

COLLECTIVE AGREEMENT

BETWEEN:

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

AND:

HAMILTON PROGRAM FOR SCHIZOPHRENIA INC.  
(hereinafter referred to as the "Employer")

Full-Time and Part-Time

Expiry: March 31, 2012

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish a collective bargaining relationship between the Agency and its employees represented by the Association, to provide a prompt disposition of grievances, to make provisions herein for wages, hours of work and working conditions for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible service and health protection for their clients.
- 1.03 Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is deemed to be amended so as to make the provisions of this Agreement conform to the law.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent for all employees of the Hamilton Program for Schizophrenia Inc. employed in the capacity of Case Manager in the City of Hamilton, save and except the Business Administrator and persons above the rank of Business Administrator.
- Clarity Note: For the purpose of clarity, office and clerical staff, community support workers, research assistants, clinical director, director of education, attending physicians and psychiatrists are excluded from the bargaining.*
- 2.02 The term "employee" or "employees" wherever used in this Agreement shall mean an employee or employees in the bargaining unit described in Article 2.01.
- 2.03 The Employer recognizes the following categories of employees:
- (a) A full-time employee is one who is scheduled to work thirty-five (35) hours per week.
  - (b) A part-time employee is one who is scheduled to work less than thirty-five (35) hours per week.
- 2.04 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.05 In order to protect the standards of care, no one outside the bargaining unit shall be hired to perform the work normally performed by this bargaining unit in circumstances which would result in a layoff. It is agreed and understood that because of the nature of the services provided, work has been and will continue to be shared between the Case Managers and non-bargaining unit persons.

- 2.06 A Case Manager must be a member in good standing with a professional body recognized as a self-governing professional college by the *Regulated Health Professions Act* of the Province of Ontario as a condition of employment.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Association recognizes and acknowledges that the management of the Agency and the direction of the working force are fixed exclusively in the Agency, and without restricting the generality of the foregoing, the Association acknowledges and recognizes that it is the exclusive function of the Agency:
- (a) to determine and establish procedures for the operation of the Agency in order to efficiently and effectively deliver the Agency's services;
  - (b) to establish from time to time, rules and regulations, policies and practices to be observed by the employees of the Agency, provided that such rules and regulations shall not be inconsistent with the express provisions of this Agreement;
  - (c) to hire, discharge, transfer, layoff, recall, promote, demote, classify, assign duties, suspend or discipline employees;
  - (d) to manage and operate the Agency in all aspects in accordance with the Agency's obligations which include but are not limited to:
    - i) determining the nature and the kind of business of the Agency, determining the location of premises, determining services and processes to be used, determining job content, and establishing qualifications;
    - ii) determining the content of jobs and directing the workforce, including the planning and controlling of the Agency's operations, the scheduling of work for employees required for the Agency's purposes, the combining or splitting up of assignments and the increase or reduction of personnel;
    - iii) introducing new and improved facilities and methods for the efficient operation of the Agency.
- 3.02 The Employer shall not exercise its rights in a manner that is inconsistent with the Collective Agreement.

**ARTICLE 4 - NO DISCRIMINATION**

- 4.01 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 his/her membership or

non-membership in the Union or lawful activity on behalf of the Union or by reason of exercising his/her rights under the Collective Agreement, or any applicable legislation.

- 4.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, handicap or age with respect to employment as prohibited by the Ontario Human Rights Code.
- 4.03 The Union agrees that there will be no Union activity on the Employer's premises without permission of the Employer or as specifically provided for in this Agreement.

#### **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

- 5.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1990, as amended.

#### **ARTICLE 6 - ASSOCIATION COMMITTEES AND REPRESENTATIVES**

- 6.01 The Agency will recognize the following:
- (a) A Union Representative. Upon mutual agreement of the parties, the number may be altered from time to time.
  - (b) A Grievance Committee of up to two (2) employees.
  - (c) A Negotiating Committee of up to two (2) employees.
  - (d) An Association-Management Committee composed of two (2) representatives from the Agency and the Association shall meet to discuss matters of mutual concern. Upon mutual agreement, third parties may be invited to attend all or part of an Association-Management Committee meeting. It is agreed and understood that the Association-Management Committee will meet every second month for the first three (3) meetings and when necessary as mutually agreed thereafter. Minutes of such meetings shall be maintained and signed by both parties. The role of the Chairperson shall rotate between the parties.
- 6.02 The Union agrees to notify the Agency, in writing, of the names of its representatives referred to in Article 6.01 upon his/her election and any changes thereto.
- 6.03 (a) The Association acknowledges and agrees that members of the above Committees are employed to perform duties assigned for the Agency and that they shall not leave their work during their shift to perform their union duties without first obtaining permission of the Executive Director or their direct supervisor, which permission shall not be unreasonably withheld. The

Committee members shall not suffer any loss of pay for time necessarily spent during their shift attending to meetings for the above Committees.

