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Collective Agreement

between

***Belleville General Hospital
Home Care Program***

and

***Ontario Nurses' Association
Local 58***

Expiry Date: July 27, 1994

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I N D E X

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION AND DEFINITION	1
Case Manager Representative	1
ARTICLE 3 - NO DISCRIMINATION	2
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 - NO STRIKES OR LOCKOUTS	4
ARTICLE 6 - ASSOCIATION REPRESENTATION	4
Management-Association Liaison Committee	4
Modified Work	6
Accident Prevention - Health and Safety Committee	6
ARTICLE 7 - ASSOCIATION SECURITY	8
ARTICLE 8 - GRIEVANCE PROCEDURE	8
Step No. 1	9
Step No. 2	9
Step No. 3	9
Policy Grievance	10
ARTICLE 10 - ACCESS TO AND USE OF FILES	12
ARTICLE 11 - SENIORITY	13
ARTICLE 12 - LEAVE OF ABSENCE	19
Pregnancy/Parenting Leave	19
Bereavement Leave	22
Education Leave	22
Association Business Leave	23
Leave. Board of Directors	23
Leave. President. ONA	24
Professional Leave	24
Prepaid Leave Plan	24
ARTICLE 13 - PAID HOLIDAYS	26
ARTICLE 14 - VACATION WITH PAY	27
Scheduling	29
Vacation Pay	29
ARTICLE 15 - HOURS OF WORK	30
Scheduling	31
ARTICLE 16 - EARNED BENEFITS	32
Hospitals of Ontario Voluntary Life Insurance Plan	33
Unemployment Insurance Rebate	35

ARTICLE 17 - MISCELLANEOUS	35
ARTICLE 18 - SICK LEAVE AND LONG TERM DISABILITY	37
ARTICLE 19 - COMPENSATION ,	38
ARTICLE 20 - PROFESSIONAL RESPONSIBILITY . . ,	39
ARTICLE 21 - DURATION ,	40
SCHEDULE "A" - SALARY SCHEDULE	42
SCHEDULE "B" - CASE MANAGER ,	42
SCHEDULE "C" - LIST OF CHAIRPERSONS - PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE	43
SCHEDULE "D" - PART TIME ADDENDUM ,	44
APPENDIX 1 - GRIEVANCE FORM	48

ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Case Managers covered by this Agreement; to provide for on-going means of communication between the Association and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

- 1.02 It is recognized that Case Managers wish to work together with the Employer to secure the best possible case management and health care for clients. Appropriate committees have been created under this Agreement to work towards this objective.

ARTICLE 2 - RECOGNITION AND DEFINITION

- 2.01 The Employer recognizes the Association as the sole bargaining agent for all registered and graduate nurses employed as Case Managers in Home Care by Belleville General Hospital, in the County of Hastings, save and except supervisors, persons above the rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week and persons in bargaining units for which other trade unions held bargaining rights as of October 3, 1991.

- 2.02 All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the local Ontario Nurses' Association.

- 2.03 The word "Case Managers" when used throughout this Agreement shall mean persons included in the above-described Bargaining Unit.

- 2.04 The words "immediate supervisor" wherever used in this Agreement shall mean the Supervisor or a person, as the case may be, to whom the Case Manager usually reports for duty.

- 2.05 Case Manager Representative

The Employer agrees to recognize Representatives to be elected or appointed from amongst Case Managers in the bargaining unit for the purpose of dealing with Association business, Such Representatives so elected or

appointed shall represent the interests of both the full time and part time Case Managers.

- 2.06 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires.
- 2.07 A full time Case Manager is a Case Manager who is regularly scheduled to work full time hours as referred to in Article 15.00.
- 2.08 A registered nurse is a nurse who holds certification with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act.
- 2.09 A graduate nurse is defined as a nurse with certification incomplete, who is a graduate of a program acceptable to the College of Nurses and is either in the process of being certified by the College of Nurses of Ontario or is completing certification requirements.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Association agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its representatives with respect to any Case Manager because of her membership, activities on behalf of the Association, or non-membership in the Association, and that there will be no Association activity, solicitation for membership or collection of dues on the Employer's premises except with the written permission of the Employer or as specifically provided for in this Agreement.
- 3.02 It is agreed that there will be no discrimination or harassment by either party or by any of the Case Managers covered by this Agreement on the basis of any grounds as prohibited by the Ontario Human Rights Code as amended from time to time.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Subject to the right of any Case Manager who feels that she has been unjustly treated to lodge a grievance in the manner hereinafter provided, the Association agrees to cooperate with the Employer to maintain the highest possible standard of service and efficiency, and the Association acknowledges the exclusive right of the Employer as follows:

- (a) to direct the operation of the Employer in the best interests of the clients, the community and the Case Managers, both within and without the bargaining unit;
- (b) to formulate policies, rules and regulations which are not inconsistent with the provisions of the Agreement;
- (c) to Introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices; to enter into contracts for buildings, repairs, equipment, supplies, materials and services;
- (d) to determine where, by whom, and in what manner to what time and under what conditions Case Managers in the bargaining unit shall perform their duties;
- (e) to determine in the interest of efficient operation and highest standard of service, the hours of work which are not inconsistent with the terms of this Agreement, work assignments, methods of doing the work and the working establishment for any service provided always that reasonable notice shall be given to the Case Managers involved in any changes to be made;
- (f) to maintain order and discipline, to hire, promote, transfer, demote, suspend, discharge or otherwise discipline Case Managers for just cause;
- (g) To instruct and direct Case Managers in their duties, responsibilities, towards clients, visitors, Department Heads, Supervisors and other Employer employees who are outside the bargaining unit;
- (h) To have absolute control of the buildings, use of buildings, use of utensils, equipment, machinery, supplies, material, insurance, drugs and medicines, and of clothing, uniforms and all other articles or things belonging to the Employer.

4.02

The Employer shall not exercise its management rights herein in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Association agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The terms, "strike" and "lockout", shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 6 - ASSOCIATION REPRESENTATION

6.01 The Employer acknowledges the right of the Association to appoint or elect from its membership two (2) Case Managers as representatives for the purpose of dealing with Association business as provided in this Collective Agreement.

6.02 The Employer agrees to recognize a Grievance Committee consisting of up to two (2) Case Managers.

The function of these Case Manager representatives shall be to assist Case Managers in the processing of any grievance which properly arises under the provisions of the Agreement. Upon mutual agreement of the parties, the foregoing jurisdiction and numbers may be altered from time to time.

