

COLLECTIVE AGREEMENT

Between:

**DURHAM ACCESS TO CARE
(hereinafter called the "Employer")**

And:

**ONTARIO NURSES' ASSOCIATION
(hereinafter called the "Union")**

Expiry Date: March 31, 2007

**RECEIVED
R JAN 20 2005 D**

13377 (01)

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE AND RECOGNITION.....	1
ARTICLE 2 - DEFINITIONS.....	1
ARTICLE 3 - MANAGEMENT FUNCTIONS.....	1
ARTICLE 4 - NO DISCRIMINATION.....	2
ARTICLE 5 - NO STRIKES - NO LOCKOUTS.....	2
ARTICLE 6 - REPRESENTATION AND UNION DUES.....	2
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE.....	4
ARTICLE 8 - SENIORITY, LAYOFF AND RECALL, PROBATION, AND JOB POSTINGS	7
ARTICLE 9 – LEAVE OF ABSENCE.....	11
ARTICLE 10– PAID HOLIDAYS.....	15
ARTICLE 11 – VACATIONS.....	16
ARTICLE 12 - SICK LEAVE.....	17
ARTICLE 13 – HOURS OF WORK	19
ARTICLE 14 – VEHICLE ALLOWANCE	21
ARTICLE 15 - BENEFIT PLANS.....	21
ARTICLE 16 – WORKPLACE ACCOMMODATION	23
ARTICLE 17 - BULLETIN BOARD.....	24
ARTICLE 18 - JOB SHARING.....	24
ARTICLE 19 - MISCELLANEOUS.....	24
ARTICLE 20 - SALARIES AND PROFESSIONAL CLASSIFICATIONS.....	25
ARTICLE 21– DURATION OF AGREEMENT	26
APPENDIX "A" - WAGE SCHEDULE.....	28
WAGE SCHEDULE	28
MEMORANDUM OF AGREEMENT	29
Re: Job Sharing.....	29
LETTER OF UNDERSTANDING.....	33
Re: Professional Responsibility.....	33
LETTER OF UNDERSTANDING.....	34
Re: Scheduling for Case Managers (Extended Hours Staff).....	34

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established under this Agreement. It is recognized that employees wish to work co-operatively with the Employer to provide the best possible services, in a cost efficient manner.
- 1.02 The Employer recognizes the Union as the exclusive bargaining agent for all persons employed as Case Managers and Placement Co-ordinators save and except Program Managers and persons equal to or above the rank of Program Manager.
- 1.03 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the bargaining unit.

ARTICLE 2 -

- 2.01 (a) Full-time employee - is an employee who normally works thirty-five (35) hours per week.
- (b) Part-time employee - A part time employee is a person who is normally employed for less than thirty-five (35) hours per week.
- i) A Regular Part Time Employee is an employee who makes a commitment to be available for work on a fixed schedule basis.
- ii) A Casual Part Time Employee is an employee who does not make an ongoing commitment, does not have an ongoing fixed schedule, and may decline relief work.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to hire, retire, promote, demote, transfer and suspend employees and also the right of the Employer to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that he/she has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided. It is agreed that a probationary employee may grieve a disciplinary action other than termination as noted in Article 8.07.
- 3.02 The Union further recognizes the right of the Employer to operate and manage Durham Access To Care in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number and type of employees needed by the Employer at any time; the number and location of operations required at any time; the right to use new methods and equipment; and jurisdiction over all its required offices are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees. The Employer

agrees that any such rules and regulations shall not conflict with the provisions of this Agreement.

Without limiting the foregoing the Union recognizes and agrees that the Employer shall retain all rights to operate, control and manage Durham Access To Care except as specifically modified herein. The Employer will exercise these functions and administer the Collective Agreement in a reasonable and fair manner.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, intimidation, restriction, coercion, or harassment on account of race, creed, colour, gender, sexual orientation, age, residence, ancestry, place of origin, ethnic origin, citizenship, handicap, marital status, family status, record of offences, or membership or non-membership in the Union, or activities on behalf of the Union, or any other factor which is not pertinent to the employment relationship, practiced against any employee.

NOTE: The Employer and the Union agree to abide by the Ontario Human Rights Code and the definitions therein.

4.02 The Employer shall post on the bulletin board its written policy regarding discrimination and harassment.

4.03 At time of hire, each employee will be given a written copy of the policy regarding discrimination and harassment. Once per year, every employee and member of management will be given a written statement of the policy and will be asked to sign and return an acknowledgement that this policy has been delivered and read.

4.04 Grievances under this clause will be handled with all possible confidentiality and dispatch.

4.05 The Joint Union/Management Committee will review the Workplace Harassment Policy on an annual basis. Any changes to the policy will be agreed to by all members of said Committee.

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

5.01 The Union agrees that during the lifetime of the Agreement, there will be no strike, picketing, slowdown, or stoppage of work either complete or partial and the Employer agrees that there will be no lockout. The term "strike" and "lockout" shall bear the meaning given them in the **Ontario Labour Relations Act, 1995** and any amendments thereto.

ARTICLE 6 - REPRESENTATION AND UNION DUES

- 6.01 (a) A representative of the Ontario Nurses' Association shall be recognized by the Employer to assist the committees as required.
- (b) The Employer recognizes the following committees:

- i) a Negotiating Committee composed of up to four (4) employees appointed or elected by the bargaining unit.
 - ii) a Grievance Committee composed of up to three (3) employees appointed or elected by the bargaining unit, one of whom shall be the chair.
- (c) One representative from the Union shall be nominated by the bargaining unit to sit on the Health and Safety Committee.

6.02 The privilege of such representatives to leave their work without loss of salary for the purpose of meeting with the Employer shall be granted on the following conditions:

- (a) The Employer will pay for all authorized time spent by employees while at meetings for the committees and for reasonable time to prepare for such committee meetings for committees specified in the Article.
- (b) The Union acknowledges that the members of these committees must continue to perform their regular duties and that a committee member shall not leave work during working hours without first requesting leave from their supervisor. When the committee work is finished, the committee member shall report back to their supervisor. Requests shall not be unreasonably withheld.
- (c) The time away from work shall be reported in accordance with the timekeeping methods of the Employer.
- (d) The Employer reserves the right to limit such time if the time so taken is unreasonable. Incidental expenses incurred such as mileage, meals, etc. will be borne by the representative(s) concerned.

6.03 The Employer recognizes a DATC Joint Union/Management Committee of not more than four (4) employees nominated from the bargaining unit and an equal or lesser number of management representatives. The function of such Committee is the examination of work related matters, it being understood that the final decision on such matters rests with the Executive Director. Meetings of the Committee may be held as mutually agreed but shall not be less than quarterly. The role of the Chairperson shall rotate between the parties. The establishment of the Committee is in no way intended to inhibit regular staff or individual meetings that may be required. The Committee shall not deal with matters which are or should be the subject of the grievance procedure or negotiations.

6.04 (a) The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if he/she wishes to do so, and may refrain from becoming a member of the Union if he/she so desires.