- (b) The members of the Negotiating Committee will be paid for time spent during negotiations for those hours they would otherwise have been regularly scheduled for work up to but not including conciliation. At conciliation and thereafter the Association agrees to reimburse the Employer the full amount of salary paid for negotiations in a timely fashion.

- 6.04 The Employer agrees to provide a Representative of the Union a reasonable period of time during the Orientation period not to exceed one (1) hour, to meet with newly hired employees.
- 6.05 The Agency and the Association agree that they mutually desire to maintain standards of safety and health in the Agency in order to prevent accidents, injury and illness.
- 6.06 The Employer agrees that when employees are required to serve on Committees (save and except the negotiating committee), the meetings shall be scheduled during the Agency's regular working hours.

#### **ARTICLE 7 - ASSOCIATION SECURITY**

- 7.01 (a) The Employer will deduct from each employee covered by this Agreement an amount of equal to the regular monthly Association dues designated by the Association.
- (b) Such dues shall be deducted monthly and in the case of newly employed employees, such deductions shall commence the month following their date of hire.
- (c) The amount of regular monthly dues shall be those authorized by the Association and the Provincial Vice President with the portfolio of Finance of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- (d) In consideration of the deducting, and forwarding of the Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- (e) The amounts so deducted shall be remitted monthly to the Provincial Vice President with the portfolio of Finance of the Association. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made including deletions, terminations, leaves of absence and additions. Upon receiving written authorization from employees, the Employer will also include social insurance numbers, addresses and telephone numbers.

- 7.02 The Employer shall provide each employee with a T4 Supplementary Slip, showing the dues deducted in the previous year for Income Tax purposes.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 (a) For the purposes of this Agreement, a grievance is defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.
- (b) Employee(s) or the Union making a complaint and/or grievance may exercise his/her right to have a Union Representative present at any or all steps of the grievance procedure.

- 8.02 A grievance shall be processed in the following manner:

### Step 1

An employee having a grievance shall discuss it with his/her Clinical Director or designate within five (5) working days of the date the facts giving rise to the grievance came to the employee's attention. The Clinical Director or designate shall communicate their decision to the complaint within five (5) working days. In the event settlement of the grievance is not achieved, the grievance shall be dealt with in accordance with the steps described hereafter.

### Step 2

Within five (5) working days after the decision is given in Step 1, the employee shall submit the grievance, in writing, to the Executive Director of the Agency. A meeting will then be held between the Executive Director of the Agency or his/her designated representative and the employee. It is understood that at such meeting, the Executive Director of the Agency or their designated representative may have such counsel and assistance as they may desire and further, the employee shall have a Grievance Committee member or Union Representative as described in Article 6.01 herein and a Labour Relations Officer from the Association. The decision of the Executive Director of the Agency or their designated representative shall be given in writing within five (5) working days following the meeting to the grievor and to any Grievance Committee member or Union Representative present at the aforesaid meeting as provided for in this step. Such decision in writing shall be given either personally or by registered mail provided the notice is postmarked within the aforesaid five (5) working day period.

- 8.03 In the event the grievance is not settled, a grievance shall be referred to arbitration by either the Agency or the Association within ten (10) working days of the decision made in Step 2.
- 8.04 All written grievances submitted in accordance with Step 2 shall be on forms provided by the Association.

- 8.05 Grievances submitted in accordance with Step 2 shall clearly set forth the nature of the grievance, the provisions of this Agreement which are alleged to be violated and the remedies sought.
- 8.06 No grievance shall be considered at any step unless it has been properly processed through all previous steps of the grievance procedure as provided in this Agreement.
- 8.07 Policy Grievance
- Within ten (10) working days of the event upon which the grievance is based, the Agency or the Association may submit a grievance in writing to the other, alleging the violation of a term of this Agreement. Such grievance shall clearly identify the nature of the grievance, the provisions of the Agreement which are alleged to be violated, and the remedies sought. The matter shall be dealt with in accordance with Article 8.02 Step 2 and the balance of the grievance procedure. No grievance shall be submitted by the Association under this Article 8.07 unless it involves more than one employee or unless it is a matter with respect to which the Agency has established a policy.
- 8.08 Group Grievance
- Where a number of employees have common grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to the Clinical Director or designate. The grievance shall then be treated as being initiated at Step 1 and the applicable provisions of this Article shall then apply with respect to processing such agreements.
- 8.09 The time limits set out in the Grievance and Arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.
- 8.10 In this Article, the words "working days" shall mean the days of the week not including Saturdays, Sundays or paid holidays.
- 8.11 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and that all grievances shall be pursued without delay.
- 8.12 It is agreed that upon the mutual consent of the Agency and the Association, a meeting may take place at any time prior to the commencement of arbitration proceedings for the purpose of further discussion of the grievance in an effort to achieve a resolution thereof.

