1 hour before the normal start and 1 hour after the normal end.
- (b) Where and employee requests to work flex time such request shall not be unreasonably denied, provided pre-approval is received from the Manager.
- (c) The scheduling of the flex hours of work shall be jointly established by the Manager and the employee to ensure required service is maintained and that the hours of work per clause (a) are adhered to.
- (d) Where an employee works in excess of seven (7) hours in a day she/he will attempt to flex her/his hours, such that the hours of work will not usually exceed seventy (70) hours in a pay period.
- (e) There will be no split shifts unless mutually agreed to by the employee and the Manager.

17.07

12-Hour Shifts

The parties agree to establish a 12-hour shift schedule.

- (a) The position(s) will be scheduled for six 12-hour shifts in bi-weekly pay period.

During a twelve (12) hour shift employees will be provided with forty-five (45) minutes of paid break time and forty-five (45) minutes of unpaid meal break.
- (b) The incumbent(s) will receive regular salary for seventy (70) hours per pay period.
- (c) For the purpose of covering the employee's vacation or incidental absences shifts less than 11.25 hours may need to be scheduled.
- (d) It is expected that from time to time the employee may need to be scheduled or have an adjusted schedule on days off to attend necessary inservice programs.
- (e) Overtime will be paid at the appropriate rate after 67.5 hours worked in a pay period. Overtime must be taken in payment and cannot be taken in compensating lieu time unless overtime hours are accumulated and taken in blocks of 11.25 hr shifts.

- (f) Shift and weekend premiums will be paid at the applicable rates for the actual hours and time worked in accordance with the Collective Agreement.
- (g) Shifts worked on paid holidays will be paid at time and one-half and will not pyramid on any premiums.
- (h) No employee shall be scheduled for more than three (3) consecutive 12-hour shifts.
- (i) Other than premium for paid holidays worked, no additional payment will be made for the statutory and paid holidays. The payment for the statutory and paid holidays not worked is included in the 1.25-hour per week premium built in to this position, per (b) above. The employee will be entitled to two (2) floating holidays (11.25 hr x 2) with pay, per the qualifying provisions of the Collective Agreement. Paid holidays will be included as part of the regular schedule for incumbents on this shift. Paid holidays may be requested off per the scheduling language outlined in the Collective Agreement, using vacation, lieu or unpaid.
- (j) Vacation will accrue on an equivalent basis to regular full-time employees (eg. A normal annual vacation entitlement of 140 hours or four weeks would be equivalent to 135 hours for the incumbent in this position).
- (k) Seniority and service will accrue on the basis of 1500 hours is equivalent to one year.
- (l) Sick leave and vacation leave will be taken in actual hours.
- (m) Any and all terms and conditions of the Collective Agreement shall remain in full force and effect, except as amended by this Article.

17.08 Contemporary Part-Time

The parties agree to a 0.8 FTE Contemporary Part-time position with the following conditions:

- (a) An employee working a contemporary part-time position shall be scheduled a reduced average weekly work assignment consisting of eight days scheduled to work in a biweekly period.
- (b) Employment conditions shall be on a prorated basis to those of a regular full time employee. Only those employees who are of early retirement age, who were full time when accepting the 0.8 position, shall be eligible for any early retirement benefits upon their retirement, on the prorated basis.
- (c) Pension contributions shall be made on a prorated basis.
- (d) Benefit coverage will be on a prorated basis as compared to other fulltime employees, e.g. where the employer pays one hundred (100%) percent

for health and welfare benefits for other fulltime employees, the employees working in a contemporary part-time arrangement will pay twenty (20%) of the premium.

- (e) Vacation entitlement shall be prorated to reflect the reduced average weekly work assignment. (i.e. an entitlement of 30 days vacation/year is prorated to 24 days).
- (f) Employees working in a contemporary part-time arrangement will accumulate seniority on hours paid, with the calculation that 1500 hours equals one year of seniority.
- (g) One contemporary part time arrangement will consist of five part-time people on a rotation, four that work in a consistent position and one (1) that floats to each position, providing consistent relief on the other partners' normal days off. The normal days off will rotate among the five partners.
- (h) In order to develop a new contemporary full time arrangement, five full time employees may partner to propose the arrangement and the resulting full time vacancy will be posted. Where the number of volunteers to a rotation proposal is greater than the number of positions available, seniority will be deciding factor. The number of rotations will be at the Employer's discretion but will not be unreasonably denied.
- (i) All partners must either be in the same classification or have the necessary skills, qualifications and competency to be able to cover for the other partners in their rotation.
- (j) Contemporary full time positions are not eligible for job sharing.

ARTICLE 18 – OVERTIME AND PREMIUMS

- 18.01 (a) 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 and shall be based on time worked in excess of their regularly scheduled shift.

All other compensating time off shall be on a time and one-half basis. In calculating the normal work week, a paid holiday will be considered time worked, but time worked for which an overtime premium applies will not be included in the calculation. Compensating time off shall be computed and include travelling up to a maximum of one (1) hour. If compensating time off is taken it shall be arranged at a mutually convenient time of the employee and the Supervisor. The maximum amount of compensating time off which may be accumulated at any given time is the equivalent of five (5) work days. It is the intent of the foregoing that overtime premium will only be paid for time actually worked in excess of their regularly scheduled shift. The Employer shall not require an employee working overtime to take compensating time off during that pay period.

- (b) Overtime requires employer approval in advance unless impossible. The Employer will ensure that it has a representative to deal with requests for overtime approval. Approval shall not be unreasonably withheld.
- (c) Overtime cannot be unreasonably imposed on the employee. Direction to work beyond the normal length of a daily tour will not be unreasonably refused by an employee.
- (d) Overtime premiums will not pyramid under any circumstances.
- (e) Employees will not be laid off during their scheduled hours of work for the sole purpose of avoiding overtime pay.

18.02 Reporting Pay

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

An employee who is not scheduled to work and is required by the Employer to attend and does attend a staff education or inservice meeting shall be given scheduled working time off in lieu at some other time without loss of pay, or at the option of the employee, receive pay at straight time with a minimum guarantee of three and one half (3½) hours pay.