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

- 6.05 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Executive Director or designate.
- 6.06 The Employer will deduct each month from the pay due to each employee who is covered by this Agreement, a sum equal to regular monthly Union dues of each such employee. Such deductions will be made in the second pay period of each month and remitted to the Ontario Nurses' Association at the end of each month along with a list of employees from whom deductions have been made. The list shall include the employee's name, Social Insurance Number, the reason if dues were not deducted in the month and amount deducted. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 6.07 The Employer will notify the Union representative of the names of employees hired. The Employer agrees to provide the Union written notice of the name, classification, social insurance number, address and commencement date for each new employee. At the time of their hiring each new employee in the bargaining unit shall receive a copy of this Agreement and written notice of their salary grid and level.
- 6.08 Costs of providing the Agreement will be shared by the Employer and the Union.
- 6.09 The Employer shall annually provide each employee with a T-4 Supplementary Slip showing the dues deducted in the previous year.
- 6.10 The Employee agrees that an officer of the Union or an employee representative shall be allowed a reasonable period during their regular working day to interview newly employed employees during their orientation period. During such interview, membership forms may be provided to the employee. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually.
- 6.11 Persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit including duties which overlap with those of excluded classifications if such performance would result in termination, layoff, reduction of hours, replacement of bargaining unit positions with excluded positions, or a reduction in the proportion of bargaining unit positions to excluded positions.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROC

- 7.01 The parties to this agreement believe it is important to respond to complaints and grievances as quickly as possible as provided for herein. The employee or Union shall first discuss any individual complaint informally with the Supervisor at the first opportunity.
- 7.02 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, such dispute shall be brought to the attention of the other party as a complaint within fourteen (14) calendar days of the issue giving rise to the complaint.

Grievance transmittals shall take place between the bargaining unit representative and the Manager, Human Resources.

- 7.03 Once a complaint is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. The Union's Labour Relations Officer is entitled to attend such meetings at the request of either party.
- 7.04 (a) If, after the end of such forty (40) calendar day period, the issue has not been resolved either party may inform the other party within fourteen (14) calendar days of its intent to forward the matter to arbitration. Such notice shall contain the name of the first party's appointee to an Arbitration Board. Where such written notice is post-marked within twelve (12) calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The nominees shall agree on the selection of a Chair.
- (b) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as possible.
- 7.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in this Agreement, unless mutually extended, it shall be considered to have been settled or abandoned, subject to the relief jurisdiction of arbitrators under Section 48 (16) of the *Labour Relations Act*. Extensions under this clause shall not be unreasonably withheld.
- 7.06 Within (10) days of the receipt of notice referred to in Article 7.04 above, either party may request a process for a sole arbitrator, where the grievance concerns:
- i) a job posting
 - ii) a short term layoff
 - iii) responsibility pay, premiums, overtime and call-in pay
 - iv) entitlement to leave
 - v) scheduling issues.

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

- 7.07 Once appointed the Arbitration Board shall have all the powers and shall conduct the proceeding under Section 50 of the **Labour Relations Act** to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 7.11.
- The parties agree that presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be as short and concise as possible. The parties agree to make limited reference to authorities during such submissions.
- Article 7.14 will apply to this Article, except where specifically modified by this Article.
- 7.08 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 7.09 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 7.11 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may take such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any action relating to the grievance in question.
- 7.12 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 7.13 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own arbitrator and one-half of the expenses and fees of the Chairperson.
- 7.14 The parties may, by written agreement, substitute a sole Arbitrator for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 7.15 It is understood and agreed that the Union (and not any individual or group of individuals) has carriage of all grievances throughout the grievance and arbitration procedure (save and except the complaint stage). All agreements reached under the grievance procedure (save and except those reached at the complaint stage), between the representatives of the Employer and the representatives of the Union, will be final and binding upon the Employer, Union and employee(s).
- 7.16 If he/she so requests, an employee who is to be released, terminated, disciplined, suspended or discharged has the right to have a Union Representative present unless no representative is readily available. The Employer shall notify her of this right before the start of the formal meeting in cases of release, termination,

suspension or discharge. Where the Employer receives a request, it shall make reasonable efforts to obtain the presence of a Union Representative.

ARTICLE 8 - SENIORITY, LAYOFF AND RECALL, PROBATION, AND JOB POSTINGS

8.01 Seniority

Seniority, as referred to in this agreement, effective upon date of ratification shall be determined as follows:

Full Time Employees. Seniority for full time employees shall be defined as length of continuous service with the Employer since the last date of hire.

Part Time Employees. Seniority will be based on accumulated regular hours paid from date of commencement of employment. It is recognized that sixteen hundred (1600) hours paid, part time, equals one (1) year of full time service.

When an employee transfers from Full Time to Part Time, one year of service as **Full Time** will be equal to 1600 hours and one week of Full Time service will be equal to 30 hours for the purposes of calculating hours of seniority.

When an employee changes status from part time to full time, the total hours worked from date of commencement of employment will be divided by 30 to obtain total weeks of service rounded down to the nearest full week. From date of commencement of full time employment, the weeks will be counted back to establish a seniority date.

Separate seniority lists will be maintained for full time and for part time staff showing a calendar seniority date for full time staff and accumulated hours for part time staff. Seniority lists shall be posted on the bulletin board and sent to the Union in January and July each year. Once posted, employees shall have thirty (30) calendar days to verify the accuracy.

8.02 Seniority shall be accumulated and retained when an employee is absent from work under the following circumstances:

When on pregnancy or parental leave without pay.

- When absent due to illness or injury and in receipt of benefits payable under sick pay, WSIB, Employment Insurance sick pay, long term disability or a combination thereof for a period of up to two (2) years.

When on an approved leave of absence with or without pay for the period of the time absence has been approved to a maximum of four **(4)** months.

In the case of part time employees absent as a result of pregnancy or parental leave or Employment Insurance sick pay benefit, seniority will accumulate on an equal basis to the level of benefit, translated to hours, that is payable to the employee by Employment Insurance pregnancy, parental, or sick leave benefit.

Where benefits are payable as a result of absence due to a recognized WSIB claim, the same method of calculation noted above will be used to determine hours for the purpose of accumulating seniority.

- 8.03** Seniority will be retained but will not accumulate when absence exceeds the following limits:
- When absence due to illness or injury exceeds two (2) years.
 - When an approved leave of absence with or without pay exceeds four (4) months.
- 8.04** Seniority shall terminate and an employee shall cease to be employed by the Employer when he/she:
- resigns for any reason;
 - is discharged for just cause and is not reinstated;
 - is absent from work for more than three (3) consecutive scheduled working days without notifying the Employer;
 - does not return to work after an approved leave of absence;
 - is laid off and not recalled to work within a period of two (2) years or within a period equal to length of service (whichever is less) from the date of layoff, or after having been laid off for less than two (2) years fails to return to work within five (5) days after notice of recall has been sent to him/her by the Employer by registered mail to the last address of the employee.
- 8.05**
- (a) An employee who accepts a temporary position outside the bargaining unit for period of eight (8) weeks or less shall continue to accumulate seniority.
 - (b) An employee who accepts a temporary position outside the bargaining unit for a period of more than eight (8) weeks but less than one (1) year shall retain, but not accumulate, his/her seniority held at the time of the transfer. In the event the employee returns to a position within the bargaining unit within the time frame noted above, he/she shall be credited with seniority held at the time of transfer and resume accumulation from the date of return to the bargaining unit.
 - (c) In the event that an employee accepts a permanent position outside the bargaining unit, he/she will lose all seniority held at the time of transfer. In the event the employee returns to the bargaining unit, the employee's seniority will begin to accumulate from the date of return to the bargaining unit.
- 8.06** Layoff and Recall
- (a) A layoff of employees shall be made on the basis of seniority initially within the classification and status (full time or part time). It is understood and agreed that prior to the laying off of any employees, probationary employees in the classification where the layoff is going to occur will be laid off first.