**ARTICLE 9 - DISCHARGE GRIEVANCE**

- 9.01 Notwithstanding any other provisions in this Article, should the Agency discharge, suspend or discipline an employee(s), notification by the Agency to such employee(s) shall be made in the presence of the Union Representative or any other member of the Bargaining Unit if the Union Representative is not immediately available, unless waived by the employee(s). The employee(s) and the Association shall be provided with written reasons for discharge, suspension or discipline. Should the employee(s) or the Association wish to file a grievance against the discharge, suspension or discipline, it shall be reduced to writing and filed within seven (7) working days under Step 2 of the grievance procedure.
- 9.02 At the time formal discipline is imposed or at any other stage of the grievance procedure, an employee shall be advised of his or her right to the presence of a Union Representative or any other member of the Bargaining Unit if the Union Representative is not available.
- 9.03 It is agreed and understood that a probationary employee may be discharged at the Employer's sole discretion where the Employer determines it has cause, except that the employee will not be discharged for exercising his or her rights under the Collective Agreement.

**ARTICLE 10 - ARBITRATION**

- 10.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the nominee to the Board of Arbitration of the party requesting arbitration. The recipient of the notice shall within ten (10) working days thereafter notify the other party, in writing, of the name of its nominee to the Board of Arbitration. The two (2) nominees shall endeavour within ten (10) working days to agree upon a third member and Chairperson of the Board of Arbitration. It is understood that if the two (2) nominees fail to agree upon a Chairperson within the ten (10) working day period above, the Chairperson may be appointed by the Minister of Labour for the Province of Ontario upon the request of either party.
- 10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.03 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, add to or amend any part of this Agreement.
- 10.04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure except that the parties may agree in writing to extend the time limits fixed in both the grievance and arbitration procedures.
- 10.05 The decision of the majority of the Arbitration Board will be final and binding upon the parties to this Agreement and the employees. In the event there is not a majority decision of the Board of Arbitration, the decision of the Chairperson shall govern.

- 10.06 Each party shall pay the costs and expenses of its nominee and the costs and expenses of the Chairperson shall be borne equally by the parties.
- 10.07 The Agency and the Association may, by written agreement, substitute a sole arbitrator for the Board of Arbitration provided for herein and the Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

### **ARTICLE 11 - SENIORITY**

- 11.01 Seniority is defined as the period of continuous employment with the Employer by the employee since his or her last date of hire with the Agency.
- 11.02 Seniority for part-time employee(s) shall be based on paid hours, as recognized in the Collective Agreement, accumulated since date of last hire. It is recognized that sixteen hundred (1600) paid hours equals one (1) year of full-time service.
- 11.03 An employee will be deemed to be on probation until he/she has completed four hundred and fifty-five (455) hours worked.
- 11.04 The Agency agrees to keep a seniority list for all employees and to post same in a conspicuous place. The Agency shall supply the Association with a seniority list annually. The seniority list shall be updated annually and posted and forwarded to the Association no later than the 31st day of January in each year. Information pertaining to interim seniority changes will be made available to the Union Representative at the Executive Director's office.
- 11.05 The Agency agrees that in filling positions governed by Article 11.07, the Agency will consider the qualifications, experience, skill and ability of the individual to perform the work required. In the case where two (2) or more employees exhibit relatively equal qualifications, experience, skill and ability to perform the work required as determined by the Employer, then seniority shall be the determining factor.
- 11.06 An employee shall lose all service and seniority and shall be deemed to have been terminated if he or she:
- (a) resigns or retires;
  - (b) is discharged and the discharge is not reversed through the grievance procedure;
  - (c) has been absent due to layoff for a continuous period of eighteen (18) months;
  - (d) is absent from scheduled work for a period of three (3) consecutive working days without notifying the Agency of such absence and providing a reason satisfactory to the Agency;

- (e) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (f) fails to return to work within ten (10) calendar days following a layoff after being notified by registered mail to do so, unless through sickness or other reasonable cause he/she is unable to do so; it shall be the responsibility of the employee to keep the Agency informed of their current address;
- (g) is absent due to work or non-work related illness or injury for a period of twenty-four (24) months unless prohibited by statute.

11.07 In the event new positions are created in the bargaining unit or the Agency wishes to fill vacancies in existing positions, the Agency will post such positions or vacancies for a period of five (5) working days and shall stipulate the qualifications and experience required and the assignments to be filled in order that any interested employee may apply. In the event no qualified employee applies, then the Agency may hire a new employee from an outside source. The name of the successful applicant will be posted by the Agency.

11.08 Any employee presently in the bargaining unit, who elects to transfer to a position outside of the bargaining unit, may be rehired into the bargaining unit if a position is available, after the Employer has complied with the job posting and recall provisions. In such event, the returning employee shall be given a seniority date as of his/her date of last entry into the bargaining unit, for purposes of job opportunity and layoff and other non-monetary benefits and provisions. He/she shall retain his/her last date of hire with the Employer for the calculation of salary and any monetary benefits.

11.09 Part-time employees shall be given the first opportunity to fill temporary full-time vacancies if he/she is able to perform the available work. The Employer will outline the conditions and duration of such vacancy. Such temporary vacancy shall not exceed the time required to complete the specific circumstances which gave rise to the temporary vacancy. An employee who is absent due to leave of absence or illness shall have the right to return to his/her former position.