6.03 Management-Association Liaison Committee

- (a) There shall be a Management-Association Liaison Committee composed of three (3) representatives of the Association. The membership of the Committee may be expanded by mutual agreement.
- (b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to all Committee members.
- (c) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of client services;

ii) dealing with complaints referred to it in accordance with the provisions of Article 20, Professional Responsibility:

iii) discussing and reviewing matters relating to orientation and inservice programs, and generally any matters of mutual concern which are not properly the subject matter of grievances or negotiations.

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

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

6.05 The Employer shall continue its present practice of meeting with the Case Managers to discuss matters of mutual concern.

6.06 It is agreed that Case Manager representatives and members of the grievance committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission of their supervisor. The Employer agrees to pay for all planned, pre-authorized time spent during regular scheduled working hours by such representatives hereunder. Such permission shall not be unreasonably withheld.

6.07 It is agreed that the number of Committee members and representatives listed above are not in addition to but includes the part time bargaining unit members.

6.08 The Employer agrees that an Employment Relations Officer or Case Manager Representative shall be allowed fifteen (15) minutes during regular working hours to interview newly hired Case Managers during their probationary period. During such interview, membership forms may be provided to the Case Manager. These interviews shall be scheduled in advance as determined by mutual consent and may be arranged collectively or individually by the Employer.

6.09 The Association will provide the Employer with an updated list of personnel annually showing its officers and Case Manager Representatives. This list will be revised when changes occur.

6.10 The Association may hold meetings on Employer's premises providing permission has been first obtained from the Employer.

6.11 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement provided prior arrangements are made with the Chief Executive Officer or delegate. Such representatives shall have access to the premises only with the approval of the Chief Executive Officer or delegate which will not be unreasonably withheld.

6.12 Modified Work

The Employer will notify the contact person of the names of all Case Managers who go off work due to a work related injury or when a Case Manager commences receipt of Long Term Disability Benefits.

When it has been medically determined that a Case Manager is unable to return to the full duties of her position due to a disability, the Employer will notify and meet with a staff representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the Case Manager's return to suitable work.

The Employer, in accordance with present practice, will ensure that a copy of the Workers' Compensation Board Form 7 is sent to the Association within seventy-two (72) hours of the date of a Case Manager injury, unless there are unusual circumstances.

6.13' Accident Prevention - Health and Safety Committee

(a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Home Care Program offices in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention-Health and Safety Committee, at least one (1) representative selected or appointed by the

Association from amongst bargaining unit employees who will represent both the full time and part time Case Managers.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with reasonable access to all accident reports, health and safety records, and any other pertinent information in its possession.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (g) The Association agrees to endeavour to obtain the full cooperation of its membership in the observance of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention-Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Employer at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) Pregnant Case Managers may request to be transferred from their current duties, if, in the professional opinion of the Case Manager's physician, the pregnancy may be at risk. If such transfer is not feasible, the pregnant Case Manager, if she so requests, shall be granted an

unpaid leave of absence before commencement of the current contractual maternity leave.

- (j) Where the Employer identifies high risk areas where Case Managers are exposed to infectious or communicable diseases for which there are available protective medications, such medications will be provided at no cost to the Case Managers.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each Case Manager covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 7.02 Such dues shall be deducted monthly and in the case of newly employed Case Managers, such deductions shall commence in the month following their date of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary Treasurer 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.
- 7.04 The amounts so deducted shall be remitted monthly to the Provincial Secretary Treasurer of the Association. In remitting such dues, the Employer shall provide a list of Case Managers from whom deductions were made and their Social Insurance Numbers.
- 7.05 The Employer will provide each Case Manager with a T-4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.
- 7.06 The Association shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of such deduction and remittance.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.02 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, a Case Manager is entitled to be represented by her Case Manager representative. In the case of suspension or discharge, the Employer shall notify the Case Manager of this right in advance.

8.03 It is the mutual desire of the parties hereto that complaints of Case Managers shall be adjusted as quickly as possible, and it is understood that a Case Manager has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Case Manager and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of her immediate supervisor's decision in the following manner and sequence:

Step No. 1

The Case Manager may submit a written grievance, signed by the Case Manager, to her immediate supervisor. The grievance shall be on a form referred to in Article 8.09 and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within nine (9) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the Case Manager may submit the written grievance to the Director of Home Care or her designate who will deliver her decision in writing within nine (9) calendar days from the date on which the written grievance was presented to her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Executive Director or her designate. A meeting will

then be held between the Executive Director or her designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No.3 unless extended by agreement of the parties. It is understood and agreed that a Representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Executive Director or her designate may have such counsel and assistance as she may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting. A copy of the third step grievance reply will be provided to the Employment Relations Officer.

8.04 Policy Grievance

A complaint, or grievance, arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Agreement, shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Local Contact or her designate.

8.05 Where a number of Case Managers have identical grievances and each Case Manager would be entitled to grieve separately they may present a group grievance in writing signed by each Case Manager who is grieving to the Director of Home Care or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Case Manager(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 The release of a probationary Case Manager shall not be subject to the grievance procedure unless the probationary Case Manager is released for exercising a right under this Agreement. A claim by a Case Manager who has completed her probationary period, that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Case Manager with the Employer at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the Case Manager; or,
- (b) reinstating the Case Manager with or without loss of seniority and with or without full compensation for the time lost; or,
- (c) by any other arrangement which may be deemed just and equitable.

The Employer agrees to provide written reasons within seven (7) calendar days to the affected Case Manager in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a Case Manager who has completed her probationary period, without just cause.

- 8.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (3.6) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 8.08 All agreements reached under the Grievance Procedure between the Representatives of the Employer and the Representatives of the Association will be final and binding upon the Employer and the Association and the Case Managers.
- 8.09 Association grievances shall be on the form set out as Appendix 1 to this Agreement.
- 8.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree

upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

- 8.11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.14 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the Case Manager or Case Managers concerned.
- 8.15 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 8.16 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 44(6) of the Labour Relations Act.
- 8.17 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 10 - ACCESS TO AND USE OF FILES

- 10.01 A copy of any completed appraisal which is to be placed in a Case Manager's file shall be first reviewed with the Case Manager. The Case Manager shall sign such appraisal as having been read and shall have the opportunity to add her views to such appraisal prior to it being placed in her file, Each Case Manager shall have reasonable access to her file for the purposes of reviewing its contents in

the presence of her supervisor. A copy of the appraisal will be provided to the Case Manager at her request. It is understood that such appraisals do not constitute disciplinary action by the Employer against the Case Manager. No document shall be used against a Case Manager where it has not been brought to her attention in a timely manner.