18.03 Call Back

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

18.04 Pay for work on phone

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

18.05 Shift and Weekend Premium and Standby

- (a) An employee who is requested to work a weekend beyond what is permitted under the normal hours of operation provisions of the Collective Agreement, shall be paid at the rate of one and one-half (1½) times her regular rate of pay for all hours worked on such weekend, unless such weekend work is the result of:
 - i) the employee being hired to work primarily weekends; or

- ii) she works the weekend as a result of a shift exchange, or at her request.

Time worked on such weekend, shall not be used to determine premium pay for future weekends.

It is agreed that the weekend premium will apply to hours worked after midnight on Friday and up to midnight on Sunday.

- (b) Hours compensated under clause (a) above shall not also be compensated under weekend premium. Hours that are paid daily overtime shall not be used to trigger a bi-weekly overtime claim.
- (c) An employee who is required to remain available for duty on standby shall receive standby pay in the amount of three dollars (\$3.00) 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 of 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.

It is agreed that the weekend premium will apply to hours worked after midnight on Friday and up to midnight on Sunday.

- (d) Employees shall receive a shift premium of one dollar and fifty cents (\$1.50) for all evening shift hours and one dollar and fifty cents (\$1.50) per hour for each hour worked on the night shift.

Day Shift – 0830-1630
Evening Shift – 1630-2330
Night Shift – 2330-0730

- (e) Employees shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour for each hour worked on the weekend in accordance with this Article.

18.06 Meal Allowance

Where an employee works three (3) or more continuous hours, continuous with the regular work day, the employee shall be eligible for a meal allowance of ten dollars (\$10.00).

18.07 Transportation

Employees required to operate their automobile in the course of their duties shall be entitled to reimbursement as follows:

Effective at ratification

Up to 4000 km = \$0.46 per approved km driven

From 4001 to 10700 km = \$0.39 per approved km driven

10701 km and over = \$0.36 per approved km driven

The cost of getting to work and back rests with the Employee. The normal distance should be subtracted from the total mileage of a trip starting or ending at home. Mileage and expense claims are to be made within three (3) months of the month being claimed, within one month at March year end.

18.08 Where the Employer assigns an Employee to a mentor/preceptor role they will receive a premium of fifty cents (\$0.50) per hour.

ARTICLE 19 – HOLIDAYS

Full-time Employees

19.01 The following shall be recognized as paid holidays with respect to full-time employees who have completed thirty (30) calendar days or more continuous service:

- | | |
|---------------------|------------------|
| New Years Day | Family Day |
| Good Friday | Victoria Day |
| Canada Day | Civic Holiday |
| Labour Day | Thanksgiving Day |
| Christmas Day | Boxing Day |
| 2 Floating Holidays | |

These floating holidays will be taken within the calendar year, scheduled at a mutually agreeable time, with no ability to bank the float.

19.02 In order to qualify for payment for specified holidays, employees must work their scheduled work day immediately prior to and following the holiday except in the following circumstances:

- (a) where the absence on either or both of the said qualifying work days is with prior written permission, or
- (b) due to illness;

and providing the employee works five (5) or more days in the pay period in which the holiday falls.

19.03 Employees who work on a paid holiday or a previously approved floating holiday shall receive pay for such work at the rate of time and one-half (1½) their regular hourly rate of pay for all hours worked and in addition shall be given a day off with pay in lieu of such holiday at a mutually satisfactory time. Such lieu day shall be taken within forty-two (42) calendar days of the holiday where possible. See Article 17.07 -12 Hour Shift Language

- 19.04 Employees who are absent on a paid holiday for which they are scheduled to work shall forfeit their paid lieu day off unless such absence is due to illness certified by a doctor's certificate that is submitted within two (2) weeks of the holiday and provided the employee works five (5) or more days in the pay period in which the holiday falls.
- 19.05 If a paid holiday falls within an employee's vacation period, the employee shall be granted an additional day's vacation at a time mutually agreed upon.

Part-time Employees

- 19.06 (a) Part-time employees shall be paid time and one-half (1½) of their regular hourly rate of pay for hours worked on any of the following holidays:

New Year's Day	Family Day
Labour Day	Good Friday
Thanksgiving Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	
- (b) For part-time employees (except as named in the Grandparented Letter of Understanding), there is no holiday pay entitlement, as it is included as part of the payment-in-lieu.

ARTICLE 20 – VACATIONS

Entitlement Accrual

- 20.01 For the purpose of calculating vacations and eligibility, the vacation year shall be from January 1st to December 31st each year.
- 20.02 (a) Each employee shall be entitled to an annual vacation with pay as follows:

Up to 1 year of service	Prorated at 1.25 days/mo
Following completion of:	
1 continuous year of service	3 weeks (15 days)
2 continuous years of service	4 weeks (20 days)
14 continuous years of service	5 weeks (25 days)
23 continuous years of service	6 weeks (30 days)
- (b) In addition, each employee will be entitled to one (1) vacation day with pay for each continuous year of service completed after twenty-three (23) years, to a maximum of (1) additional week (five (5) work days).
- (c) Employees hired prior to date of ratification will be entitled to 4 weeks for each year of completed service up to 14 years of completed service.
- (d) In any year where an employee whose service period would allow them to

move from one vacation eligibility category to another, e.g., from four (4) weeks to five (5) weeks, the employee shall be eligible in that year only, to receive additional paid days of vacation in accordance with the month in which continuous full-time employment commenced on a pro-rated basis.

The new vacation eligibility category in this article shall apply the following vacation year.

For vacation purposes, any employee who commences employment before the 15th day of any month shall be considered as having worked the full month.

Each employee's vacation entitlement shall be taken in the calendar year in which it is earned except as outlined in 20.03 (d).

An employee whose employment is terminated for any reason, shall have any vacation taken but not earned deducted from any payments owing to the employee, or shall repay the Employer should the amount be greater than any payments owing.

