

COLLECTIVE AGREEMENT

between

NORTH WEST
COMMUNITY CARE ACCESS CENTRE
(hereinafter referred to as the "Employer")

and

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

EXPIRY: March 31, 2014

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to maintain mutually satisfactory employee relations between the Employer and the Union and to promote a prompt and orderly method of settling all differences including grievances, and for the final settlement of disputes.

It is recognized that the parties wish to work cooperatively to provide the best possible health services for clients in a cost effective manner.

- 1.02 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent for all registered nurses and allied health professionals employed by the North West Community Care Access Centre as Case Managers, Placement Co-ordinators, Community Care Coordinators and Wait Lists Planners, save and except office and clerical positions represented by CAW, Managers and Supervisors, persons above the rank of Manager and Supervisor, Confidential Secretaries, Administrative Assistants and students including co-op and job placement programs.

- 2.02 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 Union's duly chartered bargaining unit who are employed by the North West Community Care Access Centre.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Employer retains all the rights of management save insofar as they are modified by this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the sole right of the Employer to:

- (a) maintain order, discipline and efficiency, determine and revise reasonable rules, regulations, policies and procedures to be observed by the employees;
- (b) hire, assign, retire, direct, promote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees, provided that a claim by an employee of discharge, suspension, or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) plan, direct and coordinate its operations, determine the methods, job classifications and content, work assignments, determine schedules, hours of work, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the employees work, numbers of employees and staff requirements;
- (d) determine the extent of its operations, expansion, curtailment or discontinuance to satisfy its commitments and objectives;
- (e) ensure security of Employer's property, including client and corporate information.

- 3.02 The above right shall be exercised in a manner consistent with the provisions of the Collective Agreement.

- 3.03 All matters concerning the operation of the NWCCAC not dealt with herein shall be reserved to the Employer and be its sole responsibility.

ARTICLE 4 – RELATIONSHIP

- 4.01 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 the Employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

The Union agrees there will be no Union activity, solicitation for membership, on Employer premises or during working hours except with the permission of the Employer or as specifically provided for in this Agreement.

- 4.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, creed, colour, place of origin, citizenship, ancestry, sex, sexual orientation, marital status, family status, age, ethnic origin, disability or any other factors not pertinent to employment.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

- 4.03 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: Ontario Human Rights Code, Sec. 10 (1).

(a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability". Ref: *Ontario Human Rights Code*, Sec. 5 (2).

(b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee". ref: Ontario Human Rights Code, Sec. 7 (2).

(c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to follow the complaints process as set out in the Employer's harassment policies and process.

(d) In recognizing the importance of a harassment free environment, the Employer and the Union will review Employer policies and processes with respect to harassment with the Employee during her or his orientation period.

(e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.

(f) Where an Employee believes that she or he has been harassed contrary to this provision, she/he may file a grievance under Article 8 of this Agreement, prior to filing a complaint with the Ontario Human Rights Tribunal.

(g) The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

- 4.04 (a) The Employer and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.

(b) The Employer and the Union recognize they have a joint responsibility to accommodate the return to work of injured and/or permanently disabled employees. The parties commit to work in a collaborative and cooperative manner to achieve this objective.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts, so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 6 – REPRESENTATION AND COMMITTEES

6.01 Union Representatives

The Employer agrees to recognize four (4) Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

The Union shall notify the Employer in writing of the names of its representatives for all purposes and the names of members of all committees recognized under the Collective Agreement.

6.02 Local Negotiating Committee

(a) The Employer will recognize a negotiating committee of three (3) employee representatives appointed by the union including the bargaining unit president.

(b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation and mediation. It is agreed that the Employer is not responsible for accommodation, parking, transportation and food costs associated with the employee's participation in bargaining.

6.03 Central Negotiating Committee

In the event that the parties agree to participate in central bargaining between the Ontario Nurses' Association and the Participating CCACs, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the Participating CCACs and shall be paid for all scheduled shifts missed (including scheduled shifts immediately before and after negotiations), up to and including conciliation and mediation. Employees will be credited with seniority and service for all such leave. It is agreed that the employer is not responsible for any other costs associated with the employee's participation in bargaining. There shall be no more than one employee from the Employer on the Union's Central Negotiating Team. Notice will be given to the Employer as far in advance as possible.

Central Negotiating Team members require unpaid time off for the purpose of preparation for negotiations. The Union will advise the CCACs concerned, as far in advance as possible, but in no event less than 2 weeks in advance, of the dates for which leave is being requested. The leave will not be unreasonably denied.

6.04 Union /Management Committee

There shall be a union/management committee comprised of two (2) employee representatives appointed by the Union and two (2) employer representatives. The Committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of a grievance will not be discussed at this committee.

The Committee will meet quarterly, unless agreed otherwise, at a time and place mutually agreed to provided there is business for their joint consideration. The parties will exchange agenda items at least one (1) week prior to the meeting. The parties further agree the Committee may meet at any time its members mutually agree a meeting should be held. The duties of the Chairperson will be shared by the parties. Copies of the minutes shall be provided to Committee members.

The employer agrees to pay for time spent during regular working hours for representatives of the union attending such meetings.

The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.05 The Employer will recognize a Grievance Committee consisting of not more than three (3) Employee Representatives, one of whom shall be the chair. This committee shall operate and conduct itself in accordance with the provisions of the Collective Agreement.

6.06 Joint Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least two representatives from the bargaining unit. The number of committee members will be no less than that determined by legislation and the bargaining unit will be entitled to the same membership as any other employee group on the committees. The Union shall notify the employer of their representatives.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to occupational health and safety.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions. The Committee shall respect the confidentiality of the information.
- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.
- (h) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act, s. 25(2)(h)*].
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- (j) The employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.
- (k) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.07 Workplace Violence

- (a) "Workplace violence" means:
- i. The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
 - ii. An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
 - iii. A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The parties agree that workplace violence will not be condoned. Employees report workplace violence to their manager or designate.

The Employer will develop and maintain policies and procedures to deal with workplace violence and shall submit any changes to these policies to the Joint Health and Safety Committee for input and review.

These policies and procedures shall be communicated to all employees at orientation and annually.

- (b) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (c) The parties agree that, if incidents involving an employee and an aggressive client or client family member occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.
- (d) Subject to appropriate legislation, the Employer will inform the Union of incidents under this provision consistent with Section 52 (1) of the *OH&S Act and Regulations*.

6.08 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer and which permission shall not be unreasonably withheld.

6.09 The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Employer for the purpose of investigating and processing grievances, attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior approval has been given by the Employer.

6.10 It is agreed that Union 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 from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during his or her regular hours at grievance meetings.

The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

ARTICLE 7 – UNION SECURITY

7.01 Union Dues and Membership Lists

The Employer shall deduct monthly from the pay due to each employee who is covered by this Agreement a sum equal to the monthly Union dues of each such employee. Where an employee has insufficient unencumbered earnings during the first payroll period, the deduction shall be made in the next payroll period where the employee has sufficient unencumbered earnings, within that month. The Parties acknowledge that union dues are not applicable to any month during which an employee has no earnings. The Union shall notify the employer in writing of the amount

of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.

The Employer will provide the Union with: name of the organization; dues per employee including first and last name, total of all dues submitted identifying dues month; arrears or adjusted amounts; Social Insurance Numbers; hourly rate and status (full-time, regular part-time and casual part-time); terminations and effective date; leaves of absence exceeding 30 days (effective date); and, newly-hired employees with date of hire. Annually addresses will be provided for all current employees. A copy of this information will be sent to the Bargaining Unit President excluding Social Insurance Numbers and addresses.

7.02 T-4 Slips

The Employer shall include on each employee's T4 slip the amount of monies deducted in the previous year, and remitted to the Union for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

7.03 Indemnification

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

7.04 New Employees

The Employer agrees to allow a representative of the Union as designated by the Bargaining Unit President, during her/his regular working hours to meet for a period of up to thirty (30) minutes, with newly hired employees during the general orientation period, which shall take place within the first month of their employment.

On or before the commencement of her employment, the Employer will give to each new employee a copy of this collective agreement. The Employer will issue in advance to the representative designated by the Bargaining Unit President the names of all new hires and the time in the orientation schedule when the thirty (30) minutes meeting will take place.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 The parties to this Agreement believe that 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 Manager promptly following the issue giving rise to the complaint.

8.02 Should any dispute arise between the Employer and an employee, or between the Employer and the Union, or between the employer and a group of employees who have identical grievances, 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 or when the employee ought to have reasonably become aware of the issue giving rise to the complaint/grievance. Grievance transmittals shall take place between the bargaining unit representative designated by the Bargaining Unit President and the position designated by the Employer. It is understood that the Union has carriage of all grievances.

Grievances shall be on the form set out in Appendix 2. The parties agree to utilize an electronic copy of this form for the submission of grievances.

8.03 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. In addition to the union representative, the Union's Labour Relations Officer is entitled to attend such meetings.