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

ARTICLE 11 - SENIORITY

- 11.01 (a) A newly employed Case Manager shall be considered to be on probation for a period of sixty (60) days worked or six (6) months, whichever occurs first, worked from date of last hire in the Home Care Program. During the probationary period, employment may be terminated at the discretion of the Employer. Where the Employer requests an extension of the probationary period, it will provide notice to the Local Association contact person or her designate at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. If retained after the probationary period, the Case Manager shall be credited with seniority from date of last hire in the Home Care Program.
- b) It is understood and agreed that any extension to the probationary period will not exceed sixty (60) paid days' worked or six (6) months whichever occurs first, and, where requested, the Employer will advise the Case Manager and the Local Contact person, or her designate, of the basis of such extension.
- 11.02 A seniority list showing the names of the full time Case Managers, who have completed the probationary period shall be posted by the Employer on February 1st and August 1st of each year and a copy of the seniority list will be sent to the Association. For information purposes only, the names of all probationary Case Managers shall be included in the seniority list.
- 11.03 A Case Manager's full seniority shall be the length of time employed in the Home Care Program since the last

date of hire in the program. A Case Manager's service shall mean Case Manager's total credited length of employment with the Belleville General Hospital.

11.04

For the purpose of clarity, a Case Manager's full seniority and service shall be retained by the Case Manager in the event that she is transferred from full time to part time or in the event that she is transferred from casual to regular part time or vice versa. A Case Manager whose status is changed from full time to part time shall receive credit for her full seniority and service on the basis of One Thousand Five Hundred (1,500) hours worked for each year of full service. A Case Manager whose status changes from part time to full time shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each One Thousand Five Hundred (1,500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

11.05

If a Case Manager's absence without pay from the Employer including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous days she will not accumulate seniority or service for any purposes under this Agreement for the period in excess of thirty (30) continuous calendar days unless otherwise provided and the Case Manager will become responsible for full payment of any subsidized benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days, a Case Manager may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continued coverage.

Notwithstanding this provision, seniority shall accrue for a period of one (1) year if a Case Manager's absence is due to disability resulting in Workers' Compensation Benefits or Long Term Disability Benefits including the period of the disability program covered by Unemployment Insurance.

Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay the premiums for benefit plans for Case Managers for a period of up to seventeen (17) weeks while a Case Manager is on pregnancy leave under Article 12.03 and for a period of eighteen (18) weeks while a Case Manager is on parental leave under Article 12.03.

11.07

Seniority shall be lost, and a Case Manager shall be deemed to be terminated if she:

- (a) leaves of her own accord;
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) is laid off for a period in excess of twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency without a satisfactory reason;
- (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 upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within seven (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties;
- (g) retires;
- (h) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.
- (i) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced.

[Note: Article 11.07(i) shall be interpreted in a manner consistent with the provisions of the Human Rights Code.]

11.08

- (a) Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to regular part time Case Managers in the bargaining unit on the basis of seniority who are qualified to perform the work in question.

Subject to the above, the Employer agrees to post notice of all vacancies or new positions established within the bargaining unit for a period of ten (10) calendar days. Case Managers wishing to be considered for such positions or vacancies shall make written application within the ten (10) day posting period to the Director of Human Resources. The name of the successful applicant will be posted.

- (b) Case Managers shall be selected for positions posted on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal among the Case Managers being considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.
- (c) At the request of the Case Manager, the Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- (d) It is understood that full time Case Managers' regular assignments are periodically rotated by the Employer. Such rotations will be on at least two (2) weeks' notice to the full time Case Managers involved.
- (e) Where an applicant has been selected in accordance with this Article, and it is subsequently determined that she cannot satisfactorily perform the assignment to which she was assigned, the Employer will attempt, during the first thirty (30) days' worked from the date of the assignment, to return the Case Manager to her former assignment and the filling of subsequent vacancies will be reversed.

11.09 The Employer shall have the right to fill the vacancy or new position on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be placed in the assignment.

11.10 Supervisors excluded from the Bargaining Unit shall not perform duties normally performed by Case Managers in the Bargaining Unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to Case Managers in the bargaining unit.

- 11.11
- (a) In the event of a layoff of Case Managers is required, the Employer agrees to layoff Case Managers in the reverse order of seniority provided that Case Managers who remain on the basis of seniority are willing and qualified to do the available work. When recalling Case Managers from layoff, those last to be laid off will be the first to be recalled, provided that in each case, the Case Manager to be recalled is willing and qualified to do the work to which she would be assigned.
 - (b) All regular part time and full time Case Managers represented by the Association who are on layoff will be given a job opportunity in the full time and regular part time categories before any new Case Manager is hired into either category.
 - (c) If, as the result of a layoff from a position, a Case Manager is entitled to exercise her seniority rights and bump a less senior Case Manager, it is agreed that the senior Case Manager shall "bump" the Case Manager in the bargaining unit having the least seniority.
 - (d) The Employer will not hire any new employees to fill a Case Manager position or one that is similar to Case Manager where there is a nurse on layoff who is willing and qualified to fill the requirements of the job.

11.12 In the event of a proposed layoff of a permanent or long term nature, the Employer will:

- (a) provide the local Association with no less than thirty (30) calendar days notice of such layoff; and,
- (b) meet with the Local Association through the Executive to review the following:
 - 1) the reasons causing the layoff;
 - 2) the service which the Employer will undertake after the layoff; and,
 - 3) the method of implementation including the areas of cutback and the Case Managers to be laid off or otherwise affected.
- (c) In the event of a cutback in service which will result in displacement of staff, the Employer will

provide the Local Association with reasonable notice. If requested, the Employer will meet with the Local Association through the Management-Association Committee to review the reasons and expected duration of the cutback in service, realignments of service or staff and its effect on Case Managers in the bargaining unit.

- (d) any agreement reached between the Employer and the Local Association resulting from the review above concerning the method of implementation will take precedence over the provisions of Article 11.11.
- (e) Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.
- (f) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Association.

11.13 The Association recognizes that the persons not coming within the scope of this bargaining unit regularly perform the same duties and responsibilities as Case Managers.

11.14 (a) Appointments to Supervisory Positions Outside the Bargaining Unit

A Case Manager who is permanently transferred to a supervisory position outside the Bargaining Unit shall retain, but not accumulate seniority while in that position. When a Case Manager, in a supervisory position, outside the Bargaining Unit, is transferred into the Bargaining Unit, she will be credited with seniority, only to the extent that she accumulated such rights within the Bargaining Unit, or what is now the Bargaining Unit.

- (b) The selection or appointment of Case Managers for any supervisory position, not covered by this Agreement, shall be subject to a trial period of three (3) months, during which time the Case Manager shall have the right to return to a position within the bargaining unit.

11.15 A Case Manager who wishes to transfer from her present assignment, geographic area or office location in the Home Care Division, may do so by filing the appropriate form with the Director of Home Care, or her designate, indicating the assignment, geographic area or office location preferred. Such form shall be considered as a formal application for positions posted as per Article 11.08(a) and shall be kept on file.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Members of the Association shall be entitled to apply to the Director for a leave of absence without pay for legitimate personal reasons, it being understood that such special leave may, at the discretion of the Director, be extended to a period of not more than six (6) months. Such leave shall not be unreasonably withheld.