Employees who are subject to layoff may bump the least senior employee of the same status and classification provided such employee has the necessary qualifications and ability to do the work required without training, other than a five (5) day orientation, except where the layoff is expected to be long term or permanent in which case the orientation period will be ten (10) days maximum.

Employees who are unable to bump the least senior person of the same status within their classification may bump the least senior person of either status in a different classification in the bargaining unit provided such employee has the necessary qualifications and ability to do the work required without training, other than a five (5) day orientation, except where the layoff is expected to be long term or permanent in which case the orientation period will be ten (10) days maximum. Employees will inform the Employer in writing of their decision to bump or accept the layoff within three (3) days of the receipt by the employee of his/her notice of layoff.

- (b) Where a layoff is expected to be less than thirteen (13) weeks, notice of layoff shall **be** given to each affected individual and will not be less than provided under the *Employment Standards Act*. Where the duration of the layoff is unknown but is expected to be more than thirteen (13) weeks in duration, the layoff will be considered as long-term or permanent and will **be** treated as noted below.
- (c) In the event of a pending layoff of a permanent or long-term nature, the Employer will:
 - i) Provide the Union with a minimum of sixty (60) days notice:
 - ii) Meet with the Union to review the following;
 - the reasons causing the layoff
 - the method of implementation, including areas of cutback and the employees to be laid off.
 - methods of reducing the impact of the layoff, which may include reducing hours rather than laying off employees. Any such methods require the agreement of the Union. Where the Employer can demonstrate that a reduction in hours, or some other alternative to layoff (except alternatives involving reduction in compensation) is in the best interests of the Employer's clients, agreement on the alternatives will not be unreasonably withheld.
- (d) Severance pay, where applicable, will be paid in accordance with the *Employment Standards Act*. Acceptance of such payment shall be considered a severance of the employment relationship.
- (e) An employee, upon long-term layoff, and at the employee's expense, may continue benefit coverage (except for short and long-term sickness and long-term disability), for a period of nine (9) months

following the layoff by arranging to pay the full premiums, in advance, on a monthly basis.

- (f) Employees on long-term layoff are eligible, in order of seniority, for "temporary" recalls of more than three (3) months and not longer than twelve (12) months and shall advise the Employer in writing as to whether they are interested in such recalls. Employees recalled for twelve (12) months or less shall not be entitled to further notice of layoff nor bumping rights. Furthermore, the time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses shall be frozen during the period of temporary recall, and shall begin to accumulate again when the temporary recall ends. Employees who have elected to maintain benefits while on layoff shall have these same eligible benefits paid by the Employer during the period of temporary recall. Otherwise employees temporarily recalled have all the rights of other recalled employees.
- (g) Full Time and Regular Part Time employees may elect to have access to shifts that would otherwise be offered on a casual (relief) basis. Such employees will inform the Employer of their selection within three (3) working days of notice of layoff. The process of offering the shifts would be in accordance with the current practice of offering casual (relief) shifts. The refusal of casual shifts would not affect their status as a laid off employee. The time used to determine the employee's entitlement for continuing in the benefits program, for recall, and for other purposes under the layoff or seniority clauses would be unaffected during the periods of time worked.
- (h) Recall to a regular part time or regular full time position shall be in order of seniority. An employee will respond to a registered notice of recall within seven (7) calendar days of receipt of same and shall be available for work within an additional fourteen (14) calendar days unless otherwise agreed.
- (i) Laid off employees are entitled to apply for posted vacancies.

8.07

Probation

A new full time employee shall be considered probationary until they have completed four (4) continuous months of active service. A new part time employee shall be considered probationary until they have completed six hundred (600) hours or six (6) calendar months of service, whichever comes first. With the written consent of the Employer, the probationary employee and the Bargaining Unit President of the Union or designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Association at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional four (4) months or six hundred (600) hours worked and, where requested, the Employer will advise the employee and the Union of the basis of such extension with recommendations for the employee's professional development. A written assessment of the employee's performance, ability, etc., will be made by the employee's Supervisor prior to the

expiration of the probationary period. The probationary employee will meet with the Supervisor to discuss such assessments. During the probationary period an employee may be terminated for just cause without recourse to the grievance procedure.

8.08 Job Posting

When a permanent vacancy occurs, the job will be posted for a period of seven (7) calendar days. Job postings will indicate the area of the posted job.

A temporary vacancy which is reasonably expected to exceed forty-five (45) working days shall be posted as above. Vacancies of less than forty-five (45) working days shall be staffed through the normal scheduling process.

Where qualifications of internal applicants are deemed to be relatively equal, seniority shall be the deciding factor.

Where the vacancy has been filled by an internal candidate, the resulting vacancy created by the successful candidate's appointment will be posted for a period of three (3) calendar days. This posting will state that all subsequent vacancies resulting from this posting will be filled from the applications received, where qualifications permit. Should there be no successful candidate from within the bargaining unit, the Employer may hire an employee from external sources.

The name of the successful candidate will be announced in writing by the Employer. At the request of the employee, the Employer will discuss with unsuccessful applicants ways in which the employee may improve qualifications for future postings.

An employee selected as a result of a posted or advertised vacancy or a request for transfer need not be considered for a further vacancy for a period of up to six (6) months from the date of his/her selection.

ARTICLE 9 – LEAVE OF ABSENCE

9.01 Compassionate Leave

- (a) Leave of absence without loss of pay will be granted to a maximum of seven (7) continuous calendar days in the event of death of spouse, child, step child or same sex partner.
- (b) Leave of absence without loss of pay will be granted to a maximum of three (3) consecutive working days in the event of the death of mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, niece and nephew, and the employee's aunt and uncle.
- (c) The Employer, in its discretion, may provide compassionate leave with or without pay, to an employee who suffers a loss of a person not specifically covered by this article or in other instances where compassionate circumstances may warrant.

Where a funeral occurs and travel of at least a day each way is involved, such leave may be increased by two (2) additional working days.

9.02

Pregnancy Leave of Absence

- (a) Pregnancy leave shall be granted in accordance with the provisions of the *Employment Standards Act* except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of pregnancy leave and the date the employee intends to return to work. At such time the employee shall also present the employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

If the employee does not include this return date, the employer will assume that the employee will take the full seventeen (17) weeks of pregnancy leave. Written notice may also include whether the employee plans on taking parental leave. If the employee is not sure whether they will be using parental leave, or how much parental leave, the employee can wait and give written notice for it four (4) weeks before the pregnancy leave ends.

- (c) The employee shall reconfirm her intention to return to work on the date originally stated in subsection (b) above by written notification received by the employer at least four (4) weeks in advance thereof. The employee must give written notice to the employer about any changes in the employee's plans or new dates.
- (d) An employee who is on pregnancy leave as provided for under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between eighty percent (80%) of her normal 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 Employment Insurance waiting period. The employee must provide the employer with an Employment Insurance cheque stub to constitute proof that she is in receipt of the Employment Insurance pregnancy benefits. The rate of eighty percent (80%) shall become effective on date of ratification of this agreement.