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 written intent to forward the matter to arbitration. Such notice shall contain the name of the first

party's recommended Sole Arbitrator. Where such written notice is post-marked within twelve calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of its agreement or propose an alternate Sole Arbitrator in writing. If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

- b) Notwithstanding a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.
- 8.05 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 the 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.
- 8.06 Once appointed the Arbitrator shall have all the powers and shall conduct the proceeding under Section 50 of the Labour Relations Act to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 8.09.
- The parties agree that presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be short and concise as possible. The parties agree to make limited reference to authorities during such submissions.
- 8.07 The Arbitrator 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.
- 8.08 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Arbitrator 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.
- 8.09 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.10 Each of the parties shall pay its own expenses including pay for witnesses and one-half of the expenses and fees of the Arbitrator.
- 8.11 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee(s) concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- 8.12 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a Sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

Where the parties agree, they will exchange names of nominees within ten (10) calendar days. 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 parties' nominees are unable to agree on a Chairperson, or one of the parties fails to appoint a nominee, the appointment of the chair shall be made by the Minister of Labour for Ontario upon the request of either party.

All references in Article 8 to a Sole Arbitrator shall be taken to include a Board of Arbitration.

- 8.13 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee is entitled to be represented by a union representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance. Union Representatives undertake to be reasonably available in person or by telephone for such meeting.

In cases of suspension or discharge, the Employer agrees as a matter of good labour relations practice, in most circumstances, it will also notify a local union representative.

- 8.14 The release of a probationary employee shall not be subject to the grievance procedure unless the probationary employee is released for:
- i. Reasons which are arbitrary,
 - ii. Exercising a right under this agreement,
 - iii. Discriminatory, or
 - iv. Bad faith.
- Should the Union be successful, the employee shall be reinstated to the remainder of the probationary period.

8.15 Discharge Grievance

The letter of termination or suspension without pay of an employee who has completed probation will include written reasons and will be provided to the employee within seven (7) calendar days of termination or suspension without pay.

A discharge grievance is to be submitted as a written statement lodged by the employee with the Employer within fourteen (14) calendar days of the discharge and will be dealt with starting at Article 8.03 of the grievance procedure.

8.16 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Union and the Employer.

ARTICLE 9 – SENIORITY AND SERVICE

9.01 (a) Probationary Period

A full-time employee shall be considered as a probationary employee for a period of eight hundred twenty-five (825) hours from her date of hire. All other employees shall have a probationary period of eight hundred twenty-five (825) hours or eight months, whichever is lesser.

(b) A written evaluation of the employee's work will be given to the employee before completion of probationary period and a copy kept in the employee's file.

(c) The employer may, with the consent of the Union and the probationary employee, extend the duration of the probationary period. Such extension shall not exceed two hundred and eighty (280) hours.

- 9.02 (a) Seniority and service will be based on last date of hire for full-time employees and will accrue on the basis of hours paid for part-time employees. One year of full-time service and seniority shall be equivalent to fifteen hundred (1500) paid hours of part-time service and seniority. Casual employees will accrue seniority and service on the same basis as regular part-time employees.

Seniority shall be a factor used in determining lay-off and recall rights, job posting, vacation preference and other non-compensation matters.

Service is used to determine pay level (i.e. salary progression), sick leave credits, vacation pay, statutory holiday entitlement and any other compensation issues.

- (b) An employee's full seniority and service shall be retained by the employee in the event that the employee is transferred from full-time to part-time or in the event the employee is transferred from casual to regular part-time or vice-versa. An employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of fifteen hundred (1500) hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority 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.
- (c) When situations occur where seniority is a factor and where affected part-time and casual employees have a different number of hours in their regular work day, then seniority will be determined by the number of regular work days completed. This will be done by dividing each affected part-time employee's total number of hours worked by the number of hours in their respective regular work day. The part-time employee with the higher number of work days will have the higher seniority.

9.03 Seniority List

There will be three (3) separate seniority lists for 1) full-time employees, 2) regular part-time employees and 3) casual employees/temporary employees. Seniority lists will be posted on January 15th (to include up to December 31st) and September 15th (to include up to August 31st) of each year and two (2) copies will be given to the Union.

Upon posting of the seniority lists, the Union and affected employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate. All seniority lists will be posted at all sites or on the North West Community Care Access Centre Intranet.

9.04 Accumulation and Loss of Seniority

- (a) Subject to clause (d) seniority and service shall be retained and accumulated when a full-time or regular part-time employee is absent from work under the following circumstances:
 - i. on an approved leave of absence with pay;
 - ii. on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days or less;
 - iii. when in receipt of paid sick leave
 - iv. when in receipt of Workplace Safety Insurance (but not full pension) for a period of less than thirty (30) continuous calendar days.
- (b) Subject to clause (d) seniority and service shall be retained but not accumulated when a full-time or regular part-time employee is absent from work under the following circumstances:
 - i. on an approved leave of absence without pay in excess of thirty (30) continuous calendar days for the period of time which exceeds thirty (30) continuous calendar days;
 - ii. when absent due to accident or illness not compensable under the Workplace Safety Insurance and not covered by paid sick leave for a period in excess of thirty (30) calendar days;
 - iii. when absent due to lay-off.
- (c) An employee's seniority, but not service will accrue when the employee is in receipt of Long Term Disability payments.
- (d) Deemed termination – an employee's seniority rights and her employment shall be deemed to have been terminated if she:
 - i. leaves of her own accord;
 - ii. is discharged and the discharge is not reversed through the Grievance and/or Arbitration Procedure;

- iii. is absent without permission unless she provides a justifiable reason or overstays a permitted leave of absence unless she provides a justifiable reason;
- iv. is absent from work for more than eighteen (18) months due to lay-off;
- v. fails upon being recalled to work following a lay-off to advise the Employer within eight (8) days of the giving of notice of recall that she intends to return to work or fails within that period of time to provide the Employer with an acceptable reason for not returning or if she fails to return to work in accordance with Article 11.01 (b), such further time as may be agreed upon in writing by the parties, and notice of recall shall be deemed to have been given when delivered personally to the employee or when mailed by registered mail to her last address on record with the Employer.

NOTE: This clause shall be implemented in a manner consistent with the Ontario Human Rights Code.

9.05 Notice of Termination

Unless excused by the Employer, every employee shall endeavour to give at least four (4) weeks' notice of termination of her employment.

9.06 Position Outside Bargaining Unit

- (a) An employee who is transferred to a position outside of the bargaining unit for a period of not more than one (1) year shall, subject to c) below, retain, but not accumulate, her seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of one (1) year, she will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of her return to the bargaining unit.
- (c) In the event that an employee is transferred out of the bargaining unit under (a) above for a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood that an employee may decline such offer of transfer and that the period above may be extended by agreement of the parties.

ARTICLE 10 – JOB POSTING

10.01 Job Postings

- (a) All vacancies that occur in a classification within the bargaining unit, which the Employer decides to fill, or a new position within the bargaining unit is established by the Employer, such vacancies shall be posted for a period of five (5) working days. A subsequent vacancy created by the filling of a posted vacancy shall be posted for three (3) consecutive working days.
- (b) Employees shall be selected for positions under (a) on the basis of their qualifications, skill, ability, experience and education. Where these factors are relatively equal among the employees considered, seniority shall govern. The name of the successful applicant will be posted and unsuccessful applicants will be notified in writing.
- (c) Vacancies which are not expected to exceed three (3) months, and vacancies caused due to illness, accident, leaves of absence (including pregnancy and parental) will be posted for three (3) consecutive working days. In filling vacancies, consideration shall be given to regular full-time and regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work as per 10.01 (b). If these temporary vacancies are not filled by a regular full-time or regular part-time employee, consideration will be given to casual employees on the basis of seniority who are qualified to perform the work in question.

Where part-time and casual employees fill temporary full-time or part-time vacancies such employees shall be considered regular part-time and shall be covered by the terms that apply to part-time employees. Upon completion of the temporary vacancy, the employee shall be reinstated to her former position. If a temporary position is ended early, notice will be given in accordance with Article 11 (Lay-off and Recall).

- (d) The Employer shall have the right to fill a permanent vacancy on a temporary basis to allow for posting and a completion of arrangements to permit the employee selected to fill the vacancy.
- (e) Where the applicant has been selected in accordance with this article and it is subsequently determined that she cannot satisfactorily perform the job the Employer will, during the first 60 working days from the date on which the employee was first assigned to the vacancy, return the employee to her former job and the filling of the subsequent vacancies (if any) will be reversed.
- (f) An employee selected as a result of a posted vacancy/transfer or Job Bid System need not be considered for a further permanent vacancy for a period of 6 months from the date of her selection. This does not apply to employees applying for vacancies or requesting a transfer to full-time or part-time positions in their work location.
- (g) A Job Bid Form will be established which employees can only use when unable to use the regular job posting process due to being absent from work due to illness, vacation or leave of absence.

Job Bid Forms will be valid from January 1st to December 31st of each year. The Employer shall send copies of all Job Bid forms to the Union. Employees may choose up to three (3) positions and will be allowed to submit an updated form anytime during the calendar year.