'12.02 If a full time or regular part time Case Manager is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is party, or required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Case Manager's duties for the Employer, the Case Manager shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the Case Manager:

- (a) notifies the Employer immediately on the Case Manager's notification that she will be required to attend court;
- (b) presents proof of service requiring the Case Manager's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

12.03 Pregnancy/Parenting Leave

- (a) Pregnancy/Parenting leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

- (b) The service requirement for eligibility for pregnancy/parenting leave shall be thirteen (13) weeks of continuous service prior to the expected commencement of the leave.
- (c) The Case Manager shall give written notification at least two (2) weeks in advance of the date of commencement of Pregnancy/Parenting Leave and the expected date of return.
- (d) The Case Manager shall reconfirm her intention to return to work on the date originally approved at least four (4) weeks in advance thereof. The Case Manager shall be reinstated to her former assignment unless the assignment has been discontinued in which case she shall be given a comparable job.
- (e) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a Case Manager who is on pregnancy leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Employer of the Case Manager's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the Case Manager is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Case Manager's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The Case Manager does not have any vested right except to receive payments for the covered Unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under this plan.

- (f) A Case Manager who becomes a parent of a child is eligible for Parental Leave in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (g) A Case Manager that has taken a Pregnancy Leave under Article 12.03 is eligible to be granted a parental leave of up to eighteen (18) weeks duration, in accordance with the Employment Standards Act. A Case Manager who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for up to six (6) months duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the Case Manager shall advise the Employer as far in advance as possible with the respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the adoption. If, because of late receipt of confirmation of the adoption, the Case Manager finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (h) The Case Manager shall be reinstated to her former position, unless her former position has been discontinued, in which case she shall be given a comparable job.
- (i) Effective upon ratification of this agreement and on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a Case Manager who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and other earnings. Such payment shall commence following completion of the two (2) weeks Unemployment Insurance waiting period, and receipt by the Employer of the Case Manager's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Benefits for a maximum period of ten (10) weeks. The Case Manager's regular weekly earnings shall be determined by multiplying her regular hourly rate

on her last day worked prior to the commencement of the leave times her normal weekly hours.

- (j) Case Managers newly hired to replace Case Managers who are on approved pregnancy/parenting leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, in a permanent position, the Case Manager shall be credited with seniority from date of hire subject to successfully completing her probationary period. The Case Manager shall be credited with days worked towards the probationary period provided in Article 11.01 (a) to a maximum of thirty (30) shifts worked.

The Employer will outline to Case Managers hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

12.04 Bereavement Leave

A Case Manager who notifies the Employer as soon as possible following a bereavement shall be granted three (3) consecutive working days off, without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. "Spouse" for the purposes of bereavement leave shall include a partner of the same sex. The Employer, in its discretion, may extend such leave with or without pay.

12.05 Education Leave

- (a) Leave of absence, without pay, for the purpose of further education directly related to the Case Manager's employment with the Employer may be granted on written application by the Case Manager to the Director of Home Care or her designate, Requests for such leave will not be unreasonably denied.
- (b) A full time or regular part time Case Manager shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purposes of writing any examinations required in any recognized course in which Case Managers are enrolled to upgrade their Case Manager functions.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the Case Manager's employment with the Employer, may be granted at the discretion of the Employer upon written application by the Case Manager to the Director of Home Care or her designate.
- (d) Case Managers will not be required to work on the day they write the examination.

12.06 Association Business Leave

Leaves of absence, without pay, for Association business up to an aggregate bargaining unit total of thirty (30) days during each twelve (12) month term of this Agreement, and limited to no more than two (2) Case Managers at any one time, will be granted provided two (2) weeks advance notice is given to the Employer prior to the expected date of the commencement of such leave of absence. Such leave shall not be unduly withheld. During such leave of absence, the Case Manager's salary and applicable benefits shall be maintained by the Employer and the Local Association agrees to reimburse the Employer in the amount of the cost of salaries and benefits except for Provincial Committee meetings which will be reimbursed by the Association. The Employer will bill the Local Association within a reasonable period of time.

12.07 (a) Leave, Board of Directors

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

Notwithstanding Article 10.06, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 12.06 above. During such leave of absence, the Case Manager'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.

(b) Leave, President, ONA

Upon application in writing by the Association on behalf of the Case Manager to the Employer, a leave of absence shall be granted to such Case Manager elected to the office of President of the Ontario Nurses' Association for a period of up to two (2) consecutive years. Notwithstanding the provisions of Section 10.06, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the Case Manager's salary and applicable benefits shall be maintained by the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the Case Manager shall be deemed to be an employee of the Ontario Nurses' Association. The Case Manager agrees to notify the Employer in advance of her intention to return to work at least seven (7) weeks prior to the date of such return.

12.08 Professional Leave

Professional leave with pay will be granted to full time or regular part time Case Managers who are elected to the College of Nurses to attend regularly-scheduled meetings of the College of Nurses.

12.09 Prepaid Leave Plan

Effective the date of ratification, the Employer agrees to introduce a prepaid leave plan program, funded solely by the Case Manager, subject to the following terms and conditions:

- (a) The plan is available to Case Managers wishing to spread four (4) years salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral,
- (b) The Case Manager must make written application to the Director of Home Care 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 Case Managers that may be absent at any one (1) time shall be two (2) Case Managers (whether full time or part time). The year, for purposes of the program, shall be September 1st of one (1) year to August 31st of the following year

or such other twelve (12) month period as may be agreed upon by the Case Manager, the Local Association and the Employer.

- (d) Written applications will be reviewed by the Director of Home Care or her designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the Case Manager's gross annual earnings will be deducted and held for the Case Manager and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Case Manager at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the Case Manager.
- (h) All, if any, benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The Case Manager shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan, The Case Managers will not be eligible to participate in the disability income plan during the year of the leave,
- (i) A Case Manager may withdraw from the plan at any time during the deferred portion provided three (3) months' notice is given the Director of Home Care. Deferred salary, plus accrued interest, if any, will be returned to the Case Manager, within a reasonable period of time.
- (j) If the Case Manager terminates employment, the deferred salary held by the Employer plus accrued

interest;, if any, will be returned to the Case Manager within a reasonable period of time. In case of the Case Manager's death, the funds will be paid to the Case Manager's estate.

- (k) The Employer will endeavour to find a temporary replacement for the Case Manager as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the Case Manager as much notice as is reasonably possible. The Case Manager will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The Case Manager will be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave programme will be subject to the Case Manager entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Case Manager's pay. Such agreement will include a statement that the Case Manager is entering the prepaid leave program in accordance with Article 12.10 (b) of the Collective Agreement.