- 20.03
- (a) Employees shall take their vacation at a mutually agreeable time and will be scheduled so as to provide a fair distribution of the number of employees absent at any one time. Requests for vacation shall not be unreasonably denied provided efficient operations can be maintained.
 - (b) The following provisions are intended for staff to plan their annual vacation entitlement. Vacation requests are to be reviewed within the team or group with the purpose of achieving team consensus while meeting minimum staffing levels as set by Client Services.
 - i) Individual vacation requests will be submitted by February 15th for the vacation period of April 1st to September 30th. Individual requests will be approved by March 15th.
 - ii) Individual vacation requests will be submitted by August 15th for the vacation period of October 1st to March 31st. Individual requests will be approved by September 15th.
 - iii) Vacation requests submitted after the February 15th and August 15th dates above will be considered in order of the date submitted but such requests will not take precedence over the approved vacation schedule.

Each team/group will ensure that caseload issues are adequately managed such that urgent client concerns are addressed within established practices. Each team may request assistance in coverage from another team. Each team/group will collaborate with their Manager regarding their plan for coverage over vacation periods.

- (c) If there is a conflict in granting vacation requests, seniority will govern for

requests totalling no more than four (4) weeks each year, two in each six month vacation submission, per employee. The minimum request under this clause is a block of seven (7) calendar days (which will at least cover one (1) vacation week according to the Employer's practice).

- (d) Employees have the right to carry over up to a maximum of five (5) days vacation entitlement to the next vacation year. Employees who wish to carry over up to a maximum of ten (10) days vacation entitlement will receive written permission from the Manager and will use the additional days within the first quarter of the vacation year.
- (e) Subject to I above and subject to the regulations of the *Employment Standards Act*, vacations must be taken within a twelve (12) month period following the January 1st eligibility date and shall not be accumulated.

20.04 An employee whose employment is terminated for any reason, shall be entitled to a final vacation payment covering vacation earned but not taken.

20.05 Where an employee's scheduled vacation is interrupted or interfered with due to serious personal illness, as certified by a medical certificate, the period of such illness shall be considered sick leave.

20.06 Part-time Employees:

All part-time employees shall be entitled to vacation pay based upon the percentage of their gross earnings during the current pay period, paid on each pay, in accordance with the vacation entitlement of full-time employees. Employees shall be entitled to receive the corresponding unpaid time off for vacation purposes.

ARTICLE 21– HEALTH & WELFARE

Full-Time Employees

Note 1: This Article does not apply to regular part time and casual part-time employees

21.01 Benefits for Working after Age 65

The Employer will continue to provide EHC, Dental, Life, and AD&D benefits for employees who are working and are eligible under this collective agreement. Pension contributions and all eligible statutory contributions will continue to be made as appropriate.

21.02 Long-Term Disability

- (a) The Employer shall pay one hundred percent (100%) of the monthly premium of mandatory long term disability insurance that pays seventy per cent (70%) of an employee's normal salary.

- (b) Where an employee is determined by the LTD Carrier to be totally disabled from performing the duties of any occupation she shall apply to HOOPP and CPP for available disability pension coverage.
- 21.03 The Employer shall pay one hundred percent (100%) of the monthly premium for eligible employees in the Extended Health Care plan (including semi-private).
- Vision Care- maximum of \$200.00 once every two years. Employee may utilize vision care benefit inclusive of eye exams and laser surgery.
- Hearing Aid Coverage- maximum of \$600.00 once every three years.
- Travel Insurance - Provide for at least sixty (60) days out of province/Canada medical emergency travel insurance.
- RN Coverage - Provide for private duty RN coverage to a maximum of ninety (90) days (eight hour shifts).
- Drugs – Cap of \$7.50 dispensing fee per prescription.
- Generic substitution required, unless otherwise indicated by physician.
90/10 co-insurance on all covered drugs
- 21.04 Participation in the Employer's life insurance plan (equivalent to two (2) times annual earnings to the nearest one thousand dollars (\$1,000.00) that is higher) is mandatory and one hundred percent (100%) of the monthly premium shall be paid by the Employer.
- 21.05 The Employer shall pay one hundred percent (100%) of the monthly premiums for eligible employees in a basic preventative dental plan. Dental recall is 9 months for adults, and 6 months for children under 18.
- Orthodontal services will provide coverage on the basis of 50% of the cost of orthodontal services to a lifetime maximum of fifteen hundred (\$1,500.00) dollars per person.
- Major restorative treatment will include coverage on the basis of 50% of the cost of services to a lifetime maximum of three thousand (\$3,000.00) dollars.
- 21.06 The Employer shall bear the full cost of coverage offered by the Workplace Safety and Insurance Board.
- 21.07 Statutory deductions for CPP contributions will be made from all salaries until the maximum is reached.
- 21.08 Employees will immediately be enrolled in the Hospitals of Ontario Pension Plan (HOOPP plan) and appropriate salary deductions made.
- 21.09 (a) This Article must be read subject to the terms and conditions of the carriers. The Employer's responsibility shall be limited to the payment of the monthly premiums.

- (b) The seniority credit of a temporary full-time employee who has attained permanent status shall apply to reduce the waiting periods required by the Insurance carriers.

21.10 A full-time employee who becomes a part-time employee will cease to participate in all benefit plans including extended health care, dental, life and A.D. & D. insurance, L.T.D., and sick leave.

21.11 Early Retirement Benefits

The following benefits will be available to permanent full-time employees who voluntarily retire on an early HOOPP pension (i.e. not a disability pension), after attaining age 55 but before attaining age 65, and subject to all of the following mandatory conditions:

- (a)
 - i) Extended Health Care
 - ii) Dental
 - iii) Life Insurance of two times the initial HOOPP annual pension, rounded to the next even thousand dollars that is higher,
 - iv) AD & D to a maximum of two times the initial HOOPP annual pension, rounded to the next even thousand dollars that is higher.
- (b) Coverage other than OHIP shall be subject to the conditions prevailing between the Employer and its carriers, on behalf of the Nurses' Union.
- (c) Unless the Employer is notified in writing to the contrary before the employee's retirement date, the employee will be automatically enrolled in the applicable benefits.
- (d) All benefits must be taken as offered.
- (e) All benefits will cease effective with the earlier of, the last day of the month in which the employee attains age 65, or death.
- (f) The Employer will pay 90% of the total cost of these benefits, and the employee pays 10%.
- (g) The employee is fully accountable for payment of the required premium in a manner suitable to the Employer. This can be done by monthly instalments remitted in advance to the Human Resources Department, or by monthly post-dated cheques.