The employee's normal 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. For part time employees, normal working hours will be equivalent to the hours recognized by Employment Insurance for purposes of making a claim.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

- (f) The employer will continue to pay its share of the contributions of the subsidized employee benefits in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. If the employee chooses to maintain pension contributions, the employer will continue the employer contribution.
- (g) The employee shall be reinstated to her former position unless that position has been discontinued in which case she shall be given a comparable **job**.

9.03

Parental Leave

- (a) Parental leave shall be granted in accordance with the provisions of the **Employment Standards Act** except where amended in this provision. The service requirements for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee who qualifies for parental leave; other than an adoptive parent, shall give written notification of at least two (2) weeks in advance prior to the commencement of parental leave and the expected date of return; unless written notification regarding parental leave has already been submitted re section 9.02 subsection (b) above. The employee must give written notice to the employer about any changes in the employee's plans or new dates.
- (c) For the purpose of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of twelve (12) months inclusive of the parental leave.

An employee shall reconfirm his or her intention to return to work on the date originally stated in subsection (b) above by written notification received by the employer at least two (2) weeks in advance thereof.

- (e) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while an employee is on parental leave or thirty-seven (37) weeks if pregnancy leave was not taken.
- (f) The employer will continue to pay its share of the contributions of the subsidized employee benefits in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave, or thirty-seven (37) weeks if pregnancy leave not taken. If the employee chooses to maintain pension contributions the employer will continue the employer contribution.

- (g) The employee shall be reinstated to their former position unless that position has been discontinued in which case the employee shall be given a comparable job.

9.04

Education Leave

- (a) Leave of absence, without pay, for the purpose of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to the Director or designate. Requests for such leave will not be unreasonably denied.
- (b) When an employee has completed a course relevant to his/her duties, they shall be granted leave of absence with pay to write the required examination.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment may be granted at the discretion of the Employer upon written application by the employee to the Director or designate.

9.05

Union and Professional Leave

- (a) Leave of absence to attend Union business such as conferences, union education days and conventions will be granted to employees based on the following conditions:
- i) Requests for such leaves must be made in writing by the employee with a minimum of two (2) weeks advance notice, except where this is not possible. Such leave shall not be unreasonably withheld.
 - ii) Where such leave has been granted the Employer shall maintain the employee's salary and benefits. The Local Union agrees to reimburse the Employer the amount of the daily rate of the employee plus an amount for any applicable subsidized benefits. The Employer will bill the Local Union within a reasonable period of time.
 - iii) There will be no loss of seniority or service during such leave of absence.
- (b) An employee elected to The Board of Directors of the Ontario Nurses' Association, or to the office of President of the Ontario Nurses' Association, or to a Provincial Committee of The Ontario Nurses' Association, or to the office of Local Co-ordinator of the Ontario Nurses' Association, or seconded to a health sector position, shall be granted the necessary leave of absence to serve in such capacity. Arrangements regarding the payment and/or reimbursement of costs shall be made at the time of the appointment. There will be no loss of seniority or benefits during such approved leaves.
- (c) Professional leave with pay will be granted to full time and part time employees who are elected to the College of Nurses, Registered Nurses Association of Ontario or other such professional group, to attend regularly scheduled meetings of such group.

9.06 Personal Leave

Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Employer, having due regard to the requirements of the Employer's programs. Such requests are to be made as far as possible in advance, on the forms provided, and the Employer will reply in writing except in cases of emergency. Such requests will not be unreasonably refused.

9.07 Jury/Witness Leave

Employees required to act as jurors or subpoenaed witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits, for this purpose. The Employer shall pay the employee his/her full basic wage or salary for the period of such service, provided that the employee shall turn over to the Employer the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents official proof of both service and payment thereof. The employee shall give the Employer notice of their intention to be absent within twenty-four (24) hours of receipt of subpoena.

ARTICLE 10– PAID HOLIDAYS

10.01 The following shall be recognized as paid holidays under this Agreement:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

For the year 2001 only, Remembrance Day shall be replaced by taking two half days and applying them to the half day morning of December 24th and 31st. Thereafter, Remembrance Day shall be replaced by a floater holiday. The floater must be taken as time off during the calendar year and will not be paid out if not taken at time of termination of employment.

Time off with pay for full time employees will be granted on the last working day preceding Christmas Day and New Year's Day effective from 12:00 o'clock noon. Part time employees scheduled to work for the half day closure will be compensated at time and one half for hours worked. Part time staff scheduled to work usual evening hours will be compensated for one half of the shift at time and one half.

Add Heritage Day if it is declared a holiday by the Federal Government or the Government of Ontario.

To be eligible for holiday pay a full time employee must work his/her full scheduled shift immediately preceding and his/her full scheduled shift immediately following the holiday. Payment for the holiday shall be one day's pay at the employee's straight-time rate.

Part time employees will receive statutory holiday pay in proportion to the hours worked in the pay period in which the holiday falls based on the following formula:

Hours worked in the pay Period x 7 hours x hourly rate x no. of Stats/pay
Hours available to be worked in the pay period *

* Hours available to be worked in the pay period are defined as 70 hours less any paid holidays in the period at 7 hours per day of holidays.

- 10.02 An employee who is scheduled to work on any such holiday and works on the said holiday shall be given time and one half for the day and another day off with pay and such time off shall, unless agreement is reached between the employee concerned and the Supervisor, be taken on a day designated by the Supervisor. The same conditions noted above will apply for work performed on Christmas Day, Boxing Day, or New Year's Day, except that overtime shall be at double time rather than time and one-half.
- 10.03 Where a paid holiday is recognized on a day other than the calendar day on which it falls, the day designated by the Employer shall be the calculation day for payroll purposes. Any work performed on December 25th shall be paid as outlined in Article 7.02. Should December 25th fall on a Saturday or Sunday and a further day is designated in lieu, any employee paid as above for December **25th** shall receive regular wages only on the designated day.
- 10.04 Dates on which paid holidays will be observed will be designated prior to the commencement of the year.
- 10.05 If a paid holiday falls on a day when an employee is off on leave, pay is not charged against the Short Term Disability Plan for that day. A paid holiday falling within an employee's vacation period is not counted as part of the vacation.

ARTICLE 11 – VACATIONS

- 11.01 Effective the vacation year 2002, all regular full-time employees will receive vacation with pay according to the following schedule:
- (a) Each full time regular employee will accrue vacation with pay on the basis of two working days for each full month of service to a maximum of 20 days in a year until service increments noted below apply.
 - (b) At least one (1) year of service but less than fourteen (14) years of service: four (4) weeks.
 - (c) At least fourteen (14) years of service but less than twenty-five (25) years of service: five (5) weeks.
 - (d) At least twenty-five (25) years of service: six (6) weeks.
- 11.02 Employees hired between January 1st and May 31st inclusive: Vacation may be taken during the first calendar year of employment up to the amount of vacation earned to May 31st without drawing upon future vacation entitlement. An employee is eligible for normal vacation entitlement after the January 1st following date of hire. Repayment is required if the employee has taken more entitlement than earned at the time of termination.

Employees hired between June 1st and December 31st inclusive: An employee is eligible for normal vacation entitlement after the January 1st following date of hire. Repayment is required if the employee has taken more entitlement than earned at the time of termination.

An employee will become eligible for increased vacation entitlement as noted in 11.01 (c) and (d) above after January 1st in the calendar year in which the fourteenth (14th) and twenty-fifth (25th) anniversary of service falls.