ARTICLE 13 - PAID HOLIDAYS

13.01 (a) The following holidays will be recognized:

New Years Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (b) An eleventh holiday, classed as a floating holiday, shall be provided between New Year's and Easter each year. A twelfth holiday, classed as a floating holiday, shall be provided between May 1st and November 30th each year. The floating holiday shall be scheduled during the time periods noted on the mutual agreement of the Employer and the Case Manager.

- 13.02 If a holiday falls on a Saturday or a Sunday, it shall be observed on the preceding or following working day at the discretion of the Employer.
- 13.03 (a) When a holiday falls during a Case Manager's scheduled vacation period, her vacation shall be extended by one (1) day unless the Case Manager and the Employer agree to schedule a different day off with pay;
- (b) Where a holiday falls on a Case Manager's scheduled day off, an additional day off with pay will be scheduled.
- 13.04 In order to qualify for a holiday, a Case Manager shall complete her full scheduled shift on each of the working days preceding and following the holiday concerned unless excused by the Employer or the Case Manager was absent due to:
- (a) Legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) Vacation granted by the Employer;
- (c) The Case Manager's regular scheduled day off;
- (d) A paid leave of absence provided the Case Manager is not otherwise compensated for the holiday.
- 13.05 Holiday pay will be computed on the basis of the Case Manager's regular straight time hourly rate of pay times the number of hours for a normal day's work as set out in Article 15.
- 13.06 A Case Manager required to work on any of the paid holidays shall be paid at the rate of time and one-half her regular straight time hourly rate of pay for all hours worked on such holiday and in addition, she shall receive a lieu day off with pay in the amount of her regular straight time rate of pay for a normal day. ~~Where~~ a Case Manager becomes entitled to a lieu day, the lieu day shall be scheduled as agreed between the Home Care Program and the Case Manager and should the Case Manager desire an alternate lieu day, the Home Care Program will endeavour to accommodate her request subject to scheduling needs.

ARTICLE 14 - VACATION WITH PAY

- 14.01 All Case Managers shall receive vacations with pay based on length of full time continuous service as follows:

- (a) Case Managers who have completed less than one (1) year of full time continuous service shall be entitled to a vacation on the basis of 1.25 days (9.375 hours for Case Managers whose regular hours of work are other than the standard work day) for each completed month of service with pay in the amount of 6% of gross earnings.
- (b) Case Managers who have completed one (1) or more years of full time continuous service shall be entitled to an annual vacation of three (3) weeks with three (3) weeks pay (112.5 hours pay for Case Managers whose regular hours of work are other than the standard work day), provided the Case Manager works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (c) Case Managers who have completed three (3) or more years of full time continuous service shall be entitled to an annual vacation of four (4) weeks with four (4) weeks pay, (150 hours pay for Case Managers whose regular hours of work are other than the standard work day), provided the Case Manager works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (d) Case Managers who have completed fifteen (15) or more years of full time continuous service shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay, (187.5 hours pay for Case Managers whose regular hours, of work are other than the standard work day), provided the Case Manager works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (e) Case Managers who have completed twenty-five (25) years or more of full time continuous service shall be entitled to an annual vacation of six (6) weeks with six (6) weeks pay (225 hours pay for Case Managers whose regular hours of work are other than the standard work day), provided the Case Manager works or receives paid leave for a total of at least 1525 hours in the vacation year.
- (f) If a Case Manager works or receives paid leave for less than 1525 hours in the vacation year she will receive vacation pay basad on a percentage of her gross salary for work performed on the following basis:

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%

14.02

Scheduling

- (a) Vacation schedules shall be posted by April 30th annually and prior to leaving on vacation a Case Manager shall be notified, if possible, of the tour of duty to which she is to report to work following vacation.
- (b) The Employer will endeavour to schedule the weekend prior to or following a Case Manager's vacation off, if requested by the Case Manager.
- (c) The Employer will post by March 1st, a vacation preference list in each office of the Home Care program and each Case Manager employed by the Home Care Program should indicate prior to April 1st, her preference(s) for vacation period. Where more Case Managers have indicated the same period than the Employer can reasonably grant, preference for the choice of vacation period shall be given to Case Managers having the most seniority, consistent with the efficient operation of the Home Care Program. The vacation schedule shall be confirmed by April 30th. Any request for vacation after April 1st shall be granted on a first come first served basis consistent with the efficient operation of the Home Care Program.

14.03

Vacation Pay

On receipt of a signed request of the Case Manager concerned, at least four (4) weeks prior to the commencement of vacation, vacation pay shall be computed so that a Case Manager will receive the amount of money normally earned on a regular work schedule, and shall be included in a salary cheque issued immediately preceding the commencement of vacation.

14.04

A Case Manager who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the Case Manager, will provide at least two (2) weeks' notice of termination.

14.05

For the purpose of vacation entitlement, service for those Case Managers whose status is changed, from part time to full time or vice versa, shall mean the combined service as part time and full time Case Manager employed by the Employer and accumulated on a continuous basis. For the purpose of this Article, One Thousand Five

Hundred (1500) hours of part time service shall equal one (1) year of full time service and vice versa.

14.06 The following shall apply to full time Case Managers in the Home Care Department:

- (a) Where a Case Manager's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where a Case Manager's scheduled vacation is interrupted due to hospitalization, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the Case Manager's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

14.07 Vacations may not be accumulated from one vacation year to the next without the approval of the Director, Home Care Program. The vacation year shall be from July 1 to June 30.

14.08 Vacation entitlement may only be taken prior to June 30th with the express approval of the Director, Home Care Program.

ARTICLE 15 - HOURS OF WORK

15.01 The normal daily tour shall be seven and one-half (7½) hours exclusive of an unpaid meal period, of thirty minutes, Monday to Friday, 8:30 a.m. - 4:30 p.m.

Nothing in this provision restricts the Employer from establishing afternoon, evening, night or weekend shifts.

15.02 The regular daily hours of work of a Case Manager shall average five (5) days per week as determined by the Employer, averaging thirty-seven and a half (37½) hours per week.

Case Managers shall be entitled, subject to the exigencies of the job, to relief periods during the day on the basis of fifteen (15) minutes in each half day worked.

15.03 Where a Case Manager notifies her supervisor that she has been or will be unable to take the normal lunch break due to extenuating circumstances, such Case Manager shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours. Whenever possible, the Case Manager will contact her supervisor in advance in order to obtain approval.