If the Employer is not reimbursed as per the arrangement agreed to, then such arrangement will be automatically and immediately terminated and all coverage lost and not available for reinstatement

21.12 Percentage in Lieu of Benefits

Part-time employees (except as stated in the Grandparented Letter of Understanding) will receive percentage in lieu of all health and welfare benefits,

holiday pay, and sick leave. Where the employee does not participate in the pension plan the amount of the percentage in lieu shall be 13%. Where the employee does participate in the pension plan, the percentage in lieu shall be reduced by an amount equal to the employers' contribution to the pension plan and the amount of percentage in lieu will continue to conform to the Employment Standards Act. When a part-time employee changes her status she relinquishes the right to return to her former benefits treatment.

It is agreed and understood that such payment in lieu includes payment in lieu of holidays for newly hired regular part-time, casual and temporary full-time employees.

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 or he may be placed on an unpaid leave of absence during any influenza outbreak that affects the workplace of the employee until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period.
- (f) If an employee becomes ill as a result of the vaccination, and applies for WSIB, the Employer will not unreasonably oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

- (h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

22.02 Notice of Termination

- (a) Except in extenuating circumstances full-time and regular part-time employees shall give not less than fourteen (14) calendar days' written notice of resignation or else their vacation pay will be reduced to the minimum required by the *Employment Standards Act*. The Employer shall give employees other than probationary employees not less than fourteen (14) calendar days written notice of termination of employment or pay in lieu thereof except in cases of discharge for cause not reversed through the grievance procedure. The written notice shall give the reason for such termination.
- (b) The Employer will provide to each employee upon termination of employment, within fourteen (14) calendar days a letter detailing her or his employment dates, length of service, and hours worked.

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

22.04 Technological Changes

The Employer agrees to give as much advance notice as is reasonably possible, of any technological change(s) affecting employees in the bargaining unit and will, if so requested in writing, meet with the Union to discuss such change(s). The employer will provide paid inservice training to all affected employees.

At least forty-five (45) calendar days notice will be given to the Union if any such change(s) displaces an existing permanent employee(s).

ARTICLE 23 – COMPENSATION

23.01 Salary Grids

Classifications and salary rates are attached as Schedule "A" and forms part of this Collective Agreement.

The years referred to in the salary schedules shall mean years of continuous service with the Employer in the designated classification, plus the applicable allowances under 23.04. Years of service on the new grid may not relate to the employee's service level as a result of April 1, 2007 harmonization of the grids and blending the bargaining units.

- (a) Harmonize the Waterloo and Wellington wage grids effective April 1, 2007. Incumbents will be moved into the harmonized grids, as indicated in the Waterloo Wellington Wage Harmonization document. All

incumbents will receive an economic adjustment of at least 3% for 2007, inclusive of either grid placement or a lump sum payment.

- (b) The harmonized grids include economic adjustments of:
 - i) April 1, 2008 – 3.0%
 - ii) April 1, 2009 – 3.0%
 - iii) April 1, 2010 – 3.0%
- (c) Each regular full-time employee will be advanced appropriately from her or his present level in Schedule A, twelve (12) months after she or he was last advanced on her or his salary anniversary date. If a regular full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days the anniversary dates will be in accordance with the collective agreement's Effect of Absence clause.
- (d) Each regular part-time and casual employee will be advanced appropriately from her or his present level on the salary schedule to the next level on the salary schedule after obtaining one year's service credit, calculated in accordance with the provisions of Article 23.03 – Step Increases.

23.02 New Classifications

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

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

23.03 Step Increases

- (a) The following is the method used to determine service credit, since the last date of hire, for purposes of positioning on the salary range:

- i) all continuous service shall be retained and transferred with the employee if she changes her status from full-time to part-time and vice versa.
 - ii) a part-time employee who changes status to full-time will be given credit on the basis of fifteen hundred (1500) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa.
 - iii) in addition, an employee who is so transferred will be given credit for paid hours accumulated since the date of last advancement.
- (b) Annual increments for full-time employees shall be paid on their anniversary date.
 - (c) Annual increments for part-time employees shall be paid on the completion of each fifteen hundred (1500) hours worked.

23.04

Recognition of Previous Experience

Where the applicable accumulated years of experience is an uneven total, the accumulated experience will go to the nearest even number of years before the following is applied.

Case Management

- (a) A claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring. The employee will cooperate in providing verification of her recent related experience. The Employer shall confirm in writing at the time of hire indicating the employee's placement on the salary grid. The employee must advise the Employer within forty-five (45) days of the receipt of such notice, of any dispute with the grid placement and the rationale for such dispute.
- (b) From the date of ratification:

The Employer will credit a newly hired employee with one (1) annual service increment for every one (1) year of related service in nursing and/or relevant to case management, as determined by the Employer, that shall not exceed the "After 6 Years" increment. If a period of more than two (2) years has elapsed since the employee has occupied such a position, then the increment shall be at the discretion of the Employer.
- (c) Calculation of increment credits for previous part-time service will be in accordance with Article 12.

Placement Co-ordination/LTC Coordination

- (d) A claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring. The employee will cooperate in providing verification of her recent related experience. The Employer

shall confirm in writing at the time of hire indicating the employee's placement on the salary grid. The employee must advise the Employer within forty-five (45) days of the receipt of such notice, of any dispute with the grid placement and the rationale for such dispute.

- (e) From the date of ratification:

The Employer will credit a newly hired employee with one (1) annual service increment for every one (1) year of related service in nursing, long term care and/or service relevant to placement coordination, as determined by the Employer, that shall not exceed the "After 3 Years" increment. If a period of more than two (2) years has elapsed since the employee has occupied such a position, then the increment shall be at the discretion of the Employer.

- (f) Calculation of increment credits for previous part-time service will be in accordance with Article 12.

23.05 Promotion

An employee who is promoted to a higher classification within the bargaining unit will be placed on the next level that provides a higher dollar amount in the higher classification.

23.06 Retroactivity

All monetary increases provided for in this memorandum shall be paid by itemized cheque and applicable on the dates stated. Any employee who has left the employ of the Employer shall be notified by the Employer of entitlement to retroactivity, provided the former employee applies within sixty (60) days of being notified by the Employer. The Employer shall be required to notify all former employees so entitled, within thirty (30) days of mutual signing of the Collective Agreement.