- 11.03 **All** part-time employees shall receive eight (**8**) percent of their annual earnings in lieu of paid vacation time off. In the calendar year in which the fourteenth (14th) anniversary occurs, the percent shall be ten (10) percent and in the calendar year in which the twenty-fifth (25th) anniversary occurs, the percent shall become twelve (12) percent.
- 11.04 When an employee changes status from part time to full time, he/she may take any accumulated vacation pay in the form of a lump sum payment or in equivalent time to be taken as current year's vacation. A decision must be made at the time of change of status and, once made, is not subject to change.
- 11.05 When an employee's employment is terminated for any reason, he/she shall be entitled to a terminal vacation allowance payment covering vacation earned but not taken or deducted for vacation taken but not earned.
- 11.06 Vacation schedules are subject to the approval of the employee's Supervisor; the Employer however will give consideration as to the preference of the time employees wish to take their vacation.
- 11.07 **An** employee **may** request a carry over of unused vacation time. Such requests will not be unreasonably denied.
- 11.08 Each full-time employee who is absent in excess of twenty (20) working days without pay during any vacation year shall receive vacation with pay equal to eight (**8**) percent of gross earnings or ten (10) or twelve (12) percent if service qualifies.
- 11.09 Application for annual vacation is to be made to the employee's immediate supervisor at the earliest possible time on the appropriate forms provided.
- 11.10 If an employee is absent as a result of a WSIB claim, and this absence occurs prior to a previously scheduled vacation, and in receipt of Worker's Compensation prior to going on vacation, he/she shall be credited with vacation to be scheduled as such at another time.

ARTICLE 12 - SICK LEAVE

- 12.01 Sick leave is granted to the employee for his/her illness and is not to be used for any other purpose.
- 12.02 **All** regular full time employees who have completed the probationary period and who have met the six (**6**) month service requirement noted in the Schedule of Benefits noted below in this Article shall be entitled to receive Short Term Disability benefits from the first day of any accident, the first day of hospitalization as a result

of illness or accident, and from the second day of any illness for staff with less than five (5) years service. Staff with more than five (5) years service shall be paid from the first day of any illness. For purposes of clarity, hospitalization is defined as admission to a health care facility for more than one day. Benefits are payable for up to a maximum of seventeen (17) weeks in any calendar year or until the employee is declared medically fit to return to work, whichever occurs first.

Each employee's allotment of paid sick time is based on the employee's accrued seniority with the amount of entitlement determined in accordance with the schedule set out below.

The schedule sets out the amount of paid time to which an individual is entitled in each calendar year, and as such, will automatically be renewed for each active employee each January 1st.

SCHEDULE OF BENEFITS

<u>Length of Service</u>	<u>100% of Normal Earnings</u>	<u>66% of Normal Earnings</u>
6 mos. but less than 1 yr.	1 week	16 weeks
1 year but less than 2 yrs.	2 weeks	15 weeks
2 years but less than 3 yrs.	3 weeks	14 weeks
3 yrs. but less than 4 yrs.	4 weeks	13 weeks
4 yrs. but less than 5 yrs.	5 weeks	12 weeks
5 yrs. but less than 6 yrs.	7 weeks	10 weeks
6 yrs. but less than 7 yrs.	9 weeks	8 weeks
7 yrs. but less than 8 yrs.	11 weeks	6 weeks
8 yrs. but less than 9 yrs.	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

The Employer undertakes to pay the full cost of providing the Short Term Disability Plan.

Employees who are off work as a result of an accepted sick leave, paid or unpaid, will continue to have their benefit premiums paid by the Employer until such time as they are eligible for Long Term Disability.

12.03

The following shall apply to staff who were employed as of April 1, 1998 and were covered by the sick pay plan in effect under the Regional Municipality of Durham. Referenceto "the ratification of this agreement" in this article refers to the ratification of the agreement covering the period April 1, 1998 to March 31, 2001.

Employees with more than five (5) years service as of March 31, 1999 will be entitled to a lump sum payment of 50% of unused sick leave as of March 31, 1998 to be paid on the following schedule:

25% of unused sick leave as of March 31, 1998 payable in three separate equal payments. First payment to take place as soon as possible following ratification of this agreement, second payment to take place on the second pay in April, 1999 and the third payment in April, 2000.

- 25% of unused sick leave as of March 31, 1998 payable upon termination of employment, **OR:**
- The remaining 25% of unused sick leave as of March 31, 1998 will be paid out on April 1, 2005 to all remaining employees that had more than 5 years of service as of March 1, 1999, at the employee's discretion.

Employees who have less than five (5) years service will be entitled to use their accumulated unused sick leave as of date of ratification of this agreement in the following manner:

50% of the unused days of accrued sick leave as of date of ratification of this agreement may be transferred to a sick leave bank to be used to cover the first day of unpaid sick leave or to top up sick leave payment from 66 2/3% to 100% until such time as the bank is exhausted.

OR

25% of the cash value of unused sick leave in a lump sum payment to be made as soon as possible following ratification of this agreement.

Where lump sum payments are to be made, the employee may take the payment in a lump sum or payment may be made to an RRSP by the employee or a combination thereof. Such payment will be subject to existing tax and RRSP regulations.

Except as noted above in this Article, there shall be no pay out of unused sick pay at the time of termination of employment or retirement.

12.04 Employees absent from work due to medical reasons may be required to submit a medical physician's certificate at the Employer's expense.

ARTICLE 13 – HOURS OF WORK

- 13.01
- (a) Overtime is defined as authorized work in excess of seven (7) hours per day or thirty-five (35) hours per week. Overtime will be compensated at the rate of one and one-half (1½) hours off for each hour worked or one and one-half (1½) times the straight time rate by mutual agreement. Any time off must be scheduled by mutual agreement.
 - (b) For full time employees who normally work a thirty-five (35) hour, Monday to Friday schedule, all time worked on Saturday, Sunday, a paid holiday, or during an employee's vacation shall be compensated at the rate of one and one half (1½) times his/her hourly rate or equivalent time off.
 - (c) Any full time employee called in to work on Saturday, Sunday, a paid holiday or during an employee's vacation shall receive call back compensation at

the rate of one and one half (1½) times hourly rate, equivalent time *off* at time and one half (1½), or four (4) hours pay or time *off*, whichever is greater. The four (4) hour minimum shall not apply to planned overtime.

- (d) Part-time employees may be scheduled to work weekend and evening shifts. Employees so scheduled will be paid at straight time for weekend and evening shifts. Employees who work scheduled hours on the weekend and evenings will receive a premium of \$1.35 per scheduled hour worked.
- (e) A weekend is defined as the hours between 2030 Friday and 0800 Monday. Evening work is defined as work between the hours of 1200 noon and 2030 for all extended hours staff where the premium will apply. This will become effective on the date of ratification of this agreement.
- (f) The hours of work shall be exclusive of meal periods but inclusive of break periods. For shifts of 5 hours or more, the meal period shall be one (1) hour. The break periods are to be fifteen (15) minutes for each three and one-half (3½) hours worked. Shifts of three (3) hours or more shall have a minimum of one fifteen (15) minute break period.
- (g) Should it become necessary to establish new shifts or alter existing shifts for full time staff or regular part time employees' normal shifts, the Employer will **do** so only after negotiation with the Union.
- (h) The Union and the Employer recognize that it is desirable to post part time staff schedules as far in advance as practical. Where absences are known in advance, such as for vacation or approved leaves of under 45 days, the Employer shall endeavour to schedule 3 months in advance. Schedules shall be updated on an ongoing basis. Changes of scheduled hours taking place within the next two weeks on a posted schedule will be brought to the affected employee's attention whenever possible.