15.04 If a full time or regular part time Case Manager is required by the Employer to work in excess of the hours worked in Article 15.01, she shall receive overtime premium of one and one-half (1½) times her regular straight time hourly rate which overtime premium shall be compensated by mutual agreement of the Case Manager and the Employer by either:

- (a) Payment of overtime premium at the rate of one and one-half (1½) times the Case Manager's regular straight time hourly rate of pay for the time so worked; or,
- (b) Lieu time off at the rate of one and one-half (1½) times the time so worked, to be taken at a time that is mutually agreeable to the Case Manager and the Employer.

15.05 Scheduling

- 1) Requests for a change of scheduled hours must be submitted in writing and co-signed by the Case Manager willing to exchange. The request for such a change shall be subject to approval by the Director of Home Care or her designate, such approval shall not be unreasonably withheld.
- 2) Schedules will be posted two (2) weeks in advance for a six (6) week period. Requests for change in scheduling will be submitted two (2) weeks prior to posting where possible. Any late requests shall not be unreasonably denied.
- 3) The Employer shall endeavour to provide reasonably equitable distribution of periods of standby to be worked by Case Managers. Case Managers shall be entitled to exchange periods of standby subject to the approval of the Director of the Home Care Program or her designate, which approval shall not be unreasonably withheld.

- 4) **Should the Employer be required to change the schedule of hours or days off with less than forty-eight (48) hours of notice for full time Case Managers and; twenty-four hours of notice for part time Case Managers, the Case Manager involved in such change will be paid time and one-half (1½) the regular straight time hourly rate for the first day or hours of the schedule.**

15.06 **A Case Manager who is called in or reports for work as scheduled, where there is no work available, shall receive a minimum of four (4) hours pay, it being understood that such Case Manager may be assigned to work elsewhere in the Home Care Program during such four (4) hour period.**

15.07 **A Case Manager who is scheduled to be available for duty on standby, for such time periods as determined by the Employer outside her regularly scheduled working hours, shall receive standby pay in the amount of Two Dollars and Fifty Cents (\$2.50) per hour, for the period of standby scheduled by the Employer. Standby pay for Case Managers required on a paid holiday will be in the amount of Three Dollars (\$3.00) per hour for the period of standby scheduled by the Employer.**

A Case Manager will not be required more than once in a month to be on standby unless otherwise mutually agreed.

15.08 **Case Managers who work more than a normal seven and a half (7.5) hour day, shall, after two (2) hours beyond the normal day, receive a one-half (1/2) hour paid rest period and shall be provided with a hot meal or Four Dollars (\$4.00) if the Employer is unable to provide the hot meal.**

15.09 **A Case Manager shall be paid a weekend premium of One Dollar and Thirty-Five Cents (\$1.35) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday, or other such times as the parties may agree. A Case Manager who is in receipt of a weekend premium shall not receive any other premium payments to which she might otherwise be entitled pursuant to the provisions of this Collective Agreement.**

ARTICLE 16 - EARNED BENEFITS

16.01 **The Employer agrees, during the term of 'the Collective Agreement, to contribute towards the premium cost to eligible full time Case Managers in the active employ of the Hospital for the benefit plans set out below. The**

Employer recognizes its obligation to maintain its portion of the premium costs during the period a Case Manager is on pregnancy or parental leave for the periods specified in the Employment Standards Act. Eligibility and entitlement to benefits set out below are subject to the terms and conditions, including any enrolment requirements, of the specific benefit plans:

- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of eligible Case Managers in the active employ of the Employer under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- (b) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible Case Managers in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the Case Managers through payroll deductions. In addition to the standard benefits, coverage will include hearing aids (maximum \$300/person) and vision care (maximum \$60 every 24 months).
- (c) The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible Case Managers in the active employ of the Employer under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the Case Manager is entitled.

(d) Hospitals of Ontario Voluntary Life Insurance Plan

The Employer also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the Case Managers subject to the provisions of HOOVLIP at no cost to the Employer.

- (e) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible Case Managers in the active employ of the Employer under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are

paid by the Case Managers through payroll deduction.

- 16.02 For newly hired Case Managers, coverage as set out in Article 16.01 shall be effective the first billing date in the month following the month in which the Case Manager was first employed subject to any enrollment or eligibility requirements of the Plan. In no instance shall the first billing date for a Case Manager occur later than the first day of the fourth full month following the month in which the newly-hired Case Manager was first employed.
- 16.03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 16.04 All present Case Managers enrolled in the Employer's Pension Plan shall maintain their enrollment in the Plan subject to its terms and conditions. New Case Managers and Case Managers employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.
- 16.05 The Employer shall continue to pay the premiums for benefit plans under Articles 12 and 18, as applicable, for Case Managers who are on paid leave of absence or Workers' Compensation or at any time when salary is received, or as provided in Article 11.05. Such payment shall also continue while a Case Manager is on sick leave (including the Unemployment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced. Case Managers who are on layoff may continue to participate in benefit plans, at their request, provided they make arrangements for payment and provided also that the layoff does not exceed one year.
- 16.06 (a) The Employer shall provide Case Managers with information booklets outlining the provisions of all benefit plans defined in Article 16.01 as well as the Sick Leave/LTD Plan provided in this Collective Agreement. upon request, the Employer will make the Plan available to the Association for inspection.
- (b) The Employer shall notify the Association of the name(s) of the carrier(s) which provide the benefits plans defined in Article 16 as well as the

LTD Plan provided in this Collective Agreement. The Employer shall also provide the Association with a copy of all current information booklets provided to the Case Managers.

16.07 Unemployment Insurance Rebate

The short term sick leave plan shall be registered with the Unemployment Insurance Commission (UIC). The Case Managers share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of benefits provided in this agreement.

ARTICLE 17 - MISCELLANEOUS

17.01 The Employer shall supply sufficient copies of the Collective Agreement to the Association for distribution to the Case Managers. The cost of doing so, shall be shared equally by the Association and the Employer.

17.02 The Employer will arrange to provide space on a bulletin board which may be used by the Association for purposes of posting notices of Association meetings and other Association activities. One bulletin board will be provided at the Home Care Programme's main offices at Belleville General Hospital in Belleville, Ontario and another bulletin board will be provided at the Employer's sub office at North Hastings District Hospital.

Note : The Employer agrees to enter into a letter of agreement indicating that the Employer will provide notices to the Trenton Memorial Hospital Case Manager. in a timely fashion.

17.03 The Employer recognizes the need for an Orientation Programme of such duration as it may deem appropriate, taking into consideration the needs of the Home Care Program and the Case Managers involved.

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

17.05 Case Managers recalled from layoff of more than six (6) months and Case Managers whose probationary period has been extended under Article 11.01(a) may be provided an orientation determined necessary by the Employer. A request by such Case Manager for orientation shall not be unreasonably denied.