Every reasonable effort will be made to pay retroactivity within eight (8) weeks of mutual ratification.

ARTICLE 24 – JOB SHARING

24.01 The intent of a job sharing agreement is to provide the opportunity for employees to share a full-time position. The following will apply to any job sharing arrangement.

24.02 The number of job sharing arrangements will be subject to mutual agreement between the Employer and the Union.

24.03 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 the position.

24.04

Vacancies

- (a) Upon the termination of the job sharing arrangement, the position will revert back to a full-time position.
- (b) If both applicants to a job share are full-time, the job share position need not be posted. The resulting full-time position shall be posted in accordance with the Collective Agreement.
- (c) If a job share partner is not identified at the time the job share application is made, the other portion of the job share position shall be posted and filled in accordance with the Collective Agreement.
- (d) If one of the job sharers leaves the position, the remaining job sharer will have the opportunity to convert the position to full time. If both the remaining job sharer and the Employer wish to continue with the job sharing arrangement, the vacated portion of the job share will be posted and filled in accordance with the Collective Agreement.
- (e) In the case of two or more vacant job shares in the same classification there will be no expectation to recruit externally; the two vacancies will be posted internally. If there are no successful internal candidates the two remaining employees will be partnered. Where the partners cannot agree on which position to share, seniority will be the deciding factor.
- (f) Where there is no successful applicant to a vacant portion of a job share position, the position shall revert to its full-time status. If the remaining job sharer does not wish to continue in the full-time position they apply to any posted vacancies or displace the least senior job sharer in the same classification unless there is no job sharer junior to them in the classification in which case they could displace the least senior job sharer in the bargaining unit unless there is no job sharer in the bargaining unit junior to them in which case they would convert their status to casual part-time.
- (g) If one of the job sharers leaves the position for a temporary period, the remaining partner will be offered the opportunity to revert the position to full time for the temporary period or the position will be posted for a temporary job share partner. If no internal temporary job share partner is found, the job share vacancy will be assigned to staff who do casual or floating shifts for the temporary period

24.05

Review

The Employer and the employees involved retain the right to assess the job sharing arrangement on an ongoing basis.

24.06

Termination

Either party may discontinue the job sharing process with sixty (60) days notice. The Employer may exercise this right only after the completion of a review as

identified in the previous paragraph. Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary. It is further understood that it is not unreasonable to discontinue job sharing if its costs are greater than the costs for a regular full-time position and those excess costs are not outweighed by the benefits of job sharing to the Employer.

24.07 Treatment Exceptions

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

- (a) 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 by the Manager.
- (b)
 - i) Ensure both members of the job share team are fully informed in respect of each others work, and those CCAC communications that are not generally distributed but rather are only issued to attendees at individual meetings.
 - ii) For meetings, only the employee who is scheduled to work that day will be required to attend. Their partner shall be responsible to keep themselves abreast of the meeting details.
 - iii) If the partner not scheduled to work wishes to attend the meeting, they may attend with the approval of the Manager and will be paid at straight time rates.
 - iv) New job share lines commencing after the date of ratification of the Waterloo March 31, 2007 Collective Agreement will be expected to cover their partner's planned short-term absences of up to four weeks duration. If, because of unavoidable circumstances, one cannot cover the other, the Manager must be notified as soon as possible to arrange coverage.

ARTICLE 25 – DURATION

- 25.01 This Agreement shall be in effect until March 31, 2011 and shall remain in effect from year to year thereafter unless either party gives the other party notice of termination or desire to amend the Agreement.
- 25.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration of this Agreement or to any anniversary of such expiration date
- 25.03 Negotiations for the renewal of this Agreement shall commence within thirty (30) work days of such notice or on another date that is mutually agreed upon.

Dated at Waterloo, Ontario, this 15th day of September, 2008.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

[Signature]

Marie-Cristine Schreiner
M. Smith

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

APPENDIX A**WATERLOO WELLINGTON WAGE GRID**

Case Manager Grid					
2007 Steps	Apr 1/07		Apr 1/08	Apr 1/09	Apr 1/10
Rate 1	\$ 28.04	START	\$ 28.88	\$ 29.75	\$ 30.64
Rate 2	\$ 29.16	Step 1	\$ 30.03	\$ 30.93	\$ 31.86
Rate 3	\$ 30.33	Step 2	\$ 31.24	\$ 32.18	\$ 33.15
Rate 4	\$ 31.54	Step 3	\$ 32.49	\$ 33.46	\$ 34.46
Rate 5	\$ 32.80	Step 4	\$ 33.78	\$ 34.79	\$ 35.83
Rate 6	\$ 34.11	Step 5	\$ 35.13	\$ 36.18	\$ 37.27
Rate 7	\$ 35.47	Step 6	\$ 36.53	\$ 37.63	\$ 38.76
Rate 8	\$ 36.89	Step 7	\$ 38.00	\$ 39.14	\$ 40.31
		After 25 Yrs	\$ 38.50	\$ 39.66	\$ 40.85

*Includes Psychogeriatric & Elder Abuse Resource Consultants, Education Coordinators,
& Geriatric Assessors

Placement/LTC Coordinator					
2007 Steps	Apr 1/07		Apr 1/08	Apr 1/09	Apr 1/10
Rate 1	\$ 25.69	START	\$ 26.46	\$ 27.25	\$ 28.07
Rate 2	\$ 27.28	Step 1	\$ 28.10	\$ 28.94	\$ 29.81
Rate 3	\$ 28.89	Step 2	\$ 29.76	\$ 30.65	\$ 31.57
Rate 4	\$ 30.49	Step 3	\$ 31.40	\$ 32.34	\$ 33.31
Rate 5	\$ 32.09	Step 4	\$ 33.05	\$ 34.04	\$ 35.06

Nurse Practitioner Grid					
	Apr 1/07		Apr 1/08	Apr 1/09	Apr 1/10
START	\$ 44.89	START	\$ 46.24	\$ 47.63	\$ 49.06
Step 1	\$ 46.82	Step 1	\$ 48.22	\$ 49.67	\$ 51.16
Step 2	\$ 48.77	Step 2	\$ 50.23	\$ 51.74	\$ 53.29
Step 3	\$ 50.71	Step 3	\$ 52.23	\$ 53.80	\$ 55.41