The Union and the Employer recognize that the schedules will vary on an ongoing basis due to changes beyond the control of either party.

13.02

On-call

One Case Manager shall be "on-call" for hours not covered by regular hours of operation or extended hours of operation. The on-call Case Manager shall be on call for a one week period commencing at the completion of the Tuesday evening shift and ending at the commencement of the business day on the following Tuesday.

The Case Manager shall be paid \$200.00 per week for on call pay. This rate will become effective on the date of ratification of this agreement. While on call, the first incident of responding to a call will be considered part of the on call payment. An incident includes all related telephone calls/actions required to deal with and/or resolve the specific situation.

After one incident as noted above, working time will be accumulated for all subsequent incidents and such time will be paid at time and one half with a minimum of one hour to be paid.

Staff may volunteer for a minimum of one week and volunteers will be accepted in order of seniority on a rotating basis. Where insufficient volunteers come forward, the on-call will be assigned in order of reverse seniority on a rotating basis. No employee will be assigned more than one week of on-call until all eligible Case Managers have worked on-call.

To be eligible for on-call, employees must be full time staff who have completed their probationary period.

ARTICLE 14 – VEHICLE ALLOWANCE

- 14.01 Those employees who are required to use their automobile to perform their duties for Durham Access To Care and consequently must have a car available at all times and must provide for additional insurance coverage on their vehicle, shall be paid at a rate of 41¢/km, effective date of ratification.

ARTICLE 15 - BENEFIT PLANS

The Employer will provide the following employee benefit program with premiums payable by the Employer, except as noted, to all regular full-time employees. Part-time employees may qualify for pension and extended health coverage as noted in articles 15.02 and 15.04. Enrolment in extended coverage, group insurance, and dental coverage will take place after (3) three months of continuous employment.

15.01 Pensions

All full time employees as a condition of employment must join the Hospitals of Ontario Pension Plan in accordance with the terms of the Plan.

15.02 Pensions - Part-time Employees

Part-time employees who meet the qualifying criteria outlined by the Hospitals of Ontario Pension Plan may join the plan if they so desire.

15.03 Extended Coverage

All eligible regular full time employees will be enrolled in the Extended Health Care Plan with family coverage at the employee's option. The deductible for single coverage is the first \$10 of eligible expenses incurred by the regular full time employee and for family coverage is the first \$20 of eligible expenses incurred by the employee and/or dependants during the calendar year. Extended Coverage provides:

- (a) Semi Private Hospital Coverage (not subject to the deductible).
- (b) Drug Plan.
- (c) Vision Care - \$200 maximum over each 2 year period. Effective April 1, 2005, the maximum will be increased to \$250.00 over each 2 year period.

- (d) Hearing Aids - \$300.00 in total for employee and insured members of family in any two consecutive years.
- (e) Other Eligible Expenses - ambulance, nurses, etc. (Refer to the employee booklet for complete coverage)

Capped paramedical benefits @ \$500/yr (for each: Psychologist, Physiotherapist, Speech Therapy).

15.04 Part-time employees who average at least fourteen (14) hours per week are eligible for Extended Coverage as outlined in Article 15.03. If a new part-time employee averages fourteen (14) hours or more per week in the first three months of employment, he/she may join the plan at the first of the month after becoming eligible. Thereafter, the part-time employee must continue to average fourteen (14) hours per week, calculated quarterly, to remain in the plan or to qualify for enrolment where the average was not over fourteen (14) hours previously. Employees **who** drop below an average of fourteen (14) hours per week will not be deleted without a review of the circumstances causing the average to decline below fourteen (14) hours per week.

15.05 Group Insurance - Regular Full Time Employees

- (a) Life Insurance- twice basic annual salary to a maximum insured amount of \$150,000 effective October 1, 2004.
- (b) Paid up Life Insurance Policy for retired employees at age 65 of \$2,000.
- (c) Accidental Death and Dismemberment insurance equal to employee's Life Insurance.
- (d) Long Term Disability Insurance payable at 66 2/3% of basic earnings to a maximum of \$4,000 per month effective October 1, 2004. Benefits to commence on 181st day of disability.
- (e) An employee insured for basic life insurance as noted in 15.05 (a) may apply for optional life insurance, Subject to acceptance of the application by the insurance carrier, insurance is available in units of \$10,000.00 up to a maximum of \$250,000.00. The premium for such optional insurance will be paid by the employee by payroll deduction. The optional life insurance on an employee will not continue beyond the date the employee retires, or attains the age of 65, whichever occurs first.

15.06 Dental Plan - Regular Full Time Employees

- (a) - Basic Plan - no co-insurance
 - Endodontal: co-insurance with plan paying 75% and employee 25%. Calendar year maximum of \$1,750.00. Benefits are based on the current O.D.A. fee schedule minus one (1) year.
- (b) - Orthodontal: co-insurance with plan paying 50% and employee 50%. Dependent children under 18 only, lifetime maximum of \$1,750.00.

- 15.07 It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy or statutory requirements. Any dispute over payment of benefits shall be adjusted between the employee and the insurer but the Employer will use its best efforts to assist the employee in dealing with the insurer.
- 15.08 Employees eligible for benefits and on approved leaves of absence which exceed one (1) month may continue to be eligible for benefits as outlined in Articles 15.03, 15.05 and 15.06 with the exception of LTD provided the employee pays the full cost of the premiums in advance at the beginning of each month. An employee taking such leave must make the election to pay for or waive benefits prior to commencing the leave and, once made, must remain as chosen. With regard to pregnancy/parental leave, the terms of the **Employment Standards Act** shall apply and all benefits shall remain in force.
- 15.09 The normal retirement for all employees shall take place at twelve o'clock midnight on the last day of the calendar month in which the employees reaches sixty-five (65) years of age.
- 15.10 The 5/12 employees' share of the Employment Insurance Canada premium reduction will be ceded to the Employer to provide partial funding for increased benefit costs.
- 15.11 When an employee moves from part-time to full time regular staff, the normal waiting period specified in the master policy will apply for enrolment in any additional benefits for which the employee may become eligible. The waiting period will be calculated from the seniority date established when the status changes to full time. If the established seniority date results in the waiting period having been served, enrolment will take place on the first day of regular full time employment.
- 15.12 Benefits after Retirement
- The Employer will provide to those employees who are eligible for the Extended Health Benefits package who retire after age fifty-five (55), are in receipt of a retirement pension, and who have fifteen (15) or more years of service; single coverage in the Extended Health Plan and the Dental Plan, to age sixty-five (65) or for five (5) years, whichever occurs first.

ARTICLE 16 – WORKPLACE ACCOMMODATION

- 16.01 The Employer and the Union are committed to a consistent, fair, approach to meeting the needs of injured employees or employees recovering from an illness, to restoring them to work which is meaningful for them and valuable to the Employer and to meeting the parties' responsibilities under the law.
- 16.02 The Employer and the Union agree to co-operate in facilitating the return to work of returning employees.
- (a) An employee who is ready to return to work will provide the manager with medical verification of their ability to return to work, including specific information regarding any restrictions.