- 17.06 Both the Employer and the Association recognize their joint responsibility and commitment to provide, and participate in, inservice education. The Association supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide programmes related to the requirements of the Employer. Available programmes will be publicized.
- 17.07 When a Case Manager is on duty and authorized to attend any inservice programme during her regularly scheduled working hours, she shall suffer no loss in regular pay. When a Case Manager is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular rate of pay.
- 17.08 The Employer undertakes to notify the Association in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the Case Manager within the Bargaining Unit.
- The Employer agrees to discuss with the Association the effect of such technological changes on the employment status of the Case Managers and to consider practical ways and means of minimizing the adverse effect, if any, on the Case Managers concerned.
- Case Managers who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation and the provision of Article 11 will apply.
- 17.09 It shall be the duty of each Case Manager to notify the Employer promptly of any change in address or any change in temporary residence. If a Case Manager fails to do this, the Employer will not be responsible for failure of a notice sent by the Employer by registered mail to reach such Case Manager. A Case Manager shall notify the Employer of any change in her telephone number.
- 17.10 Where computers are introduced into the workplace and Case Managers are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the Case Managers involved.
- 17.11 The Employer will schedule staff meetings during normal working hours, at least quarterly. Case Managers shall

receive payment for all time spent at these meetings at their regular straight time hourly rate.

ARTICLE 18 - SICK LEAVE AND LONG TERM DISABILITY

18.01 The Employer will assume total responsibility for providing and funding a short term sick Leave plan equivalent to that described in the 1980 Hospital of Ontario Disability Income Plan Brochure (H.O.O.D.I.P.).

The Employer will pay seventy-five percent (75%) of the billed premiums towards coverage of eligible full time Case Managers under the long term disability portion of the H.O.O.D.I.P. plan or equivalent plan. Eligible full time Case Managers will pay the balance of the bill claims through payroll deduction. For the purpose of transfer to the short term portion of the disability plan, eligible full time Case Managers on the payroll as of the effective date of the transfer with three (3) or more months of service shall be deemed to have three (3) months of service. For the purpose of transferring to the long term portion of the disability plan, eligible full time Case Managers on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

18.02 When a Case Manager has completed any portion of a regularly scheduled day prior to going on sick leave benefits or workers' compensation benefits, such Case Managers shall be paid for the balance of the day at a regular straight time hourly rate.

18.03 An eligible full time Case Manager's entitlement to short term or long term benefits under H.O.O.D.I.P. may be subject to a grievance and arbitration under the provisions of this agreement.

18.04 An eligible full time Case Manager who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for workers' compensation for a period of longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefits she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of H.O.O.D.I.P., or equivalent plan. Payment will be provided only if the eligible full time Case Manager provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payment

will be refunded to the Employer following final determination of the claim by the Workers' Compensation Board. If the claim for Worker's Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the Case Manager would be entitled under the short term portion of H.O.O.D.I.P. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 19 - COMPENSATION

- 19.01 Case Managers shall be compensated for their services in accordance with Schedule "A", Article A.01, which is attached and forms part of the Collective Agreement.
- 19.02 Case Managers currently employed by Belleville General Hospital shall be placed on the wage grid, as per Schedule "A" in accordance with their seniority and any recent related experience effective July 28, 1992 to a maximum of Level 6 (i.e. 5th year increment).
- 19.03 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 Association of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Association 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 Association challenges the rate established by the Employer and the matter is not resolved following any meeting with the Association, a grievance may be filed at Step 3 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration in accordance with Article 8.
- Any change in the rate established by the Employer either through meetings with the Association or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.
- 19.04 Claims for recent related experience by newly hired Case Managers, if any, shall be made in writing by the Case Manager at the time of hiring on the application for employment form or otherwise. The Case Manager shall cooperate with the Hospital by providing verification of

previous experience so that her recent related experience may be determined and evaluated during her probationary period. Having established the recent related experience, the Hospital will credit a new Case Manager with one (1) annual service increment for each year of experience up to a maximum of Level 6 (i.e., 5th year increment).

19.05 Existing educational allowances will be continued.

ARTICLE 20 - PROFESSIONAL PERSONNEL

20.01 In the event that the Employer assigns a number of cases or a workload to an individual Case Manager or a group of Case Managers such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:

- a) (1) Submit the complaint to the immediate supervisor forthwith. Failing settlement, she may complain in writing to the Management-Association Liaison Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Management-Association Liaison Committee shall convene a meeting of the Management-Association Liaison 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.
- (2) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Management-Association Liaison Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
- (3) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are

appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- b) (1) The list of Assessment Committee Chairpersons is attached as Schedule "C".

The parties agree that should a Chairperson be required, the Employer and the Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons. The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Employer or community, the next person on the list will be approached to act as Chairperson.

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

ARTICLE 21 - DURATION

- 21.01 This Agreement shall be in effect from July 28, 1992 to July 27, 1994 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.
- 21.02 Negotiations will begin within fifteen (15) days following notification for amendments as provided in the preceding paragraph, unless otherwise mutually agreed.

DATED THIS 2ND DAY OF

February

, 1995.

FOR THE EMPLOYER?

John P. ...
...
...
...

FOR THE ASSOCIATION

...
William M. ...
Judith E. ...
...

SCHEDULE "A" - SALARY SCHEDULE

A.01

JULY 28, 1992
Monthly Hourly

CASE MANAGER

Start	2,732.17	16.81
After 1 Year	2,877.67	17.71
After 2 Years	3,000.00	18.46
After 3 Years	3,166.67	19.49
After 4 Years	3,333.33	20.51
After 5 Years	3,500.00	21.54
After 6 Years	3,708.33	22.82
After 7 Years	3,916.67	24.10
After 8 Years	4,125.00	25.38
After 9 Years	4,333.33	26.67

- A.02 Each full time Case Manager will be advanced from her present level to the next level set out in A.01 on her anniversary date subject to A.01. Each part time Case Manager will be advanced from her present level to the next level set out in A.01 after fifteen hundred (1500) worked hours after she was last advanced on A.01.
- A.03 Each Case Manager covered by this Agreement who is required to operate her vehicle in the course of her employment shall be entitled to the kilometre payment in accordance with the Employer's policy, as established from time to time. The Employer will notify the Association of any changes to its policy.

SCHEDULE "B" - CASE MANAGE

- B.01 All terms and conditions in the preceding document apply to all full time and part time Case Managers except as otherwise provided in the Part Time Addendum.