- (h) All job postings will indicate the current work site/location/department and will be posted on all site bulletin boards or on the North West CCAC Intranet.

A copy of all postings shall be given to the Bargaining Unit President.

All applications are to be made in writing within the posting period.

- (i) The Union agrees that there may be circumstances where the NWCCAC may have a valid and legitimate business reason to effect the transfer of employees. In such a circumstance the Employer shall provide the affected employees and the Bargaining Unit President with a minimum of thirty calendar days notice. In effecting such transfer the NWCCAC agrees that it will consider seniority among other relevant factors. The NWCCAC shall not exercise this right in a manner that is inconsistent with the terms of the Collective Agreement or for reasons that are unreasonable, arbitrary or in bad faith. An employee will not be transferred to another NWCCAC office except by mutual consent.
- (j) If an employee is asked to transfer permanently to another NWCCAC office and she agrees, the following conditions will prevail:
 - i. moving costs will be paid in full by the Employer;
 - ii. the transferred employee will be granted two (2) days off with pay in order to find suitable accommodation before transferring;
 - iii. at the time of transfer, the employee will be granted three (3) days off with pay in order to relocate.

However, the above conditions will not apply where the transferred employee has previously requested the transfer pursuant to clause 10.01 (f).

ARTICLE 11 – LAYOFF AND RECALL

- 11.01 (a) It is agreed and understood that lay-off, bumping and recall of full and part-time employees will be separate and governed by the seniority lists established under Article 9.03. It is further understood and agreed that prior to laying off of any employees, temporary and probationary employees in the classification and office where the lay-off is going to occur will be released first. If a temporary position is ended early and the incumbent was a NWCCAC employee prior to moving to the temporary position, the Employer will endeavour to provide the employee with at least one (1) weeks' notice. Failure to provide one (1) weeks' notice will not result in any payment in lieu of that notice. Employees who are unable to bump the least senior person within their classification and office may bump the least senior person in other classifications and/or offices in the bargaining unit provided such employee has the necessary qualifications and ability to do the work required without training, other than a three (3) day orientation, except as modified in (d) below. Employees will inform the Employer of their decision to bump or accept the lay-off within three (3) working days of:
- i. the Employer providing to the Union the information contemplated by Article 11.01 (c) or 11.01 (f), or
 - ii. the receipt by the employee of her notice of lay-off, whichever is later.

Laid off employees are eligible, in order of seniority, for "temporary" recalls of not longer than eight (8) months and shall advise the Employer as to whether they are interested in such recalls. Employees recalled for eight (8) months or less shall not be entitled to notice of lay-off nor bumping rights.

In the event a full-time employee is temporarily recalled to a full-time position prior to the last day of the month following her date of lay-off, her benefits will remain in place for the duration of that temporary recall, provided she has maintained her benefits up to date of recall.

A full-time employee who accepts a temporary recall shall be paid at her regular full-time rate of pay together with a percentage payment in lieu of benefits at the rate specified for part-time employees.

A full-time employee who accepts a temporary recall will accrue seniority and service throughout the period of such employment in the manner prescribed for part-time employees.

Seniority and service will be credited by dividing any hours earned by the normal daily hours to establish the number of days to be credited to the employee once she has returned to full-time.

A part-time employee who accepts a temporary recall will accrue seniority and service throughout the period of such employment.

A full-time employee who accepts a temporary recall while on lay-off will be treated as a part-time employee for all purposes under the Collective Agreement except permanent recall.

- (b) 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) days unless otherwise agreed.
- (c) For lay-offs other than long-term lay-offs. The Employer and the Union will meet and discuss the lay-offs at the earliest opportunity. This discussion will include the service which the Employer will undertake after the lay-off.

For a lay-off of less than thirteen (13) weeks, the Employer will provide the local Union with no less than fourteen (14) days' notice of lay-off.

An employee, subject to lay-off, will be given at least one (1) weeks' written notice of lay-off.

- (d) For lay-offs of less than one (1) week, it will not be necessary for the parties to meet as described above.

In exercising bumping and recall rights in long-term lay-off situations, each employee is entitled to an orientation of up to ten (10) working days in order to assist her to meet the staffing requirements of the Employer.

- (e) For greater certainty, laid off employees are entitled to apply for posted vacancies.

For further clarity, all references to classification in this Article will refer to position.

- (f) Notice to Union of Long-Term Lay-off

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

- i. Provide the Union with two (2) months' notice of such lay-off where practicable and in any event not less than forty-five (45) calendar days' notice of lay-off.
- ii. Meet with the Union to review the following:
 - a. the reasons causing the lay-off;
 - b. the service which the Employer will undertake after the lay-off;
 - c. the method of implementation, including areas of cutback and the employees to be laid off;
 - d. methods of reducing the impact of the lay-off, which may include reducing hours rather than laying off employees. Any such methods require the agreement of the Union. Where the Employer can demonstrate that a reduction in hours, or some other alternative to lay-off (except alternatives involving reductions in compensation) is in the best interest of the North West CCAC's clients, agreement on the alternatives will not be unreasonably withheld.

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

Notice of lay-off under the Employment Standards Act shall be given to each affected individual.

A lay-off or recall of a full-time employee shall be separate and apart from the lay-off or recall of a regular part-time employee.

ARTICLE 12 – EMPLOYEE FILES

- 12.01 Any completed performance evaluation on an employee shall be reviewed with the employee and the employee shall also be given a copy of the evaluation. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed on her file. If the employee does not wish to add her views to the evaluation such employee shall make a notation to that effect on the form. The employee shall be given a copy of the evaluation.
- 12.02 Upon written request, an employee may review her personnel file in the presence of her Supervisor.
- 12.03 No document shall be used against an employee where it has not been brought to her attention. It is understood that evaluations do not constitute disciplinary action unless so indicated in writing to the employee by the Employer.
- 12.04 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for eighteen (18) months.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Union Leave

- (a) Leave of absence without pay shall be granted to employees selected by the Union to attend Union conventions or conferences, or Union business, provided that the leave does not unduly interfere with the operations of the Employer.

The amount of Bargaining Unit union leave shall be a cumulative total of thirty-five (35) days in one (1) calendar year. Not more than three (3) employees shall be absent at one time.

Such request is to be made fourteen (14) calendar days in advance, where practicable, in writing by the union. Such leave will not be unreasonably denied. Where it is normal practice, the Employer will endeavour to replace any employee who is on leave for Union business by another employee covered by the Collective Agreement. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the salary of the employee. Employees will receive service and seniority credit for all leaves granted under this Article.

- (b) Leave for Local Coordinator
Should an employee hold the position of Co-ordinator in the Local Union organization, an additional fifteen (15) days of unpaid leave of absence for Local Union business shall be granted.
- (c) Leave for the Board of Directors
An employee who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the Office of President, shall be granted a leave of absence without pay as she or he may require to fulfill the duties of the 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. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the salary and applicable benefits (or percentage in lieu of benefits) of the employee. Employees will receive service and seniority credit for all leaves granted under this Article.
- (d) Should an employee hold the position of Treasurer in the Local Union organization, an additional fifteen (15) days of unpaid leave of absence for Local Union business shall be granted.
- (e) Leave for ONA President
Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence shall be granted to such employee elected to the Office of the President of the Ontario Nurses' Association. Notwithstanding Article 13.14, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the employee's salary and applicable benefits (or percentage in lieu of benefits) shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits (or percentage in lieu of benefits). It is understood, however, that during such leave, the employee shall be deemed to be an employee of the Ontario Nurses' Association. The employee agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

Notwithstanding the above, the Employer and the Union may make alternate arrangements in respect to salary and benefit continuation.

13.02 Personal Leave of Absence

- (a) The Employer may grant a request for leave of absence for personal reasons without pay provided that they receive reasonable notice, in writing, subject to the operational requirements of the Employer. Employees when applying for such leave shall indicate the proposed date of departure, the reason for the leave, and the date of return. Such requests will not be unreasonably denied.
- (b) An employee on leave of absence of two (2) months or more is required to give confirmation of the date of her return to work at least fourteen (14) calendar days prior to her return except in unusual circumstances but in any event the employee will make every effort to give at least thirty (30) calendar days' notice.

13.03 In any case where an employee is granted leave of absence without pay of one (1) week or greater, she shall not be required to work the weekend prior to or following the leave of absence.

13.04 After a leave of absence of four (4) months or more, the Employer will familiarize the employee with any changes in policies and procedures prior to assigning her to her regular duties.

13.05 An employee who is on an approved leave of absence will be returned to her former position at the completion of the leave unless her job has been terminated in which case she will be required to make use of the layoff procedure outlined in this agreement to retain a position.