Client Services Assistant (CSA)					
	Apr 1/07		Apr 1/08	Apr 1/09	
START	\$ 18.51	START	\$ 19.07	\$ 19.64	
After 1 Year	\$ 19.71	Step 1	\$ 20.30	\$ 20.91	
After 2 Years	\$ 20.97	Step 2	\$ 21.60	\$ 22.25	
After 3 Years	\$ 21.40	Step 3	\$ 22.04	\$ 22.70	

HARMONIZATION APRIL 1, 2007 GRID

CM Degree Wloo*	CM Degree Current	Apr 1/07	2007	Lump Sum	Harmonized				
			% Inc.	Payment	CM Grid	Old CM Degree Grid	Apr 1/08	Apr 1/09	Apr 1/10
START					START	Was Start-After 2			
	\$ 23.70	\$ 28.04	18.31%			Yrs	\$ 28.88	\$ 29.75	\$ 30.64
Step 1	\$ 24.38	\$ 28.04	15.01%		Step 1	Was After 3 Yrs	\$ 30.03	\$ 30.93	\$ 31.86
Step 2	\$ 25.37	\$ 28.04	10.52%		Step 2	Was After 4 Yrs	\$ 31.24	\$ 32.18	\$ 33.15
Step 3	\$ 26.71	\$ 29.16	9.17%		Step 3	Was After 5 Yrs	\$ 32.49	\$ 33.46	\$ 34.46
Step 4	\$ 28.05	\$ 30.33	8.13%		Step 4	Was After 6 Yrs	\$ 33.78	\$ 34.79	\$ 35.83
Step 5	\$ 29.39	\$ 31.54	7.32%		Step 5	Was After 7 Yrs	\$ 35.13	\$ 36.18	\$ 37.27
Step 6	\$ 31.06	\$ 32.80	5.60%		Step 6	Was After 8 Yrs	\$ 36.53	\$ 37.63	\$ 38.76
Step 7	\$ 32.74	\$ 34.11	4.18%		Step 7	Was After 9 Yrs	\$ 38.00	\$ 39.14	\$ 40.31
Step 8	\$ 34.44	\$ 35.47	2.99%	0.01%	After 25 Years	New Step	\$ 38.50	\$ 39.66	\$ 40.85
Step 9	\$ 36.19	\$ 36.89	1.93%	1.07%					

*Includes Psychogeriatric & Elder Abuse Resource Consultants and Education Coordinators

CM Non-Degree Wloo	Non-Degree Current	Apr 1/07	2007	Lump Sum	Harmonized				
			% Inc.	Payment	CM Grid	Old CM ND Grid	Apr 1/08	Apr 1/09	Apr 1/10
START					START	Was Start-After 2			
	\$ 23.10	\$ 28.04	21.39%			Yrs	\$ 28.88	\$ 29.75	\$ 30.64
Step 1	\$ 23.74	\$ 28.04	18.11%		Step 1	Was After 3 Yrs	\$ 30.03	\$ 30.93	\$ 31.86
Step 2	\$ 24.72	\$ 28.04	13.43%		Step 2	Was After 4 Yrs	\$ 31.24	\$ 32.18	\$ 33.15
Step 3	\$ 26.09	\$ 29.16	11.77%		Step 3	Was After 5 Yrs	\$ 32.49	\$ 33.46	\$ 34.46
Step 4	\$ 27.39	\$ 30.33	10.73%		Step 4	Was After 6 Yrs	\$ 33.78	\$ 34.79	\$ 35.83
Step 5	\$ 28.72	\$ 31.54	9.82%		Step 5	Was After 7 Yrs	\$ 35.13	\$ 36.18	\$ 37.27
Step 6	\$ 30.37	\$ 32.80	8.00%		Step 6	Was After 8 Yrs	\$ 36.53	\$ 37.63	\$ 38.76
Step 7	\$ 32.02	\$ 34.11	6.53%		Step 7	Was After 9 Yrs	\$ 38.00	\$ 39.14	\$ 40.31
Step 8	\$ 33.71	\$ 35.47	5.22%		After 25 Years	New Step	\$ 38.50	\$ 39.66	\$ 40.85
Step 9	\$ 35.40	\$ 36.89	4.21%						

CM Wellington*	CM Well Current	Apr 1/07	2007	Lump Sum	Harmonized				
			% Inc.	Payment	CM Grid	Old CM Well Grid	Apr 1/08	Apr 1/09	Apr 1/10
START	\$ 28.53	\$ 29.16	2.21%	0.79%	START	New Level	\$ 28.88	\$ 29.75	\$ 30.64

Step 1	\$ 29.08	\$ 29.16	0.28%	2.72%	Step 1	Was Start-After 1 Yr	\$ 30.03	\$ 30.93	\$ 31.86
Step 2	\$ 29.80	\$ 30.33	1.78%	1.22%	Step 2	Was After 2 Yrs	\$ 31.24	\$ 32.18	\$ 33.15
Step 3	\$ 30.54	\$ 31.54	3.27%		Step 3	Was After 3-4 Yrs	\$ 32.49	\$ 33.46	\$ 34.46
Step 4	\$ 31.26	\$ 31.54	0.90%	2.10%	Step 4	Was After 5-6 Yrs	\$ 33.78	\$ 34.79	\$ 35.83
Step 5	\$ 31.90	\$ 32.80	2.82%	0.18%	Step 5	Was After 7 Yrs	\$ 35.13	\$ 36.18	\$ 37.27
Step 6	\$ 32.56	\$ 32.80	0.74%	2.26%	Step 6	Was After 8 Yrs	\$ 36.53	\$ 37.63	\$ 38.76
Step 7	\$ 33.20	\$ 34.11	2.74%	0.26%	Step 7	Was After 9 Yrs	\$ 38.00	\$ 39.14	\$ 40.31
Step 8	\$ 34.17	\$ 35.47	3.80%		After 25 Years	New Step	\$ 38.50	\$ 39.66	\$ 40.85
Step 9	\$ 35.01	\$ 36.89	5.37%						