- (b) **As** soon as practical the manager or designate and the Union will meet with the returning employee to create and recommend a return to work plan.
- (c) In creating a back to work plan, the parties will examine the employee's abilities and accommodation needs to determine if the employee can return to their:
 - i) original position
 - ii) original area
 - iii) original area/position with modifications to the work area and/or equipment and/or the work arrangement; and
 - iv) alternate positions outside the original area.
- (d) The parties agree that to find suitable accommodation work they must balance additional factors, including in no particular order:
 - i) skills, ability and experience
 - ii) ability *to* acquire skills
 - iii) path of least disruption in the workplace
 - iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workplace.
- (e) The Employer and the Union will monitor, with the employee, progress and duties as required until the employee is able to resume their regular duties or a decision is made that permanent changes are required. A medical certificate will be required in either case.

ARTICLE 17 - BULLETIN BOARD

- 17.01 The Employer recognizes that the Union has the right to post Union literature at each office and sub-office. For this purpose, the Union **will** be provided bulletin boards, and the location of such bulletin boards will be determined by mutual agreement of the parties.

ARTICLE 18 - JOB SHARING

- 18.01 The Employer agrees to a **job** sharing arrangement as outlined in Appendix "B", Memorandum of Agreement attached.

ARTICLE 19 - MISCELLANEOUS

- 19.01 Prior to any changes in rules or policies which affect working conditions for employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union.

- 19.02 Payday will be bi-weekly. The employees shall receive their pay by direct deposit.
- 19.03 The Employer agrees to provide the employees and the Union with a copy of the Workers' Safety and Insurance Board Form 7 at the same time as it is sent to the Board. The Employer will notify the Union when any employee returns to work on a modified/light/alternate work program.
- At the request of the employee, a representative of ONA may be asked to participate in discussions regarding a back to work program.
- 19.04 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or other sanction.
- 19.05 All employees who are regulated health professionals will provide the Employer with proof of membership in good standing annually.
- 19.06 Cellular Phones
- Full time employees who are normally required to conduct out-of-office business for the Employer such as home visits shall be compensated for their business use of personal cellular phones. Employees who provide proof of purchase and thereafter yearly proof of activation of a cellular phone shall be entitled to an allowance of \$120.00 per year paid at a rate of \$10.00 per month. This will be effective on the date of ratification of this agreement.
- 19.07 Education and Development
- The Employer is committed to having knowledgeable and expert employees. Employee development and continuing education are viewed as a joint responsibility of the Employee and the Employer. Employees will maintain and update their knowledge and skills on an ongoing basis according to professional and Employer requirements. The Employer will have an education program which supports employee development and continuing education by co-ordinating and promoting educational structures and activities.

ARTICLE 20 - SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 20.01 Salaries in present professional classifications are set forth in Appendix "A" and remain in effect for the duration of this Agreement.
- 20.02 The Employer agrees that the establishment of any new classifications shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of present positions where there has been a significant change in responsibilities. The rates for such new positions will be determined at the time of implementation through a job evaluation process. Before implementing any new professional categories covered by this agreement, the Employer will inform the Union. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification.

20.03 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the employee's date of hire. The employee shall co-operate with the Employer by providing verification of previous experience so that her or his recent related experience may be determined and evaluated during her or his probationary period. Having established the recent related experience, the Employer will credit all employees with one (1) annual service increment for each year of case management/placement co-ordination service experience up to the maximum of the salary grid, effective date of ratification.

Note: This applies to all existing staff who are entitled to an increase in salary based on their previous experience (case management/placement co-ordination service). Such staff will be placed at the appropriate level effective the date of ratification.

The assessment of past professional and community experience will be the sole prerogative of the Employer.

ARTICLE 21- DURATION OF AGREEMENT

21.01 This Agreement shall remain in force and effect for a term commencing on the first day of April, 2004 and terminating on the 31st day of March, 2007 and thereafter from year to year unless either party gives notice in writing to the other within ninety (90) days prior to the expiry date thereof of that party's intention to terminate this Agreement or to re-negotiate revisions thereof.

DATED AT WHITBY, Ontario, this 28th day of October 2004

FOR THE EMPLOYER

FOR THE UNION

T. R. Allison

Marybelle W. R.

[Signature]

[Signature]

[Signature]

Wanda Gouling

[Signature]

Karla Mercier

APPENDIX "A" -WAGE SCHEDULE

DURHAM ACCESS TO CARE
ONTARIO NURSES' ASSOCIATION
WAGE SCHEDULE

CASE MANAGERS
 PLACEMENT CO-ORDINATORS

	April 1, 2004		April 1, 2005	
	<u>Annually</u>	<u>Hourly</u>	<u>Annually</u>	<u>Hourly</u>
Start	43,953	24.15	44,936	24.69
1 Year	44,863	24.65	45,846	25.19
2 Years	45,773	25.15	46,756	25.69
3 Years	46,683	25.65	47,666	26.19
4 Years	47,593	26.15	48,576	26.69
5 Years	48,501	26.65	49,471	27.19
6 Years	50,711	27.87	51,726	28.42
7 Years	52,994	29.12	54,054	29.70
8 Years	55,185	30.32	56,289	30.93
9 Years	58,951	32.39	61,899	34.01

	April 1, 2006	
	<u>Annually</u>	<u>Hourly</u>
Start	45,919	25.23
1 Year	46,829	25.73
2 Years	47,739	26.23
3 Years	48,649	26.73
4 Years	49,559	27.23
5 Years	50,460	27.73
6 Years	52,760	28.99
7 Years	55,135	30.30
8 Years	57,415	31.55
9 Years	64,994	35.71

NOTE: Salary figures **do not** include degree allowance.

1. Yearly increments shall apply on the anniversary of the salary review date adjusted for periods of time otherwise agreed that would delay an increase.
2. The above rates will be increased by five hundred and sixty-five dollars (\$565.00) annually for employees with a Bachelor's degree in a health discipline.
3. The above rates will apply for part time and term employees by converting to an hourly rate calculated on the basis of annual salary divided **by** 1820 hours.

MEMORANDUM OF AGREEMENT

BETWEEN

DURHAM ACCESS TO CARE

AND

THE ONTARIO NURSES ASSOCIATION

Re: Job Sharing

This agreement covers the terms and conditions for the job sharing of positions within the bargaining unit. Should there be a discrepancy between this agreement and the Collective Agreement, this agreement takes precedence over the terms and conditions of the Collective Agreement for job sharing employees only.

Job sharing differs from the traditional view of part time work which is one part time employee performing the duties of one part time position. Job sharing is a regular, ongoing arrangement between *two* employees and their Employer and their Union to share the responsibilities of one full time position.

This agreement may be terminated with either party giving the other party a minimum of ninety (90) days notice in writing. Should this agreement be terminated by either party, employees involved in **job** sharing arrangements shall return to regular positions should vacancies be available through the job posting process or continue in the job sharing process until a full time vacancy becomes available through the job posting process.

The parties realize that not all employees may be able to participate in the job sharing program because of job duties, operational needs, etc. As a result, the parties agree that no grievance will be filed on a decision that does not permit participation on a job share arrangement.