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

- (a) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) when absent on account of accident or illness and not in receipt of sick leave credit.

11.11 A part-time employee who changes his/her status to full-time will be given seniority credit on the basis of sixteen hundred (1600) paid hours of part-time being equivalent to one (1) year of full-time service and vice versa. In addition, an employee who is so transferred will be given credit for paid hours accumulated since the date of his/her last advancement on the seniority list.

## **ARTICLE 12 - LAYOFF AND RECALL**

- 12.01 In determining which employee(s) are to be laid off and recalled from layoff, the Employer shall consider seniority provided that the employee in question has the skill, qualifications and experience to perform the available work.
- 12.02 This Article shall not apply to layoffs of a temporary nature (i.e. layoffs of up to 30 calendar days).
- 12.03 When an employee is recalled pursuant to Article 11.06 (f) and is not immediately available for work, other seniority employees who are qualified may be recalled and shall be temporarily employed until the senior qualified employee reports within the ten (10) calendar days as outlined.
- 12.04 In the event of a proposed layoff of a permanent or long-term nature, the Employer will:
- (a) provide the Association with forty-five (45) days notice of such layoff, and
  - (b) meet with the Association to review the following:
    - i) the reasons causing the layoff;
    - ii) the method of implementation and the employee(s) laid off;
    - iii) the names of the bargaining unit members affected.
- 12.05 In the event of restructuring, consolidation or extension of any part of the service of the Employer with those of another agency or agencies, the Employer and the Union agree to implement the following:
- (a) The Employer will advise the Union concerning the restructuring, consolidation or extension of services within thirty (30) days after a decision to change services has been taken.
  - (b) As soon as practical, in the course of developing a plan for the implementation in the change of services, the Employer shall notify the Union of the projected staffing needs and their location.
- Such notice shall include the estimated number and types of positions/jobs/ assignments and their location.

## **ARTICLE 13 - LEAVES OF ABSENCE**

- 13.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Employer having regard to the Agency's operational needs. Such requests are to be given as far in advance as possible and a written

reply will be given within fourteen (14) days; except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

13.02

(a) Association Leave

The Employer may grant leaves of absence without pay, having regard to its operational needs, to employees selected by the Association to attend Association business, including conferences and conventions. During such leave of absence, an employee's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the full amount of salary and benefits in a timely fashion of being invoiced. The maximum leave taken under this clause shall be twelve (12) days in a calendar year for the Bargaining Unit.

Such requests for leaves of absence shall be submitted by the Union in writing at least fourteen (14) working days prior to the requested day(s) of leave and an answer will be provided by the Employer within seven (7) working days following the request.

(b) Board of Directors

An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as the employee may require to fulfil the duties of the position. The employee shall continue to accrue seniority and service during such leave of absence. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer, and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits in a timely fashion of being invoiced. Maximum leave taken under this clause shall be twenty (20) days in the calendar year for the Bargaining Unit.

(c) President, ONA

Upon application, in writing, by the Association on behalf of the employee to the Employer, a leave of absence without pay may be granted to such employee elected to the office of President of the Ontario Nurses' Association for a period of up to three (3) terms of two (2) years duration. The employee shall accrue seniority but not service during their absence. During such leave of absence an employee's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits in a timely fashion of being invoiced. The employee agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of return.

13.03 Bereavement Leave

- (a) In the event of a death of a member of the employee's family, family being limited to parent, brother, sister, spouse, son, daughter, step-son, step-daughter, ward, guardian, son-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, brother-in-law, grandparent, grandchild and grandparent of spouse, the employee may request bereavement leave and shall be granted up to seven (7) consecutive calendar days off from the date of death. The employee shall be paid for any hours he/she was scheduled to work for up to three (3) scheduled working days during the bereavement leave.

In the event of a death of an employee's aunt, uncle, niece or nephew, the employee shall be paid for any hours he/she was scheduled to work for up to one (1) scheduled working day for attendance at the funeral.

- (b) Where travel is required, additional unpaid leave may be granted by the Employer. "Spouse" for the purpose of bereavement will include a partner of the same sex.

13.04 Parental and Pregnancy Leave

Parental and pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act.

13.05 Pregnancy Leave S.U.B. Plan

- i) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, as amended, shall be paid a supplemental Employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Agency of the employee's Employment Insurance cheque stubs, shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.
- ii) An employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day of work prior to the commencement of the leave, times their normal weekly hours during the previous twelve (12) week period, plus any wage increases or salary increment that they would be entitled to receive if they were not on pregnancy leave.
- iii) The service requirement for eligibility for S.U.B. payments shall be sixteen hundred (1600) paid hours of continuous service.
- iv) The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or deferred remuneration or

severance pay benefits are not reduced or increased by payments received under the plan.