SCHEDULE "C"

LIST OF CHAIRPERSONS

PROFESSIONAL RESPONSIBILITY ASSESSMENT COMMITTEE

- | | | | |
|----|---|-----|---|
| 1. | Dr. Alice Baumgart
School of Nursing
Queen's University
KINGSTON, Ontario | 7. | Ms. Louise Lemieux-Charles
Doctorial Candidate
Health Administration
LONDON, Ontario |
| 2. | Miss Margaret Charters
Assistant Administrator
Nursing and Patient Care
Hamilton General Hospital
HAMILTON, Ontario | 8. | Mrs. Maxine Pastrik
Program Developer
Niagara College of
Applied Arts & Technology
WELLAND, Ontario |
| 3. | Ms. Roxy Edwards
Executive Director
Bruce Peninsula Health Serv.
WIARTON, Ontario | 9. | Dr. Lucille Peszat
Canadian Centre for Stress
and Well Being
TORONTO, Ontario |
| 4. | Dr. Josephine Flaherty
Principal Nursing Officer
Health and Welfare Canada
OTTAWA, Ontario | 10. | Mrs. Helen Taylor
Health Care Consultant
M.I. Administrative
Services Limited
SCARBOROUGH, Ontario |
| 5. | Ms. Gwen Hefferman
Director of Nursing
Education
Ottawa Civic Hospital
OTTAWA, Ontario | 11. | Ms. Judy Tiivel
Co-ordinator, Nursing
Computer Project
Toronto Western Hospital
TORONTO, Ontario |
| 6. | Ms. Pat Kirkby
Dean, School of Health
Sciences & Human Serv.
Fanshawe College
LONDON, Ontario | 12. | Ms. Kathleen Webb
Director, Nursing
Humber Memorial Hospital
WESTON, Ontario |

SCHEDULE "D" - PART TIME ADDENDUM

D.01 The Employer recognizes the Association as the sole bargaining agent for all registered and graduate nurses regularly employed for not more than twenty-four (24) hours per week as Case Managers in Home Care by Belleville General Hospital, in the County of Hastings, save and except supervisors, persons above the rank of supervisor, and persons in bargaining units for which other trade unions held bargaining rights as of October 3, 1991.

D.02 A regular part time Case Manager is a Case Manager who regularly works less than the normal full time hours referred to in Article 15.01 of the full time Collective Agreement, and who offers to make a commitment to be available for work on a regular pre-determined basis. All other part time Case Managers shall be considered casual Case Managers.

The definition shall not have the effect of changing the composition of any existing bargaining unit. The Employer shall not refuse to accept an offer from a Case Manager to make a commitment to be available for work on a regular pre-determined basis solely for the purpose of utilizing casual Case Managers so as to restrict the number of regular part time Case Managers.

D.03 A newly employed part time Case Manager shall be considered to be on probation for a period of Four Hundred and Fifty (450) hours worked or six (6) months, whichever occurs first, worked from, date of last hire. During the probationary period, employment may be terminated at the discretion of the Employer. Where the Employer requests an extension of the probationary period, it will provide notice to the Local Association contact person or a designate at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. If retained after the probationary period, the Case Manager shall be credited with seniority from last date of hire in the Home Care Program.

D.04 A Seniority List showing the names of part time Case Managers, who, have completed the probationary period shall be posted by the Employer on February 1st and August 1st of each year and a copy of the Seniority List shall be sent to the Association. Seniority of part time Case Managers shall be expressed in terms of hours worked. For information purposes only, the names of all probationary part time Case Managers shall be included in the Seniority List.

D.05 A Case Manager's full seniority and service shall be retained by the Case Manager in the event that she is transferred from full time to part time or in the event she is transferred from casual to regular part time or vice versa. A Case Manager

whose status is changed from full time to part time shall receive credit for her full seniority and service on the basis of One Thousand Five Hundred (1500) hours worked for each year of full time seniority and service. A Case Manager whose status is changed from part time to full time shall receive credit for her full seniority and service on the basis of one (1) year of seniority or service for each One Thousand Five Hundred (1500) hours worked. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

- D.06 All Case Managers who are employed as of the date of certification will have seniority credits applied from the date of last hire by the Employer's Home Care Programme. Service will be credited on the basis of the date of last hire with the Employer in any of its operations.

Seniority shall be defined as the length of service with the Employer's Home Care Program since the date of last hire. Seniority for part time Case Managers shall be based on paid hours accumulated since date of last hire. It is recognized that fifteen hundred (1500) worked hours equals one (1) year of full time service.

Each Case Manager shall be placed on the salary grid in accordance with Article 19.02 effective July 28, 1992.

A Case Manager's full seniority and service shall be retained by the Case Manager in the event that she is transferred from full time to part time or in the event she is transferred from casual to regular part time or vice versa. A Case Manager whose status is changed from full time to part time shall receive credit for full seniority and service on the basis of fifteen hundred (1500) hours worked for each year of full time seniority or service. A Case Manager whose status is changed from part time to full time shall receive credit for her full seniority and service on the basis on one year of seniority or service for each fifteen hundred (1500) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- D.07 All regular part time Case Managers shall be entitled to vacation pay and shall be provided vacation time in accordance with the vacation entitlement of full time Case Managers as set out in Article 14.01.

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

Vacation pay shall be computed and paid to each part time Case Manager for each pay period in which it accrues unless otherwise agreed.

Vacation schedules shall be posted by April 30th annually, and prior to leaving on vacation, a Case Manager shall be notified, if possible, of the shift to which she is to report following vacation.

Where more part time Case Managers have indicated the same period than the Employer can reasonably accommodate, preference for the choice of vacation period shall be given to part time Case Managers having the most seniority, consistent with the efficient operation of the Home Care Program.

- D.08 Should the Employer be required to change the schedule of hours or days off with less than twenty-four (24) hours of notice, the part time Case Manager involved in such change will be paid time-and-one-half (1½) the regular straight time hourly rate for the first day or hours of the new schedule.
- D.09 A part time Case Manager shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, weekend differential, reporting pay, jury and witness duty, bereavement pay, pregnancy/parental supplemental unemployment benefits and mileage allowance) an amount equal to thirteen percent (13%) of her straight time hourly rate for all straight time hours paid. A part time Case Manager who enrolls in the Employer's Pension Plan shall receive nine percent (9%) of her regular straight time hourly rate for all straight time hours paid in lieu of fringe benefits as described above.

It is understood that any payment in lieu of benefits shall not be included for the purpose of computing any premium for overtime payments which may be payable to a part time Case Manager.

It is further understood that any Case Manager who works on a paid holiday, as listed in Article 13.00 of this Agreement, shall be paid time and one-half (1½) her regular straight time hourly rate for all hours worked on the holiday.

- D.10 This Addendum shall continue in effect until July 27, 1994 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

2.11 Negotiations for the renewal of this Addendum shall be coincidental with the negotiations of the full time Collective Agreement between the Employer and the Association. One (1) Representative of the part time Case Managers shall be included in the Negotiating Committees for the renewal of this Agreement.

56