When two (2) employees wish to share a job, the following conditions will apply:

- (a) The job share partners must be either two full time employees or one full time and one part time employee. Any part time employee who is accepted into job sharing will convert to full time status.
- (b) Each job sharing arrangement will replace one full time bargaining unit position. Two employees will equally fill the position. A job sharer who wants to return to full time employment must apply to a job posting and be the successful candidate as outlined in clause 8.08.
- (c) The resulting vacant full time position will be filled through the **job** posting procedure.
- (d) Any **job** share arrangement must receive the approval of Management and the Union before it is confirmed.
- (e) A request for a job sharing arrangement by two employees who have completed their probationary period shall be made in writing to the

employee's supervisor with a copy to the Union and the Director of Corporate Services.

- (f) Seniority will be prorated during the job sharing period.
- (g) The particular terms of any job share arrangement, in addition to the terms in this agreement, shall be agreed to in writing by the supervisor, the Union and the two employees who are entering into the job share arrangement prior to the arrangement being confirmed. As part of the agreement, job share employees must complete a time sheet for each pay period to indicate who worked which shifts.
- (h) Union dues will be paid on the same basis as all other bargaining unit employees during the job share period.
- (i) If either of the job sharers terminates the job sharing arrangement by either accepting another full time position or terminating employment, the job share agreement is deemed to be terminated for both parties unless (k) applies.
- (j) If the conditions in (i) above take place the remaining job sharer shall revert to regular full time employment unless (k) applies.
- (k) If the remaining job sharer and management and Union wish to continue the job sharing arrangement, the job sharer will have six months to find a new job sharing partner, suitable to the Employer, from first within the bargaining unit.

During the period of the search, the remaining job sharer may be required to work full time.
- (l) Where a job sharing arrangement is cancelled, the parties will meet to discuss the availability for the job sharers.
- (m) The job sharers will be paid for the hours worked on their applicable salary grid. Where the position being shared is on a salary grid, the employee's salary for the position will be determined by the amount of time worked (e.g. one year on job share equals six months of service toward salary increase).
- (n) Each job sharer will be entitled to one-half (1/2) of the paid holidays per annum.
- (o) Each job sharer will receive the vacation entitlement of a regular full time employee according to their length of service and in proportion to regular time worked.
- (p) Each job sharer will be entitled to sick leave benefits of a regular full time employee adjusted to reflect proportion of regular time worked.
- (q) Each job sharer will receive mileage in accordance with Article 10 if applicable.

- (r) During periods of extended absence, (i.e. maternity leave, lengthy illness) of one of the job sharers, the other job sharer may be required to work for the absent **job** sharer.
- (s) The benefit coverage for a pair of job sharers will not exceed the benefit costs for one full time employee. Those benefits provided in Article **15.03** Extended Coverage and **15.06** Dental Plan - Full Time Employees, will **be** shared by the employees in the job share arrangement. For clarity, one employee will receive the Major Medical Benefit and the other will receive the Dental Plan Benefit. The employees in the arrangement must agree **on** which benefit each employee will participate.
- (t) Each employee will participate in the benefits outlined in Article **15.01** and **15.05**. Benefit levels will be determined by point (m) of this document.
- (u) Each job sharer is to average **17.5** hours per week. The work schedules of the job sharers must be approved by their supervisor.
- (v) Overtime for job sharers will be considered as authorized hours worked in excess of the normal hours of work as provided for in Article **13.01** (a) and will be compensated for as prescribed by Article **13.01** (a) of the Collective Agreement. The job share employee working the authorized overtime will be compensated for the overtime.
- (w) The Employer **will** not incur any increased costs except those administrative costs directly related to **two** people on **staff** sharing a position normally filled by one person.
- i.e.
- two salary reimbursements instead of one
 - **two** personnel files instead of one
 - **two** performance reviews instead of one
 - counselling and dealing with **two** employees instead of one.

DATED AT WHITBY, Ontario, this 28th day of March, 2004.

FOR THE EMPLOYER

FOR THE UNION

TR Oleson

Greg Lewis LRO

J. Stinger

[Signature]

Wanda Foulding

[Signature]

Paula Macier

LETTER OF UNDERSTANDING

Between:

DURHAM ACCESS TO CARE

And:

THE ONTARIO NURSES ASSOCIATION

Re: Professional Responsibility

Where a situation arises where an employee has cause to believe that they are being asked to perform work that results in workload issues, he/she shall meet with their Manager, Client Services or their designate to discuss their concerns. If the matter is not resolved within 14 days, the employee may submit the complaint in writing to the Director, Client Services. The ONA Local President or their designate may be included in this meeting. If the matter remains unresolved, the complaint shall be submitted in writing by the Union to the Joint Union Management Committee, where a special meeting will be convened within 14 days of filing the complaint to discuss and attempt to resolve the matter to the satisfaction of both parties.

DATED AT WHITBY, Ontario, this 28th day of October, 2004.

FOR THE EMPLOYER

FOR THE UNION

TR. Allesen

Mary Breen

[Signature]

[Signature]

[Signature]

Wanda Gouling

[Signature]

[Signature]

[Signature]

Karla Merris

LETTER OF UNDERSTANDING

Between:

DURHAM ACCESS TO CARE

And:

THE ONTARIO NURSES ASSOCIATION

Re: Scheduling for Case Managers (Extended Hours Staff)

The parties agree to the following scheduling guidelines:

- 1) Shift scheduling is a management function
- 2) A change to a shift schedule shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval by the Employer. The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable. The Employer shall not be held liable for any violation of the Collective Agreement arising out of the mutual exchange of shifts between employees.
- 3) Full time staff will be scheduled for not more than *two* weekends out of four unless the employee agrees to be scheduled for more.
- 4) Not **less** than 12 hours off shall be scheduled between shifts.
- 5) Full time staff will have a minimum of eight days off in any four week cycle.
- 6) Statutory holidays will be taken as specified in Article 10.04.
- 7) Fulltime employees hired specifically for extended hours or employees **who** are successful applicants for extended hours full time positions are entitled to be paid a shift premium of \$1.35 per hour as per Article 13.01 (d) and (e). The premium of time and one half for weekend work shall not apply to these employees for regularly scheduled Saturday or Sunday work.
- 8) Employees working in extended hours positions may work up to 12 hours in a day at straight time and may work more than 35 hours at regular rates in a 7 day period but no more than 70 hours in a 2 week pay period. Hours worked beyond 70 hours in a 2 week pay period are at overtime rates.
- 9) An employee shall not be required to work more than 40 hours in a 4 day period.
- 10) Vacation shall be accounted for in hours with 35 vacation hours being the equivalent of one week of vacation entitlement.

11) Breaks shall be as follows based on the length of shift:

- i) For a shift covering 12 consecutive hours e.g. 8:00 a.m. to 8:00 p.m.:
Actual working hours 11
Two meal breaks of 30 minutes each – unpaid
Three breaks of 15 minutes each – paid
- ii) For a shift covering 11 consecutive hours e.g. 9:00 a.m. to 8:00 p.m.
Actual working hours 10
Two meal breaks of 30 minutes each – unpaid
Two breaks of 15 minutes each – paid
- iii) For a shift covering 10 consecutive hours e.g. 12:00 noon to 10:00 p.m.
Actual working hours 9
One 60 minute break – unpaid
Two 15 minutes breaks – paid

12) Extended hours staff **will** be paid for actual time worked at their normal hourly rate.

DATED AT WHITBY, Ontario, this 28th day of October, 2004.

FOR THE EMPLOYER

FOR THE UNION

TRilleson

Maylene RO

[Signature]

[Signature]

[Signature]

Wanda Taulding

[Signature]

Rena Mercier

37