- v) Credits for service and seniority shall accumulate for the entire period of leave taken by an employee as may be required by the *Employment Standards Act*.
- vi) The Agency will continue to pay its share of the contributions of the subsidized employee benefits in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

#### 13.06 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or a coroner's inquest, in connection with a case arising from the employee's duties at the Employer, or is subpoenaed to appear at the College of Nurses or the College of Occupational Therapists of Ontario, the employee will receive pay for those days of his/her regular schedule during which he/she is required to be absent, provided that such employee promptly repays the amount (other than expenses) paid to him/her for such service or attendance to the Employer, and presents proof of service requiring his/her attendance. An employee shall not be required to attend work on these days, on which he/she is fulfilling the above commitment and in order to receive payment under this section, an employee must meet all of the following eligibility requirements:

- (a) the employee shall have given seventy-two (72) hours notice in writing to his/her immediate supervisor that he/she has been summoned for Jury Duty;
- (b) the employee would otherwise have been scheduled to work for the Employer on the day or days for which he/she claims payment;
- (c) the employee must produce to the Employer a cheque or voucher from the Court, showing the amount paid and the dates in reference to which such payment is made exclusive of expenses.

#### 13.07 Sick Leave

- (a) i) Full-time employees shall be eligible for sick leave benefits for up to twenty (20) days per annum (calendar year) up to a maximum of one hundred and forty (140) hours at full regular pay. Part-time employees are eligible for sick leave benefits on a pro-rated basis. In the event of a single continuous illness, following twenty (20) days of full regular pay, then an employee is eligible for seventy percent (70%) of their full regular pay until the end of fifteen (15) weeks of continuous illness when they become eligible for Employment Insurance sick benefits. At this point in a continuous illness, the employee is eligible for a top-up of the Employment Insurance benefit

to equal seventy percent (70%) of full regular pay through until the end of the thirtieth (30th) week of continuous illness.

- ii) At the request of the employee, in writing, the employee may use any vacation standing to his or her credit to top up the 70% salary received following sick leave at full pay, until such vacation time has been exhausted or the employee returns to full duty.
- (b) The maximum number of sick days which an employee may accumulate is twenty (20). Upon the termination of employment for any reason, there will be no pay out of any unused sick leave.
- (c) A non-probationary employee who is unable to attend at work and perform his/her duties due to sickness or injury and is not eligible to receive workers' compensation benefits or other disability benefits provided in Article 19, shall be entitled to use sick days accumulated pursuant to Article 13.07 (a).
- (d) The Employer may require the employee to provide a certificate of a legally qualified medical practitioner certifying that the employee is unable to attend at work to perform his/her duties due to sickness or injury. The Employer may request such certificate for an employee who is absent for more than three (3) days and such employee shall not be entitled to any additional sick pay as provided hereunder unless the employee provides such certificate in a form satisfactory to the Employer when requested. The Employer may require an employee to submit a medical certificate for a period of absence of less than three (3) days.
- (e) Where an employee is absent for a continuous period of more than three (3) days, the Employer shall be entitled to require a doctor's certificate to confirm fitness for work, and the Employer agrees to reimburse up to a maximum of \$25.00 upon being provided with an acceptable receipt.

#### **ARTICLE 14 - ACCESS TO FILES**

- 14.01 A copy of any completed evaluation which is to be placed in an employee's file shall be reviewed with the employee. The employee may initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.
- 14.02 Each employee shall have reasonable access to their personnel file for the purpose of reviewing their contents in the presence of their supervisor. A copy of the evaluation will be provided to the employee. No document shall be used against an employee where it has not been brought to their attention in a timely manner.
- 14.03 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for eighteen (18) months.

- 14.04 The Employer agrees that all censures issued prior to March 28, 1995 shall not be part of the employee's record.

### **ARTICLE 15 - PAID HOLIDAYS**

- 15.01 (a) The following days shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	2 Float Day
Civic Holiday	

- (b) In order to qualify for any of the above holidays, an employee must have worked their scheduled work day immediately before and following the holiday, unless the absence is due to an authorized leave of absence.
- (c) Case Managers will be paid for hours normally scheduled but in no case would the paid hours exceed thirty-five (35) hours per week.

For part-time employees, holiday pay will be computed on the basis of twenty percent (20%) of the employee's regular average weekly wages received in the previous four (4) week period.

- (d) If any of the holidays above occur on an employee's regular day off or during his/her vacation period, the employee shall receive an additional day off with pay.

- 15.02 The two (2) Float Days may be taken on days requested by the employee subject to the operational needs of the Agency. The employee will provide the Agency with two (2) weeks written notice of requests for a Float Day. It is agreed and understood that should the government proclaim an additional statutory holiday, the Float Days are reduced by one.

### **ARTICLE 16 – VACATIONS**

- 16.01 (a) All full-time employees shall be granted vacation with pay as follows:
- i) less than one (1) year of employment - 1.25 days per month of employment;
  - ii) one (1) or more years, but less than ten (10) years of employment – four (4) weeks;
  - iii) ten (10) or more years of employment, but less than ten twenty (20) years of employment – five (5) weeks;
  - iv) twenty (20) or more years of employment – six (6) weeks;

In the event an employee's employment with the Agency is terminated, his/her vacation entitlement will be pro-rated upon the amount earned at the date of termination.