13.06 Bereavement Leave

- (a) Upon the death of an employee's spouse (spouse to include same sex partner), parent, child or stepchild, an employee shall be granted up to five (5) consecutive days off work, without loss of regular pay for her regularly scheduled hours. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off with or without pay may be granted by the Employer.
- (b) When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) consecutive calendar days off work, without loss of regular pay for her regularly scheduled hours. One of the days of leave shall include or be contiguous to the day of the funeral or equivalent service.
- (c) When a death occurs of an employee's uncle, aunt, niece or nephew, the employee shall be granted one (1) day without loss of regular pay for regularly scheduled hours to attend the funeral or equivalent service.
- (d) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, in order to accommodate religious and cultural diversity.
- (e) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandparent of spouse, grandmother, grandfather, grandchild.
- (f) Where it is necessary, because of distance, the employee may apply for additional leave with or without pay. Permission for such leave shall not be unreasonably withheld.

13.07 Family Medical Leave

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

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

The employee shall be reinstated to her or his former position.

13.08 Pregnancy/Parental Leave

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of thirty-five (35) weeks. The employee must give the Employer written notice that she does not intend to make her contributions, if any.
- (e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the *Employment Standards Act* is amended or declared a violation of equality rights. Parental leave shall be granted for up to thirty-five (35) weeks in duration (thirty-seven (37) weeks if pregnancy leave is not taken).
- (f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the *Employment Standards Act*. An employee, who is eligible for parental leave in accordance with the *Employment Standards Act*, because she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to thirty-seven (37) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends thirty-five (35) weeks after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (h) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings

shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (i) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she/he is in receipt of Employment Insurance Benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

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

- (j) Due to family circumstances, an employee may require additional leave of absence of up to six (6) additional months. When this occurs, the employee must provide at least two (2) months' notice to the Employer of the need for additional leave time. Seniority and service shall remain as at the final date of parental leave and shall not accrue during this extended leave time.
- (k) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

13.09 Jury Duty, Court Attendance and Tribunal Hearings

- (a) An employee served with a jury notice or with a subpoena requiring attendance at a court or tribunal shall, as soon as possible, notify his/her immediate Manager.
- (b) An employee required to serve on jury duty or spend time attending a tribunal under subpoena or for a case in which the Crown is a party or as a witness at an inquest, or as a witness in a case arising out of her/his employment, or as a witness at a hearing of a Regulatory College of Ontario shall be granted leave and paid pursuant to (d) below.

It is understood that such employee will furnish to his/her immediate Manager a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received.

In addition, the employee will pay to the Employer the amount of any remuneration other than mileage and meal allowances.

- (c) Where the Employer requires an employee to attend any meetings with the Employer in preparation for a case which either arises from an employee's employment with the Employer or otherwise involves the Employer, the Employer will endeavour to schedule such meetings during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the

employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

- (d) An employee required to serve as above shall not lose regular pay because of attendance. Employees will normally come to work during those scheduled hours of the day shift that she is not required to attend as above provided that it is longer than half (½) the schedule(d) shift.
- (e) In the event that an employee is scheduled to start work on or after 1500 hours, she shall not be required to attend jury duty and then report for duty the same day.
- (f) An employee will not be required to work on a shift that commences on or after 2300 hours prior to such jury duty. Where the employee's presence is required past 1700 hours, she shall not be required to attend work of any shift commencing on or after 2300 hours later that day.

13.10 Education Leave

The parties acknowledge that the responsibility for professional development, as it relates to the work of the CCAC, is shared between the employee and the Employer.

- (a) The Employer may, at its discretion, grant unpaid educational leave to any employee who wishes to enrol in a post graduate, diploma, certificate or degree course of study relevant to the profession.
- (b) A full-time or regular part-time employee may be approved for a leave of absence without loss of pay from her or his regularly scheduled working hours for the purpose of writing any examinations including any Quality Assurance Program required by a Regulatory College or required in any recognized course in which employees are enrolled to upgrade their qualifications as it relates to their employment.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars related to the employee's employment at the CCAC may be granted at the discretion of the Employer upon written application by the employee. It is understood that any educational seminar for which an employee requests reimbursement for course fees, materials, meals, transportation and accommodation expenses may be reimbursable when approval is authorized beforehand by the Employer.
- (d) When an employee is required to attend any in-service or e-learning program during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend courses or e-learning outside of her or his regularly scheduled working hours, the employee shall be paid at the appropriate rate for all time spent in attendance on such courses or e-learning.

13.11 Storm Leave

If the office is closed by the Chief Executive Officer or her/his designate due to weather conditions preventing the employee from reporting to the Community Care Access Centre Office or causing the employee to leave the office early then the employee shall not suffer a loss of pay for the time lost.

13.12 Military Leave

An employee will be granted unpaid Military Leave in accordance with the Employment Standards Act. The employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received.

Subject to operational requirements, an employee may be granted unpaid leave without loss of service or seniority to meet obligations pertaining to the Canadian Military Reserve for leaves not covered by the *Employment Standards Act, Reservist Leave*.

13.13 Care Leave

Employees will be granted up to fourteen (14) hours leave with pay in each calendar year for the purpose of providing or arranging for unexpected care for her spouse, dependants or parents or to accompany them to obtain emergency medical care.

Unexpected means an unforeseen or surprising event beyond the reasonable expectations of a person in the employee's situation.

Dependant is defined as "a relative of the employee who is dependent on the employee for care or assistance".

Emergency means an unforeseen combination of circumstances that call for immediate action.

For each hour of leave accessed under this provision, the employee will liquidate an equal amount of time under their accrued paid leave, if any, under the accrued paid leave provisions of the Collective Agreement, or leave of absence without pay if no accrued paid leave is available.

The above does not apply to casual and temporary employees, unless the temporary employee was already employed as a regular full or part-timer prior to accepting the temporary job.

13.14 Effect of Absence

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply (Where LTD is referenced, it shall only apply to agreements that have LTD coverage (**without prejudice to positions outstanding**):

- (a) The Employer shall pay its share of the Group Insurance Benefits for eligible employees for the calendar month in which the leave commences and in the month immediately following.
- (b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, with the exception of LTD, provided that she/he pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence to a maximum period of eighteen (18) months, except as modified by (a), subject to approval of the benefit carrier.
- (c) Benefits will accrue from the date of return to employment following such leave of absence.
- (d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- (e) Seniority, service, vacation credits or any other benefits under any provision of the Collective Agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- (f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the Group Insurance Benefit plans for employees who are on paid leave of absence, paid Sick Leave, or WSIB, and will continue to pay its share of the premium for the Group Insurance Benefit plans in accordance with the Employment Standards Act. It is understood that the obligation of the Employer to pay its share of the Group Insurance Benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.
- (g) It is understood that an employee who chooses to continue Group Insurance Benefits under (a), (b) or (f) above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.

- (h) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering her portion of the premiums each month in advance.

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

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

- 14.01 (a) The Employer will endeavour to post notice on the electronic bulletin board of training courses and other professional development opportunities that may be of interest to the employees.
- (b) If required by the Employer, an employee shall be granted a leave of absence with pay and without loss of seniority and benefits to write examinations.
- (c) Where an employee is required by the Employer to take courses to upgrade or acquire new employment qualifications or maintain qualifications related to the job currently being performed, the employee shall be reimbursed the cost of tuition upon successful completion of the required program. If it is not possible to attend programs during regular working hours, the employee shall be given compensating time off with pay.

ARTICLE 15 – PAID HOLIDAYS

- 15.01 (a) The Employer recognizes the following days as fixed paid holidays for full-time employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition, three (3) float holidays, one per third of the calendar year, will be scheduled at a mutually agreeable time. Full time employees of the former Kenora/Rainy River District CCAC will be granted an additional float holiday. The grandfathering of this day will remain in effect until all employees of the North West CCAC receive an equal number of paid holidays. In addition, float holidays will be scheduled at a mutually agreeable time. Employees will not be allowed to carry over any days from one year to the next. An employee will only receive payment for float holidays earned if she is unable due to unexpected circumstances to take the time owed prior to the end of the calendar year. The parties agree unexpected means an unforeseen or surprising event beyond the reasonable expectations of a person in the employee's situation. In the event the Province of Ontario proclaims a paid holiday other than those listed in (a), it will be substituted for one (1) float holiday and one (1) float holiday will be deleted from this agreement.

- (b) All employees will receive payment at time and one-half (1½) for all hours worked on a fixed holiday.
- (c) Part-time employees will not be entitled to holiday pay other than pursuant to clause (b).
- 15.02 In order to qualify for holiday pay, a full-time employee must work her last scheduled shift immediately prior to the paid holiday and her first scheduled shift immediately following the paid holiday unless the employee is absent on:
- (a) paid sick leave;
- (b) paid vacation;
- (c) paid leave of absence;

- (d) approved leave of absence without pay of thirty (30) or fewer continuous calendar days.

It is agreed that an employee off work on lay-off or an employee off work receiving Workplace Safety Insurance Benefits or pension, or an employee off work on an approved leave of absence without pay exceeding thirty (30) continuous calendar days is not eligible for paid holidays or holiday pay from the Employer.

- 15.03 When a full-time employee is required to work on a fixed paid holiday she shall receive a day off in lieu without loss of pay from her regular earnings and be paid one and one-half (1.5) times her regular straight time hourly rate for all regular hours worked on such fixed paid holiday.