*Includes Geriatric Assessors

Placement Coord	Current	Apr 1/07	2007 % Inc.	Lump Sum Payment	Harmonized PC/LTC Grid	Old Grid	Apr 1/08	Apr 1/09	Apr 1/10
START	\$ 24.94	\$ 25.69	3.00%		START	START	\$ 26.46	\$ 27.25	\$ 28.07
Step1	\$ 26.49	\$ 27.28	3.00%		Step1	After 1 Year	\$ 28.10	\$ 28.94	\$ 29.81
Step 2	\$ 28.05	\$ 28.89	3.00%		Step 2	After 2 Years	\$ 29.76	\$ 30.65	\$ 31.57
Step 3	\$ 29.60	\$ 30.49	3.00%		Step 3	After 3 Years	\$ 31.40	\$ 32.34	\$ 33.31
Step 4	\$ 31.16	\$ 32.09	3.00%		Step 4	After 4 Years	\$ 33.05	\$ 34.04	\$ 35.06

LTC Coordinator	Current	Apr 1/07	2007 % Inc.	Lump Sum Payment	Harmonized PC/LTC Grid	Old Grid	Apr 1/08	Apr 1/09	Apr 1/10
START					START	Was Start-After 2 Yrs	\$ 26.46	\$ 27.25	\$ 28.07
Step 1	\$ 22.56	\$ 25.69	13.87%		Step 1	Was After 3 Yrs	\$ 28.10	\$ 28.94	\$ 29.81
Step 2	\$ 24.69	\$ 25.69	4.05%		Step 2	Was After 4 Yrs	\$ 29.76	\$ 30.65	\$ 31.57
Step 3	\$ 26.15	\$ 27.28	4.32%		Step 3	Was After 5 Yrs	\$ 31.40	\$ 32.34	\$ 33.31
Step 4	\$ 27.64	\$ 28.89	4.52%		Step 4	Was After 6 Yrs	\$ 33.05	\$ 34.04	\$ 35.06
Step 5	\$ 29.38	\$ 30.49	3.78%						
Step 6	\$ 31.01	\$ 32.09	3.48%						

Nurse Practitioner	Current	Apr 1/07	2007 % Inc.	Lump Sum Payment	NP Grid	Old Grid	Apr 1/08	Apr 1/09	Apr 1/10
START	\$ 43.58	\$ 44.89	3.00%		START	START	\$ 46.24	\$ 47.63	\$ 49.06
Step 1	\$ 45.46	\$ 46.82	3.00%		Step 1	After 1 Year	\$ 48.22	\$ 49.67	\$ 51.16
Step 2	\$ 47.35	\$ 48.77	3.00%		Step 2	After 2 Years	\$ 50.23	\$ 51.74	\$ 53.29
Step 3	\$ 49.23	\$ 50.71	3.00%		Step 3	After 3 Years	\$ 52.23	\$ 53.80	\$ 55.41

Client Services Assistants (CSAs)	Current	Apr 1/07	2007 % Inc.	Lump Sum Payment	CSA Grid	Old Grid	Apr 1/08	Apr 1/09
START	\$ 17.97	\$ 18.51	3.00%		START	START	\$ 19.07	\$ 19.64
Step 1	\$ 19.14	\$ 19.71	3.00%		Step 1	After 1 Year	\$ 20.30	\$ 20.91
Step 2	\$ 20.36	\$ 20.97	3.00%		Step 2	After 2 Years	\$ 21.60	\$ 22.25
Step 3	\$ 20.78	\$ 21.40	3.00%		Step 3	After 3 Years	\$ 22.04	\$ 22.70

APPENDIX B

LIST OF ARBITRATORS

G. Brent

F. Briggs

L. Mikus

B. Fisher

B. Kaplan

B. Keller

C. Foisy

M. Picher

LETTER OF UNDERSTANDING

BETWEEN:

WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE

AND:

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

RE: Long Term Care Co-ordinator – Duties and Responsibilities

The employer will meet with the Association at least thirty (30) days prior to the implementation of any changes to the key responsibilities of the Long Term Care Co-ordinator to discuss issues in relation to the implementation.

Dated at Waterloo, Ontario, this 15th day of September, 2008.

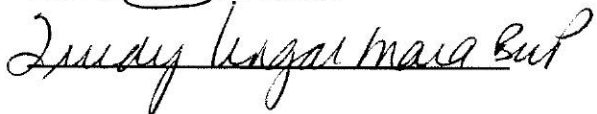
FOR THE EMPLOYER

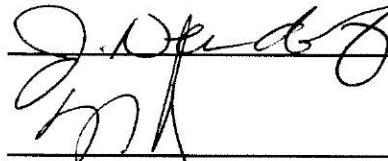
FOR THE UNION

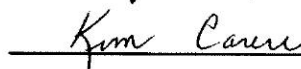



Labour Relations Officer
















LETTER OF UNDERSTANDING

BETWEEN:

WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE

AND:

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

RE: Wellington Vacation Harmonization

Effective at ratification, the vacation year will be observed as January 1 to December 31 for the entire bargaining unit. Existing vacation bank balances will be maintained and entitlement for the remainder of the former Wellington vacation year will be brought forward and available for use in the current calendar year.

Employees will be red circled at their current entitlement if they presently receive a greater benefit than the collective agreement until such time as the length of their service per the collective agreement would entitle them to a higher vacation level.

During this transition period Wellington employees will have the right to carry over a maximum of ten (10) days of vacation entitlement into the 2009 vacation year to be scheduled with the approval of the Employer.

Thereafter the terms of this Collective Agreement will apply as agreed to.

Dated at Waterloo, Ontario, this 15th day of September, 2008.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

B E T W E E N:

WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE

A N D:

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

RE: Grandparented Rights

Access to sick leave and paid holidays for Waterloo job share incumbents hired prior to May 12, 1999:

Reusser, Mila
Walter, Bertha
Decker, Catherine
Wilkinson, Dianne

Access to Paid Holidays only for job share incumbents transferred from Grand River Hospital on January 8, 2006.