- (b) All part-time employees shall be entitled to vacation time with pay in accordance with service as accumulated under Article 11.02:
  - i) start to 1,600 hours - six (6) percent;
  - ii) 1,600 hours or more but less than 16,000 hours - eight (8) percent;
  - iii) 16,000 hours or more but less than 32,000 - ten (10) percent
  - iv) 32,000 hours or more – twelve (12) percent.

16.02 Vacations must be taken by all employees entitled thereto and must be completed by December 31 and cannot accumulate or be taken in subsequent vacation years.

16.03 When an employee's employment is terminated for any reason, full payment for vacation earned but not already paid will form part of such employee's termination cheque.

16.04 Employees in keeping with the clinical operations of the Employer, shall be granted preference as to vacation time on the basis of seniority up until the last day of March of each year. Thereafter, vacation will be granted having regard to the clinical operations of the Employer on a first come, first served basis. Where more than one (1) employee has put in a vacation request on the same day, for the identical vacation time after the March deadline, seniority will be the deciding factor subject to the clinical requirements of the Employer.

16.05 (a) Vacation may commence on any day of the week.

(b) Vacation may be taken at any time of the year subject to Article 16.04.

16.06 (a) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.03.

(b) The portion of the employee's vacation which is deemed to be bereavement under the above provision will not be counted against the employee's vacation credits.

## **ARTICLE 17 - HOURS OF WORK**

17.01 It is expressly understood and agreed that the provisions of this Article are not a guarantee that work will be provided and the provisions of this Article shall not be construed to be a guarantee of work.

- 17.02 An employee will receive an unpaid one (1) hour lunch period. In addition, for those employees working a shift in excess of eight (8) hours they will receive an additional paid one-half ( $\frac{1}{2}$ ) hour meal period.
- 17.03 There shall be a paid fifteen (15) minute rest period during each half shift.
- 17.04 Lieu time shall accumulate as follows:
- (a) All hours in excess of thirty-five (35) hours per week must be approved in advance by the employee's supervisor and shall be compensated by lieu time at the rate of one (1) hour of lieu time for each hour worked.
  - (b) Overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular hourly rate shall be compensated for all work in excess of forty-four (44) hours worked in any calendar week.
  - (c) There shall be no pyramiding of overtime or other premiums.
  - (d) The employee shall receive lieu time for overtime worked at the rate described in 17.04 (b).
  - (e) In the event that the supervisor requires a staff member to remain at work beyond the regularly scheduled working day to attend to a clinical emergency, lieu time shall be accumulated at the rate of time and one half ( $1\frac{1}{2}$ ) the amount of time worked.
  - (f) Lieu time shall be taken at a time mutually agreed upon by the Employer and the employee. Such lieu time may be accumulated, but must be taken within ninety (90) days of it being earned. It is agreed and understood that each employee is responsible for maintaining an individual log for lieu time accumulated and taken. Such log is to be made available to the Employer upon request.
- 17.05 An employee reporting for work as scheduled, unless notified in advance not to report, and for whom no work is available, shall be offered at least four (4) hours of employment in other work at his regular rate of wages, or at the Employer's option, will be paid four (4) hours pay.
- 17.06 Full-time employees work a five (5) day week as follows:
- i) five seven (7) hour shifts with a one (1) hour unpaid meal period with two fifteen (15) minute paid rest periods;
  - ii) employees working the seven hour shift will commence work at 0900 hours.
- The schedule of the full-time employee will total thirty-five (35) hours per week and be approved by the Clinical Director. A full-time employee wishing to change his/her schedule may apply to the Clinical Director for approval with four weeks notice. The

Clinical Director will consider the request based on the clinical and operational needs of the organization.

The Employer reserves the right to change the full-time employees' schedule of shifts as may be dictated by the needs of the operation. The Employer will endeavour to provide four (4) weeks notice of any changes to the schedule for full-time employees.

It is agreed and understood that part-time employees work varying shifts depending upon the clinical needs of the Employer. The Employer will endeavour to provide at least four (4) weeks notice of any change to the part-time employee's shifts.

### **ARTICLE 18 - MISCELLANEOUS**

- 18.01 The Employer shall provide access to a Bulletin Board for the use of the Association in posting notices of the Association to its members. Such notices must have the approval of the Employer prior to such posting.
- 18.02 A copy of this Agreement, in a mutually agreed form will be issued to each employee now employed and as employed. The cost of such printing shall be borne equally by the parties.
- 18.03 Pay cheques are to be issued on a regular day of the week, with a clarified, itemized statement of all deductions, premiums and by an attachment, any other changes will be reported in a sealed envelope. Employees leaving the employ of the Employer shall be paid all outstanding monies as above, on the next regularly scheduled pay date. The Union recognizes that the Employer has implemented direct deposits for salaries.
- 18.04 Each employee shall keep the Employer informed of changes to relevant employment information.