Where a full-time employee or a regular part-time employee is required to work on a paid holiday and she is required to work additional hours following her full shift on that day, she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.

- 15.04 If a holiday as defined in 15.01, other than the float holiday, falls on an employee's scheduled day off, she shall be given another day off with pay at a mutually agreeable time. Lieu days for working on paid holidays shall be taken at a mutually agreeable time.
- 15.05 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.
- 15.06 If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off with pay at a mutually agreeable time.
- 15.07 An employee shall not be scheduled to work both Christmas Day and New Year's Day.

ARTICLE 16 – VACATION

- 16.01 The vacation entitlement date in any year shall be December 31st.

- 16.02 Regular full time employees shall receive vacations with pay as follows:

- (a) an employee who has completed less than one (1) year of continuous service as of December 31st, shall be entitled to a vacation with pay of 1.7 days for each completed month of service to a maximum of four weeks (twenty (20) working days);
- (b) an employee who has completed one (1) or more but less than ten (10) years of continuous service as of December 31st, shall be entitled to an annual vacation with pay of four weeks (twenty (20) working days);
- (c) an employee who has completed ten (10) or more but less than twenty (20) years of continuous full-time service as of December 31st, shall be entitled to an annual vacation with pay of five weeks (twenty-five (25) working days);
- (d) an employee who has completed twenty (20) or more years of continuous full-time service as of December 31st, shall be entitled to an annual vacation with pay of six weeks (thirty (30) working days);
- i) Effective April 1, 2013, an employee who has completed nineteen (19) or more years of continuous full-time service as of December 31st, shall be entitled to an annual vacation with pay of six weeks (thirty (30) working days);
- (e) a full-time employee who has completed one (1) or more years of continuous service and who is absent for a period in excess of thirty (30) continuous calendar days in any vacation year shall have her vacation with pay entitlement calculated on the following basis:

$$\frac{\# \text{ days paid during vacation year} + 30}{260} \times \text{her annual vacation entitlement} = \text{proportionate vacation entitlement}$$

- 16.03 (a) The Employer will endeavour to accommodate the requests of employees with respect to vacation dates, subject to the consideration of service needs. Vacation requests will not be unreasonably denied. Vacation requests from each of the ten North West CCAC sites

(Thunder Bay, Geraldton, Marathon, Kenora, Dryden, Fort Frances, Atikokan, Rainy River, Red Lake, Sioux Lookout) will be considered separately from all other sites. Any new sites established will be identified as additional sites for the application of this Article. If there is a conflict in vacation requests, seniority shall be the deciding factor. Once an employee has been granted a requested vacation period, she may not then exercise her seniority rights to change that vacation period.

(b) A newly employed full-time employee may not take any vacation during her probationary period.

(c) Scheduling Principles for Thunder Bay District

Application for vacation during the month of July and August shall be submitted in the following fashion:

A vacation planner will be posted in each site no later than February 1st. Employees requesting vacation during the months of July and August shall submit requests as follows:

- i. Vacation must be in minimum blocks of five (5) continuous workdays (normal work week). Employees will only be allowed to book four (4) weeks of vacation during the months of July and August.
- ii. Employees in the first third of the seniority list will submit vacation requests to their immediate Supervisors by February 21st. Employees who fail to get their requested time will be so advised and will be given an opportunity to re-pick a vacation prior to February 28th.
- iii. Authorized time off for this group will be posted by March 2nd.
- iv. Employees in the middle third of the seniority list will request vacation starting March 3rd and must have all requests submitted by March 21st. Employees who fail to get their requested time will be so advised and will be given an opportunity to re-pick a vacation prior to March 30th.
- v. Authorized time off for this group will be posted by April 2nd.
- vi. Employees in the lower third of the seniority list will request vacation starting April 3rd and must have all requests submitted by April 21st. Employees who fail to get their requested time will be so advised and will be given an opportunity to re-pick a vacation prior to April 30th.
- vii. The final authorized vacation listing will be posted by May 7th.
- viii. At the time requests are formally submitted, an employee must enter her request on the appropriate vacation planner. Failure to post requested time on the vacation planner at the time a formal request is submitted will result in denial of the staff members' vacation request and she will then pick her vacation after the initial part-time vacation process has been completed on May 28th.
- ix. Vacation requested outside the period July 1st to August 31st in any year must be requested in writing at least four (4) weeks prior to the time requested. The granting of such requests will be on the basis of date of receipt. The Employer shall respond to all such requests within one (1) week of the date of receipt.
- x. Vacation for July and August can only be requested as described in Article 16.03 (c) i) to vii), except that employees may request single vacation days for the July/August period at any time during the year. Such requests will not be considered until all of the vacation requested under Article 16.03 (c) i) to vii) have been approved.

(d) Full time employees from the Kenora/Rainy River District will request vacation as follows:

- i. Full-time employees requesting vacation during the months of July and August will submit to their immediate Supervisor by March 31st. Authorized time off will be posted by April 15th. Requests made after March 31st will be granted on a first come first serve basis and seniority will not apply.
- ii. If there is a conflict in granting vacation requests, seniority will govern for requests totalling no more than (3) weeks each year per employee. The minimum request under this clause is a block of seven calendar days which will at least cover 1 vacation week.

The Employer will schedule the weekend off prior to the employee's vacation.

- (e) Regular part-time employees will request unpaid vacation as follows:
- i. job-sharers will be required to cover one another's vacation time.
 - ii. all other regular part-time employees will be granted vacation on the basis of the availability of part-time employees to cover the vacation time which is granted.
 - iii. a vacation planner for the Thunder Bay part-time employees will be posted at the Thunder Bay site no later than April 1st.
 - iv. part-time employees requesting unpaid vacation during the months of July and August shall submit requests as follows:
 - 1) requests will be submitted to their immediate Supervisor by May 21st. Authorized time off will be posted by May 28th.
 - 2) Thunder Bay employees shall enter their requests on the part-time vacation planner. Failure to post requested time on the vacation planner at the time a formal request is submitted will result in denial of the employee's vacation request and she will then pick vacation after the process outlined in Article 16.03 (c)(viii) is completed.
 - 3) vacation requested outside the period July 1st to August 31st in any year must be requested in writing at least four (4) weeks prior to the time requested. The granting of such requests will be on the basis of date of receipt. The Employer shall respond to all such requests within one (1) week of the date of receipt.
 - 4) regular part-time employees will not be permitted to carry over unused vacation credits to the next vacation year.
- (f) The parties agree that vacation requests for Christmas and the March Break for the full and part-time employees will be dealt with in the following manner:
- i. if there is a conflict in vacation requests for time off at Christmas, seniority shall be the deciding factor provided written requests are filed no later than September 16th in any year;
 - ii. if there is a conflict in vacation requests for time off at March Break, seniority shall be the deciding factor provided written requests are filed no later than November 1st in any year;
 - iii. replies to requests for these times will be given one (1) month after the request deadline;
 - iv. requests made after the requested deadline for Christmas or March Break will be granted on a first come first serve basis and seniority will not apply;
 - v. requests for other times of year will be in accordance with Article 16.03.

16.04 Carry Over

Employees have the right to carry over up to a maximum of ten (10) days' vacation entitlement to the next vacation year with the prior written approval of the Employer but may be allowed to carry up to fifteen (15) days with the approval of the Chief Executive Officer or designate.

- 16.05 An employee 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 termination. If vacation has been received by the employee in excess of the vacation earned by the employee in the year of termination, there shall be deducted from the salary of the employee or refunded to the Employer by the employee, an amount equivalent to the pay for vacation received but unearned.

- 16.06 (a) All regular part-time, casual and temporary full-time staff shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, with equivalent years of service calculated in accordance with Article 9.02 (a). Vacation pay is to be based on an employee's gross pay less previous vacation pay and percent in lieu of benefit payments.

Applicable percentages are as follows:

- Less than 4 weeks entitlement – 4%;
- 4 weeks entitlement – 8%;

5 weeks entitlement – 10%;
6 weeks entitlement – 12%.

- (b) All regular part-time employees will be granted unpaid vacation time equivalent to the vacation entitlement of full-time employees with equivalent years of service. Requested time will be granted on the basis of seniority within the part-time group.

ARTICLE 17 – HOURS OF WORK

17.01 The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- (a) The normal daily working hours for full-time employees shall be in accordance with Article 22.17 (a) and (b).
- (b) An employee, with the approval of her immediate supervisor, may opt to change the length of her lunch hour. As well, she may flex her start and finish times for day shift and her start time or evening shift with the agreement of her immediate supervisor, as long as it is understood that the evening shift ends at midnight.
- (c) There will be two (2) fifteen (15) minute paid rest periods in each work day.

17.02 (a) Presently the normal hours of work are as follows:

- i. 0830 – 1630;
1330 – 2130;

These hours can be amended up to one (1) hour at either end of the shift as required.

- ii. The Employer will not change the normal hours of work as noted above without prior discussion and agreement of the Union and the employees involved.

The parties shall work cooperatively when reaching agreement on the necessary amendments resulting from a change in hours of operation, taking into consideration grandparenting existing employees.