Kelly Cawsey

Access for Wellington job share and regular part time incumbents at May 12, 2008 to:

- Paid Holidays (in accordance with the current collective agreement, prorated to their assigned FTE)
- Vacation (in accordance with the current collective agreement, prorated to their assigned FTE)
- Sick Leave (in accordance with the current collective agreement, prorated to their assigned FTE)
- Extended Health and Dental (in accordance with the current collective agreement's coverage, and subject to the cost-sharing arrangement of 80% Employer paid and 20% Employee paid)
- LTD, Life and ADD (in accordance with the current collective agreement)

If such employees elect to take % in lieu per the collective agreement as an alternative to these benefits they may waive their grand parented rights to the benefit package as offered above. For clarity, there will be no opportunity to reinstate their grand parented rights.

Ruth Kirby
Ann Armstrong
Rebecca Roy
Barbara Graveline

Tricia Murray
Charlene Schell
Beth Haworth
Smita Patel

Grandfathered rights apply while the incumbent is in the job share or regular part time classification but do not apply to people who vacate the job share position to move to a different classification and return to a job share position at a later date unless they moved to a temporary position.

Only the employees identified in the above lists will have access to the grandfathered rights (i.e. any other employees regardless of their hire date will not have access to the grandfathered rights).

Wellington Grandfathered Compressed Work Week

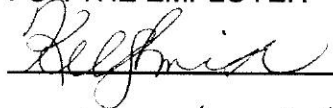
The following employees are grand parented on a compressed work week, under the existing conditions of the Wellington Compressed Work Week Arrangement:

Marcia Brown
Anita Bremner
Pauline Cunningham
Michael McDermott
Liliane Linthwaite
Marg Abbink
Nancy Dickenson
Susan Klausen
Ruth-Ann Russell

Dated at Waterloo, Ontario, this 15th day of September, 2008.

FOR THE EMPLOYER

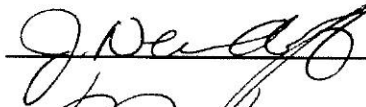
FOR THE UNION




Labour Relations Officer

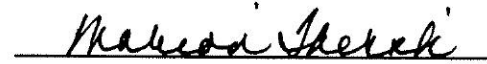


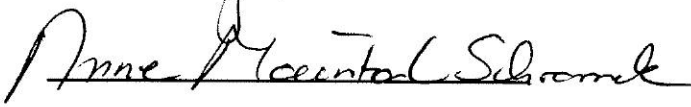














LETTER OF UNDERSTANDING

BETWEEN:

WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE

AND:

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

RE: Wellington Extended Hours Shift Arrangement

The Wellington Extended Hours Arrangement will continue as it currently exists in the Community Care Access Centre of Wellington-Dufferin Collective Agreement that expired March 31, 2007, until such time as the parties convene to discuss the future hours of work schedule for this arrangement. Such discussions will take place within six months of the amalgamation of the Intake function.

Dated at Waterloo, Ontario, this 15th day of September, 2008.

FOR THE EMPLOYER

FOR THE UNION

[Signature]

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

B E T W E E N:

WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE

A N D:

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

RE: Wellington Compressed Work Week Arrangement

This Letter of Understanding provides language for the administration of the Wellington Compressed Work Week Arrangement for the employees noted in the Grandparented Rights Letter of Understanding.

The day off that the employee is entitled to by working the compressed work week must be taken during the three week period in which it has been earned. The compressed work day may be deferred to another three week period at the discretion of the manager.

- (a) Full-time employees and employees in a job sharing arrangement may request to work a compressed work week by indicating their intention and a plan for workload coverage, in writing to their supervisor within two (2) weeks of the intended commencement of a compressed work week schedule. Such requests shall not be unreasonably denied.
- (b) For a compressed work week schedule the hours of work shall be as follows:

Compressed over three (3) weeks - 14 days of work at 7.5 hours per day

(15 days x 7 hours = 105 hours) (7.5 hours x 14 = 105 hours)
- (c) The scheduling of hours of work shall be determined by mutual agreement of the employee and her/his supervisor, such that service delivery is maintained.
- (d) It is understood and agreed that there will be no casual relief provided by the Employer for absences due to the compressed work week schedule and that overtime may not be increased as a result of the schedule.
- (e) Where an employee works in excess of the daily hours of work of the compressed work week schedule then the Collective Agreement overtime language shall apply.
- (f) It is understood that any employee who is absent from work for any reason shall be deemed to be off for seven and one-half hours (7.5)

MEMORANDUM OF AGREEMENT

BETWEEN

ONTARIO NURSES' ASSOCIATION (ONA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

And

WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE (WWCCAC)

FURTHER TO THE BARGAINING UNIT SCOPE DOCUMENT, DATED APRIL 21, 2008, THE PARTIES AGREE:

1. THE NEW POSITION OF INFORMATION AND REFERRAL ASSISTANT WILL BE WITHIN THE SCOPE OF THE CUPE BARGAINING UNIT;
2. THE CLIENT SERVICE ASSISTANTS (CSA's) CURRENTLY REPRESENTED BY ONA WILL BE TRANSFERRED TO THE CUPE BARGAINING UNIT, EFFECTIVE MAY 10, 2008;
3. EFFECTIVE AS OF MAY 10, 2008, CUPE WILL RECOGNIZE THE SENIORITY and service OF THE CSA's THAT THEY EARNED AS ONA MEMBERS;
4. RETROACTIVE WAGES THAT THE CSA'S MAY HAVE EARNED WITHIN ONA'S EXPIRED COLLECTIVE AGREEMENT WILL BE PAID TO THEM AFTER THE ONA COLLECTIVE AGREEMENT IS RATIFIED, FOR THE PERIOD UP TO THE TRANSFER TO CUPE (May 10, 2008).
5. FROM THE DATE OF TRANSFER TO CUPE, THE CSA's EMPLOYMENT CONDITIONS WILL BE INCORPORATED INTO THE CUPE COLLECTIVE AGREEMENT, AS AGREED BETWEEN WWCCAC AND CUPE; Until such agreement is reached the CSAs will be covered by the ONA collective agreement.
6. THIS AGREEMENT IS WITHOUT PREJUDICE TO OTHER MATTERS BETWEEN THE PARTIES.

DATED THIS _____ DAY OF APRIL, 2008.

FOR CUPE

FOR ONA

FOR WW-CCAC