### **ARTICLE 19 - BENEFITS**

- 19.01 The Employer agrees to continue the Health and Welfare plans in force at the time of signing this Agreement as fully described in the plan benefit booklet. The Employer will provide the Association with a copy of the master benefit plan/policy in existence for 2005 within two (2) months of the date of ratification of the collective agreement.
- 19.02 Any dispute as to entitlement to benefits under the plans provided is between the employee and the insurer. The Employer agrees to use its best efforts on behalf of the employee where there is a dispute.
- 19.03 It is agreed and understood that the Employer may change insurance carriers and plans where the new plan provides basically the same benefits as provided previously in circumstances where the Employer can reduce its cost or improve its administrative efficiency. Where an insurer discontinues any coverage, the Employer shall not be required to replace such discontinued coverage. However,

the premium dollars previously allocated to such discontinued benefit will be allocated to other benefit coverage as mutually agreed by the union and the Employer. A copy of the Master Plan will be provided to the Association if the carrier changes, and upon request.

- 19.04 All employees must, as a condition of employment, become a member of the group life insurance plan, the dental plan and the extended health care plan.
- 19.05 All employees under the Collective Agreement are entitled to benefit coverage set out hereunder upon completion of their probationary period.
- 19.06 The Employer agrees to pay the indicated percentage of the premium charged for the following health benefits for eligible bargaining unit employees who qualify under the terms of such plans and who work a minimum of thirty-five (35) hours a week:
- (a) group life insurance - one hundred percent (100%) of the premium for group life insurance coverage offered by an insurer to be chosen by the Employer;
  - (b) extended health care - one hundred percent (100%) of the premium for extended health care insurance offered by an insurer to be chosen by the Employer with coverage described in the said plan;
    - (i) Effective August 1, 2007 coverage shall include vision care in the amount of \$160 every 24 months
    - (ii) Effective August 1, 2007 the deductible for Chiropractic coverage under the extended health care plan shall be nil (\$0.00)
    - (iii) Effective August 1, 2007 delete semi-private coverage from the extended health care plan
  - (c) dental plan - one hundred percent (100%) of the premium for dental insurance coverage offered by an insurer to be chosen by the Employer providing one hundred percent (100%) basic dental coverage and fifty percent (50%) major dental coverage as defined with the said plan, with reimbursement based on the current Ontario Dental Association fee schedule.
- 19.07 Employees who do not work a minimum of thirty-five (35) hours a week will be responsible for the cost of premiums at a pro-rated basis to be shared with the Employer. Payment of the employee's pro-rated share will be made on a quarterly basis or as otherwise arranged with the Business Administrator. Failure to pay such premiums will result in a cancellation of all such benefits and any amounts outstanding remain due and payable.
- 19.08 Employees shall purchase benefit coverage under the Long Term Income Protection Plan (OHA) subject to acceptance by the insurer. Each employee will be responsible for paying one hundred percent (100%) of the premium required for such coverage.
- 19.09 It is agreed that each eligible employee shall advise the Employer in writing of the

facts and circumstances relevant to his or her insurability and to the insurability of his/her family, where applicable, and as may be required by the insurer. Each employee shall further advise the Employer of any changes of his/her status or in his/her family status, where applicable, thereafter. The Employer shall rely upon such information when arranging for such insurance coverage until such time as otherwise instructed by the employee in writing.

19.10 Whenever an employee recovers from a third-party, any amount claimed for loss of wages or sick leave, the employee shall repay to the Employer forthwith the amount of all monies paid to the employee by the Employer, in respect to the period for which such amount is recovered from the third-party, provided that the amount to be repaid shall not exceed the amount recovered from the third-party.

19.11 Where an employee does not work by reason of:

- (a) leave of absence for any cause other than pregnancy or parental leave;
- (b) accident or illness; or
- (c) layoff;

the Employer agrees to continue making its normal contributions towards the premium charged to the employee for the benefit plan during the first thirty (30) days of such absence. Thereafter, the responsibility for the payment of the entire amount of the premiums identified in this Article shall rest with the employee for the duration of his/her absence from work. Employees shall remit premium payments to the Employer at least one (1) week in advance of the first day of each month of coverage. In such cases the Employer agrees to remit the employee's premium payment to the insurer and to otherwise administer the employee's benefit plan on behalf of the employee and in accordance with the provisions of the plan. Where an employee fails to make such payment or where the employee's employment is terminated, such coverage shall be cancelled immediately.

19.12 Pension

Employees shall be required, as a condition of employment, to enrol in the Hospitals of Ontario Pension Plan (HOOPP). All eligible employees shall make contributions by way of payroll deductions in accordance with the terms of the plan. The Employer agrees to contribute an amount determined by the Ontario Hospital Association in consultation with the plan's actuary for eligible employees. However, in no circumstances shall the Employer's contributions exceed one point four (1.4) times the employee's contribution as required by the plan. The Employer acknowledges that it will abide by the terms of the plan.