- (b) An employee shall not be scheduled more than seven (7) days in a row. Premium payment shall be paid for each subsequent day of duty in excess of seven (7) until days off are given. Days off may be split with the consent of the employee providing she receives at least one (1) period of two (2) consecutive days off and a total of four (4) days off in a fourteen (14) day period.
- (c) i) An employee will not be scheduled to work more than one (1) weekend in three (3). However, employees in an orientation or familiarization period may work up to three (3) weekends in a four (4) week period.
- ii) A weekend shall be a minimum of fifty-six (56) consecutive hours off work during the period following the completion of the Friday shift until the commencement of the Monday day shift.

Kenora / Rainy River District Offices

- iii) Weekend work will be distributed on an equitable basis.

- (d) Should the Employer need to amend the master schedule it will provide the Union with two (2) weeks' notice as well as notice to the affected employees, and will consider the input of these parties prior to initiating any changes.

Schedules for employees will be posted at least four (4) weeks in advance of the first date in the time covered and will cover a four (4) week period.

The Employer will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee. Where less than forty-eight (48) hours' notice is given personally to the full-time employee, time and one-half (1.5) of the employee's regular

straight time hourly rate will be paid for all hours worked on the employee's next shift worked.

Where less than twenty-four (24) hours' notice is given personally to the part-time employee, time and one-half (1.5) of the employee's regular straight time hourly rate will be paid for all hours worked on the employee's next shift worked.

- (e) For the purpose of Article 18.01 (a), the weekend premium is payable for all hours worked between Friday 2400 hours to Sunday 2400 hours.
- (f) Where the Employer intends to assign work to either Regular Part-time or Casual employees, the Employer will endeavour to assign such work subject to the following and recognizing the need for continuity of service to its clients:
 - i. hours will be assigned based on the full-time equivalent of the regular employees, according to seniority, until each reaches her full-time equivalent level;
 - ii. where there have been insufficient hours to schedule all regular part-time employees to their full-time equivalent, additional hours that become available will first be offered to those employees who have not been scheduled to their full-time equivalent, on the basis of seniority and as noted in the preamble;
 - iii. thereafter, additional hours will be offered on an equitable basis to those employees who wish to be considered for additional hours and who have indicated their availability in the manner prescribed by the Employer. If an employee's availability changes after she has submitted as prescribed, she will advise the Employer of the changes as soon as possible;
 - iv. hours will be deemed to have been offered whenever a call is placed;
 - v. it is understood that the Employer will not be required to offer hours which will result in overtime premium pay.
- (g) Where a part-time employee is scheduled to work less than a normal shift as defined in 22.17 (a) & (b) she will:
 - i. receive a paid rest period of fifteen (15) minutes duration during each half shift;
 - ii. not be scheduled to work more than seven (7) consecutive shifts if scheduled to solely work shifts of less than her normal hours of work;
 - iii. receive overtime in accordance with clause 17.04.
 - iv. be scheduled a minimum of four hours.
- (h) The Employer will attempt to cover Christmas Day, Boxing Day and New Year's Day with volunteer staff.

In the event sufficient volunteers are not found, regular full-time and part-time employees will be assigned to these shifts on a rotating basis by reverse order of seniority. The Employer will not require the above staff to work more than one (1) of the above holidays. The rotation schedule will be posted.

- 17.03 (a) Requests for changes in posted schedules must be submitted in writing to immediate Supervisor or designate and co-signed by the employee willing to change the assignment.
- (b) Shift exchanges may not be approved during prime vacation periods: summer, March break and Christmas.
- (c) If sufficient staff who were hired to work evenings, weekends and paid holidays (except Christmas Day, Boxing Day and New Year's Day) are unable to be scheduled, these shifts will be assigned, on an equitable basis, to employees who have made themselves available for extra shifts. If insufficient employees have made themselves available, regular full-time and part-time employees will be assigned to these shifts on a rotating basis by reverse order of seniority provided overtime premium pay is not required. Where possible the Employer will not require the above staff to work more than one (1) incidental shift in a row. The rotation schedule will be posted.

- 17.04 If an employee is required and authorized to work in excess of her normal daily hours of work or her normal bi-weekly hours of work averaged over a two (2) week period, she shall receive, at the option of the employee, compensating time off without loss of pay, calculated at one and one-half (1.5) times such overtime hours worked and taken at a mutually agreeable time or alternatively pay at one and one-half (1.5) times the regular straight time hourly rate for such overtime hours worked. Employees are not allowed to carry banked overtime hours past the end of the fiscal year in which they are earned nor will they be allowed to accrue more than two (2) weeks of compensating time.

Overtime requires employer approval in advance unless impossible. The Employer will ensure that it has a process to deal with requests for overtime approval. Approval shall not be unreasonably withheld.

Overtime cannot be unreasonably imposed on the employee. Direction to work beyond the normal length of a daily shift will not be unreasonably refused by an employee.

- 17.05 Additional hours worked as a result of a change in scheduling at the request of an employee or exchange of scheduled shifts by two (2) employees will not be considered overtime. However, it is understood and agreed that any time worked in excess of a normal shift and approved by the Employer will be paid at overtime rates.

ARTICLE 18 – PREMIUM PAYMENT AND OTHER ALLOWANCES

18.01 (a) Shift Premium

Employees shall receive a shift premium of one dollar and eighty-five (\$1.85) for all evening shift hours worked between 1630 – 2400 hours and two dollars (\$2.00) per hour for each hour worked on the night shift.

Effective April 1, 2013 employees shall receive a shift premium of two dollars and five (\$2.05) for all evening shift hours worked between 1630 – 2400 hours and two dollars and twenty cents (\$2.20) per hour for each hour worked on the night shift.

(b) Weekend Premium

Employees shall receive a weekend premium of two dollars and forty cents (\$2.40) per hour for each hour worked on the weekend. For the purposes of Article 17, the weekend premium is payable for all hours worked between Friday 2400 hours to Sunday 2400 hours.

Effective April 1, 2013 Employees shall receive a weekend premium of two dollars and sixty cents (\$2.60) per hour for each hour worked on the weekend. For the purposes of Article 17, the weekend premium is payable for all hours worked between Friday 2400 hours to Sunday 2400 hours.

- (c) An employee who is required to work a weekend beyond what is permitted under the normal hours of operation provisions of the Collective Agreement, shall be paid at the rate of one and one-half (1.5) times her regular rate of pay for all hours worked on such weekend, unless such weekend work is the result of:

- i. the employee being hired to work primarily weekends; or
- ii. she works the weekend as a result of a shift exchange or at her request.

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

- (d) Hours compensated under clause (c) above shall not also be compensated under clause (b) above. Hours that are paid daily overtime shall not be used to trigger a bi-weekly overtime claim.

18.02 Standby

An employee who is required to remain available for duty on standby outside her regularly scheduled hours of work shall receive standby pay in the amount of three dollars and fifty cents (\$3.50) per hour for the period of standby that is scheduled. Where such standby duty falls on a paid holiday, as set out in Article 15, the employee shall receive standby pay in the amount of four dollars and fifty cents (\$4.50). Standby pay will cease where an employee is called in to work under clause 18.03 below and works during the period of standby.

18.03 Call Back

When an employee who has completed her regularly scheduled shift and left work and is called back to work outside her regularly scheduled working hours, or is called in from standby, the employee shall receive time and one half (1.5) times her regular rate of pay for all hours worked with a minimum of four (4) hours at her regular rate of pay, unless such call back occurs less than four (4) hours prior to her normal start time, in which case she shall receive time and one half (1.5) for all hours worked prior to her normal start time.

In the event an employee is required to respond to any calls or contact during the on-call shift the employee shall be paid at one and one-half (1 ½) times her regular hourly rate for all hours worked. It is understood that this payment shall be paid in increments of thirty (30) minutes.

All call back/call in compensation may be taken as pay or lieu time off at the employee's request. Any time off must be scheduled by mutual agreement.

18.04 Reporting Pay

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

18.05 Where an employee is called in to work less than two (2) hours prior to the commencement of the shift and arrives within one (1) hour of the commencement, she will be paid for a full shift provided that she works until the normal completion of the shift.

18.06 Whenever an employee is temporarily assigned by the Employer to replace a higher rated classification for a period of one (1) day or longer, she shall be paid seven dollars (\$7.00) per shift or rate of higher classification, whichever is greater, in addition to her regular salary.

18.07 Responsibility Payment:

Whenever an employee is designated "in charge" on the weekend or evening shift, she shall be paid a responsibility allowance of seventy-five (\$0.75) cents per hour while so designated.

ARTICLE 19 – PENSION AND BENEFITS

19.01 Employees will be enrolled in the Healthcare of Ontario Pension Plan (HOOPP plan) and appropriate salary deductions made in accordance with the Plan provisions.

The following clauses, 19.02 and 19.03, apply only to the Thunder Bay District Offices:

19.02 Sixty-five percent (65%) of the billed premium for a semi-private hospital room coverage and extended health care plan (ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible), with a seven dollar and fifty cent (\$7.50) cap on dispensing fees. The plan will also provide for at least sixty (60) days of out of province/Canada medical emergency travel insurance and Private Duty R.N., coverage to a maximum of ninety (90) days (eight (8) hour shifts).