19.13 Retiree Benefits

Employees who retire on or after April 1, 2006 will retain dental and extended health care benefit coverage conditional upon:

- (a) the employee having a minimum of twenty (20) years seniority;

- (b) the employee being less than 65 years of age;
- (c) the employee being in receipt of HOOPP pension plan benefits.

The Employer will pay the premium to continue dental and extended health care benefit coverage up to and including the month the eligible retiree turns 65 years of age.

## **ARTICLE 20 - ORIENTATION AND PROFESSIONAL DEVELOPMENT**

- 20.01 The Agency recognizes the need for an Agency Orientation Program of such duration as it may deem appropriate taking into consideration the needs of the Agency and the employees involved.
- 20.02 Both the Employer and the Association recognize their joint responsibility and commitment to provide and to participate in inservice education. The Association supports the principle of its members' responsibility for their own professional development and the Agency will endeavour to provide programs related to the requirements of the Agency. Available programs will be publicized and the Agency will endeavour to provide employees with opportunities to attend such programs during their regularly scheduled working hours.
- 20.03
- (a) With prior approval each case manager has available to them the amount of \$500.00 per annum to be used for continuing education specifically related to the work of HPS as determined by the Executive Director or designate.
  - (b) A case manager required to attend continuing education outside of scheduled hours (i.e., in excess of 35 hours per week) will be compensated in lieu time at the rate of one for one for each hour of continuing education attendance.
  - (c) With prior approval, a case manager may be permitted to attend continuing education during scheduled work hours without loss of pay.
  - (d) For education activities, not approved under subsection (a), during scheduled hours of work, staff may request a scheduling change to accommodate their attendance, subject to the ongoing operational needs of the organization. It is understood that this is not paid time.
  - (e) Mileage for travel to and from approved educational activities shall be paid for by the Employer out of the educational allowance established in (a).

## **ARTICLE 21 - DURATION**

- 21.01 This Agreement will be in effect from April 1, 2010 to March 31, 2012 and shall remain in effect from year to year thereafter unless either party gives written notice of termination or desire to amend the Agreement.

- 21.02 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 date of this Agreement or to any anniversary of such expiration date.

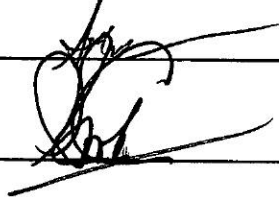
## **ARTICLE 22 - COMPENSATION**

- 22.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix "A" attached hereto and forms part of this Agreement.
- 22.02 Progression through the steps on the grid will accrue with the completion of each year of service in accordance with the seniority provisions in Article 11.
- 22.03 When a new classification in the bargaining unit is established by the Employer, the Employer shall advise the Union of such new classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 2 of the grievance procedure within ten (10) calendar days following any meeting. If the matter is not resolved in the grievance procedure, it may be referred to arbitration.

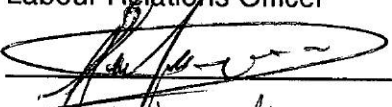
Any change in the rate established by the Employer through meetings with the Union or by a Board of Arbitration shall be retroactive to the time at which the new classification was first filled.

Dated at Hamilton Ontario, this 6<sup>th</sup> day of April, 2011.

FOR THE EMPLOYER

  
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\_\_\_\_\_

FOR THE UNION

Dora Kislerho, LRO  
Labour Relations Officer  
  
E. Candice  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A" - SALARY SCHEDULE**  
**April 01, 2010 – March 31, 2012**

	EFFECTIVE April 1, 2009		EFFECTIVE April 1, 2010		EFFECTIVE April 1, 2011	
	HOURLY	PER ANNUM	HOURLY	PER ANNUM	HOURLY	PER ANNUM
START	\$30.70	55,874	\$31.31	56,984	\$31.94	58,131
STEP 1	31.63	57,567	32.26	58,713	32.91	59,896
STEP 2	32.56	59,259	33.21	60,442	33.87	61,643
STEP 3	33.49	60,952	34.16	62,171	34.84	63,409
STEP 4	34.40	62,608	35.09	63,864	35.79	65,138
STEP 5	35.33	64,301	36.04	65,593	36.76	66,903
STEP 6	36.27	66,011	37.00	67,340	37.74	68,687
STEP 7			38.04	69,233	38.80	70,616

NOTE: The above adjustments resolve the issue of pay Pay Equity maintenance to date, and the parties further agree that collective bargaining settlements will be deemed to resolve any future issues related to Pay Equity maintenance without any specific reference to male comparators. It is understood and agreed that the parties will take into consideration the issue of pay equity when tabling proposals through the normal course of collective bargaining.

NOTE: Salaries are effective as of the date set out in Appendix "A". Payment will be made no later than the second pay period after the date of ratification.

NOTE: Probationary employees will be paid five percent (5%) less than the assigned step on the above salary schedule until satisfactorily completing the probationary period.

A.02 Recognition of Previous External Experience

It is agreed and understood that the Agency has the sole discretion to place new hires on the salary grid as the Agency deems appropriate having regard to the applicant's external previous experience and credentials.