Effective April 1, 2013, in addition to the standard benefits, coverage will include vision care (maximum two hundred dollars (\$200.00) every twenty four (24) consecutive months); increase hearing aide coverage to provide for \$500 coverage every 36 months.

Sixty-five percent (65%) of the billed premium for a dental plan (twenty-five dollars (\$25.00) single and fifty dollars (\$50.00) family deductible).

- 19.03 The Group Insurance Plan includes Group Life and Accidental Death and Dismemberment. The Employer will pay one hundred percent (100%) of the insurance premium of the Group Life and AD&D insurance. This Group Insurance Plan covers full-time employees.

The following clause 19.04 applies only to the Kenora/Rainy River District Offices:

- 19.04 The Employer will contribute for eligible full-time employee(s) as follows:
- i. extended Health Care benefits – an amount equal to one hundred percent (100%) of the billed premium on the basis of \$10/\$20 deductible. In addition to the standard benefits, coverage will include vision care (maximum two hundred dollars (\$200.00) every twenty four (24) consecutive months), coverage also to include up to sixty (60) days out of province/Canada emergency medical coverage;

Effective April 1, 2013, increase the existing vision coverage by \$50/24 month period and increase the hearing aide coverage to provide for \$500 coverage every 36 months;
 - ii. dental –an amount equal to one hundred percent (100%) of the billed premium for a Dental Plan #9 or its equivalent at the 1999 ODA schedule on the basis of \$10/\$20 deductible;
 - iii.

Effective April 1, 2013 the Dental Plan #9 or its equivalent will be amended to the 2007 ODA schedule on the basis of \$10/\$20 deductible;
 - iv. long-term disability –seventy percent (70%) of the premium paid by the Employer;
 - v. life insurance – two (2) times salary – one hundred percent (100%) Employer paid.

All benefits outlined above are those described in Employee Benefit Booklets.

- 19.05 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 Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 19.06 If the sick leave provision qualifies for E.I. premium reduction, the employee's share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of providing benefits contained in this Agreement.
- 19.07 Regular part-time, casual and temporary employees shall have thirteen percent (13%) added to their straight time hourly rate in lieu of all benefits paid to regular full time employees including pension, paid sick leave, paid vacation, paid holidays and employee health benefits. Employees participating in the Hospitals of Ontario Pension Plan (HOOPP) will have their percent in lieu of benefits reduced by an amount equal to the employer's contribution to the pension plan. It is understood this additional amount includes holiday pay but does not form part of the regular straight time hourly rate for purposes of calculating overtime premiums or any other monetary premium found in this agreement.
- 19.08 Retirement Allowance
 When a full-time or regular part-time employee who works in a half-time or greater position who was employed by the Employer or precedent Employer on or before November 21, 1985, retires at age fifty-five (55) years or some greater age she shall be given, in addition to any other payment due to her, a retirement allowance as follows:
- After fifteen (15) years continuous service - two (2) month's salary.
 - For each additional twelve (12) months of continuous service, inclusive of vacation, an additional four (4) days salary up to a maximum of four (4) month's salary for twenty-five (25)

years' continuous service.

ARTICLE 20 – SICK LEAVE AND LTD

- 20.01 Sick leave means the period of time when a full-time employee is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her duties and not compensable under the Workplace Safety and Insurance Act.
- 20.02 Sick leave will be granted to full-time employees on the following basis:
- (a) one and one-half (1 1/2) days per month;
 - (b) the unused portion of sick leave in any year will be cumulative up to a maximum of one hundred and eighty (180) working days;
 - (c) an employee may be required to submit a physician's certificate with respect to any period of time she may be absent from her duties on sick leave. If a physician's certificate is required by the Employer, the Employer shall pay any fee for such certificate which is not payable by the employee's Health Insurance Plan;
 - (d) sick leave benefits will cease on termination of employment.
- 20.03 An employee will not be entitled to sick pay:
- (a) when absent on pregnancy/parental leave;
 - (b) during a period of lay-off or of leave of absence without pay;
 - (c) during a vacation period, subject to 20.08;
 - (d) for any day on which she is not scheduled to work.
- 20.04 An employee must make every effort to notify her Supervisor promptly and in advance of her scheduled workday of her inability to report for work due to sickness so that service can be maintained. Supervisors will advise their staff of the appropriate reporting procedures to be followed.
- 20.05 A full-time employee who transfers to a part-time position will be entitled to retain but not accumulate or utilize any unused accumulated sick days earned prior to such transfer and will only be entitled to utilize such sick days upon obtaining a full-time position.
- 20.06 There shall be no deduction from sick leave credits when an employee has first completed at least half (1/2) the hours of her shift.
- 20.07 Early and Safe Return to Work
The Employer and the Union agree to co-operate in facilitating the return to work of returning employees.
- (a) An employee requiring accommodation who is capable of returning to work will provide Human Resources with medical verification satisfactory to the Employer of her ability to return to work, including specific information regarding any restrictions. This will form the basis of any return to work plan.
 - (b) As soon as practical, a representative from Human Resources, the Manager to whom the employee reports and the Union will meet with the returning employee to review the return to work plan.

During a return to work the Employer and the Union will meet with the employee at agreed upon intervals to monitor progress and duties as required until the employee is able to resume her regular duties.

All return to work arrangements will be in writing.
 - (c) When an employee requires a permanent accommodation the Employer, Employee and Union will meet to discuss a suitable accommodation.
 - (d) Before posting, the Employer's Human Resources Department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to her home position.

20.08 Interruption

- (a) Where an employee's scheduled vacation is interrupted or interfered with due to serious personal illness, the period of such illness shall be considered sick leave. The Employer reserves the right to request a medical certificate.
- (b) Should an employee become ill preceding her scheduled vacation period and should such illness continue into what would have been her vacation, all such time may be considered sick leave and the vacation may, by mutual consent, be rescheduled at a later date.

20.09 An employee who is absent from work as a result of a compensable illness and injury under the Workplace Health and Safety Insurance Act and who is awaiting receipt of WSIB benefits can request payment pursuant to the sick leave plan and such payments will be reimbursed to the Employer once the Employee is in receipt of WSIB benefits. An Employee will execute any and all documentation necessary to give effect to this provision and ensure repayment to the Employer.

20.10 Leave for Medical Appointments

Planned absences for an employee's personal medical, dental and other professional appointments may be taken as vacation, time off, in lieu of overtime, flex time or as an approved leave with or without pay. Such absences must be approved in advance of the time required; approval will not be unreasonably denied. It being understood that every effort will be made to schedule such appointments so that they do not conflict with working hours.

ARTICLE 21 – JOB SHARING

21.01 A job-share is defined as the sharing of a full-time position by two (2) employees on a part-time basis. The NWCCAC shall have the right to determine how many job-share positions it will implement, however, the NWCCAC will meet with the Union to consider any recommendations the Union might have regarding additional job-sharing possibilities.

Only full-time positions will be converted to job-shares, however, both full-time and part-time employees will be allowed to bid on any job-share position that becomes available. Employees wishing to job-share must submit their request in writing to the Senior Manager, Human Resources. If an employee's request to job-share is approved, the following conditions will apply:

- (a) If a full-time employee wishes to share her job and the NWCCAC agrees, the employee will be appointed to work one (1) part of the approved job-share. The NWCCAC will post the other half (1/2) of the position in accordance with the job-posting language of the current Collective Agreement.
- (b) If two (2) full-time employees who have completed their probationary periods and are qualified, jointly request to share one (1) job and the NWCCAC agrees, the job-share position will not be posted, however, the resulting full-time position will be posted. In the event two (2) full-time employees do make a joint request to job-share, the most senior employee's job will be the position designated for sharing.
- (c) Each job-sharer will be treated as a regular part-time employee for all purposes under the Collective Agreement, except as provided below:
 - i. each job-sharer must work either Christmas, Boxing Day or New Year's Day in the same manner as full-time employees.
- (d) A job-sharer will be expected to cover for her partner for short term absences. Failure to offer a shift will not result in a grievance. A job sharer will be allowed to cover any time her partner is off work.
- (e) Long-term absences will be filled in accordance with the Collective Agreement. While the job is being filled, the partner will work full-time hours until the NWCCAC has completed the posting process, unless alternative arrangements can be made. Should the

NWCCAC be unable to fill the position, the job-share partner will be required to work full-time hours until her partner returns to work.

- (f) Each job-sharer will work fifty percent (50%) of the full-time schedule, unless mutually agreed otherwise between the job-sharers and the NWCCAC. It is understood that the NWCCAC can change the job-share back to a fifty percent (50%) split with two (2) weeks' notice. With the approval of the employee's direct Supervisor, the hours may be altered on a short-term basis. Job-sharing employees will be responsible for drafting their own work schedule, however, the schedule must be approved by their direct Supervisor.
- (g) If the NWCCAC and the Union agree to a job-sharing arrangement for a vacant full-time position, both parts of the job will be posted.
- (h) If one (1) of the job-sharers leaves her position for any reason and both the remaining job-sharer and the NWCCAC wish to continue the job-share arrangement, the vacated portion of the job-share shall be posted and filled in accordance with the Collective Agreement.
- (i) Where there is no successful applicant for the vacant portion of a job-share position or the remaining job-sharer does not wish to continue to job-share, the position shall revert to full-time and the remaining job-sharer will be assigned to the job, provided she was previously full-time. If the remaining job-sharer was previously part-time, she will be assigned to a vacant part-time position. If a part-time position is not available, she will be required to exercise her rights under the lay-off provisions of the Collective Agreement.
- (j) The NWCCAC and the job-sharing employees retain the right to assess the job-sharing arrangement on an ongoing basis. Formal reviews will take place at three (3) months, six (6) months and twelve (12) months and on an ongoing basis thereafter. Where the NWCCAC is able to do so, it will fill the junior job-sharer's job on a temporary basis for up to six (6) months, after which the position would be posted as a permanent vacancy. If the job-share is terminated prior to the posting of the junior employee's position, the job-sharers will revert to their former positions. If during the aforementioned six (6) month period, the NWCCAC finds it cannot continue filling the junior employee's job on a temporary basis, the job-sharers will be required to either go back to their former positions or confirm their intention to remain in the job-share.
- (k) Either the NWCCAC or the Union may terminate an individual job-share or the entire job-share process with sixty (60) days' notice. The NWCCAC may exercise this right only after the completion of the first two (2) reviews required under paragraph (j) above. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary. It is further understood that it is not unreasonable to discontinue job-sharing if its costs are greater than the costs for a regular full-time position and those extra costs are not outweighed by the benefits of job-sharing to the NWCCAC.
- (l) In the event a job-shared position is terminated, the most senior employee will revert to full-time and the junior employee will be assigned to a vacant full-time or part-time position depending upon her status prior to job-sharing. If no positions are available, the junior job-sharer will be required to exercise her rights under the lay-off provisions of the Collective Agreement. If the most senior employee was previously part-time, she will be assigned to a vacant part-time position and the junior partner will assume the full-time job. If no part-time jobs are available, she will be required to exercise her rights under the lay-off provisions of the Collective Agreement.
- (m) A job-sharer will not be permitted to apply for a temporary position unless her job share partner commits to working full time hours for the period of the temporary position.

ARTICLE 22 – MISCELLANEOUS

22.01 The Employer shall print sufficient copies of the agreement as soon as practicable after signing. The cost of printing the collective agreement will be shared equally by the Employer and the local Union.

22.02 Proof of Employment – Financial Disclosure

Upon request, the Employer will provide the employee, within fourteen (14) days, with a letter detailing her or his employment dates, length of service and position occupied with the Employer.

Proof of Employment – Recent Related Experience Disclosure

Upon request, the Employer will provide the employee, within thirty (30) calendar days, with a letter detailing her or his employment dates, length of service and position occupied with the Employer. In the case of part-time employees such experience shall be expressed as hours worked, if available.

22.03 Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide her or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the CCAC liability coverage for Health Professionals in the employ of the CCAC.

It is understood and agreed that the provision of the above noted letter in no way obligates the employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable legislation or regulation.

22.04 If a Regulated Health Professional or Registered Social Worker is advised or notified that he/she is not a member in good standing with her/his College for non-payment of the annual fee, the employee will notify the Employer immediately and will be placed on non-disciplinary suspension without pay. If the employee presents evidence that her or his Registration has been reinstated, he/she shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the employee being placed on non-disciplinary suspension by the Employer will result in the employee being deemed to be no longer qualified and the employee shall be terminated with cause from the employ of the Employer unless there are extenuating circumstances beyond the control of the employee. Such termination shall not be the subject of a grievance or arbitration.

22.05 It shall be the duty of each employee to notify the Employer promptly of any change of name, address, telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.

22.06 The costs of any medical examination, re-examination, tests or X-rays required by the Employer will be borne by the Employer if not covered by the employee's insurance. This will include any charge levied for filling out forms required by the Employer.

The Employer shall provide for the employees immunization injections and gamma globulin injections. Employees will be responsible to keep the Employer apprised of their immunization records.

22.07 The employee shall be paid every other Friday through a direct deposit program. If a paid holiday listed in Article 15.01 of this agreement falls on a pay day, the Thursday before the paid holiday will become the pay day for that two (2) week period. Should an error occur in their pay as a result of the employer, the employee has a right to request a manual cheque which will not be untimely or unreasonably denied.

22.08 Bulletin Boards

The Employer will provide bulletin board space for the purpose of the Union posting notices regarding meetings and other matters of interest.

All such notices must be signed by the Bargaining Unit President or designate who is employed by the Employer. The Union will furnish the Employer with a copy of such notices. The Employer

reserves the right to remove any posting it considers objectionable. Outdated postings will be removed in a timely manner.

- 22.09 Prior to effecting any changes in rules or policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union and provide copies to the Union in advance of any discussion. Any changes will not be inconsistent with the terms of the Collective Agreement.
- 22.10 The Employer will notify the President of the Bargaining Unit through the monthly dues deduction list of the names of those employees off work on W.S.I.B. benefits or L.T.D.
- 22.11 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where singular is used, it may also be deemed to mean plural.
- 22.12 Technological Changes:
The Employer agrees to give its employees and the Union as much advance notice as is reasonably possible of any technological changes which will affect employees in the bargaining unit.
- 22.13 The employee will be required, as a condition of employment, to provide their own vehicle and will be reimbursed in accordance with the mileage rate as set out below:
- | | |
|---------------|---|
| 1 – 5000 km | maximum rate allowed for Ontario residents each year by the Canada Revenue Agency, effective the date of change |
| 5001 - and up | 49 cents a kilometre |
- For work travel in excess of two hundred (200) kilometres return per day or shorter trips that are pre-approved by an employee's Supervisor, an employee will be allowed to rent a vehicle at the Employer's expense where rental vehicles are readily available. Rentals must be done in accordance with the policies and procedures established by the Employer.
- 22.14 The employee will provide proof of two million dollars (\$2,000,000.00) public liability coverage and proof that she has business coverage or that her insurance company knows that she uses her car for work and is covered for this.
- 22.15 Mileage claims must be submitted by the last day of each month and will normally be paid the first pay day of the following month but no later than the second. Work mileage for payment will be calculated as follows:
- (a) If the employee travels from home to her first visit, mileage will be counted for any distance in excess of the distance from the employee's residence to the office and the time spent driving the excess distance shall be considered time worked.
 - (b) If the employee ends her day at the office, no mileage will be recorded for the trip from the office to the employee's home.
 - (c) If the employee travels from her last visit to her home at the end of the day, mileage in excess of the distance from the employee's residence to the office will be counted for payment of mileage and the time spent driving the excess distance shall be considered time worked.
- 22.16 "Employee" shall include only such persons within the scope of the bargaining unit referred to in Article 2.01.
- 22.17 (a) A Regular Full-Time Employee (Thunder Bay & Eastern Offices) is one in respect of whom there is a regular schedule of work providing seven and one half (7 ½) hours per day and seventy-five (75) hours of work biweekly.

- (b) A Regular Full-Time Employee (Kenora & Rainy River Offices) is one in respect of whom there is a regular schedule of work providing seven (7) hours per day and seventy (70) hours of work biweekly.
- 22.18 (a) A Regular Part-Time Employee (Thunder Bay & Eastern Offices) is one in respect of whom there is a regular schedule of work providing less than seventy-five (75) hours biweekly.
- (b) A Regular Part-Time Employee (Kenora & Rainy River Offices) is one in respect of whom there is a regular schedule of work providing less than seventy (70) hours biweekly.
- 22.19 A temporary employee is one who is hired for a fixed term or to complete a specific task on either a full or part-time basis. Such temporary period of employment will be greater than three (3) months but will not normally exceed fourteen (14) months, unless the parties agree otherwise in writing, or if a parental leave is extended beyond that provided under ESA. Temporary employees will not qualify to participate in the benefit plans but will receive the percent in lieu of benefits as specified in clause 19.07, except where a regular full-time employee accepts a temporary position in another full-time classification. In that case the employee will remain enrolled in the benefit plans as specified in Article 19.

Newly hired temporary employees will have no seniority rights except for the purposes of job posting. If hired at the conclusion of the temporary period into a regular full-time, part-time or casual position the employee will be credited with service and seniority from her original date of hire, once she has completed the probationary period. A newly hired temporary employee will be released at the conclusion of her period of temporary employment and such release cannot be grieved.

The Employer agrees to post all temporary positions, which exceed three (3) months. If an existing employee is given a temporary position she will continue to accrue service and seniority and the employee will revert to her former position at the conclusion of the temporary assignment. For all purposes, except benefits as noted above, existing employees will maintain their employment status during a period of temporary employment. When an employee accepts a temporary position she shall not be considered for another temporary assignment if accepting such an assignment will require her to leave her current assignment before the end of the fixed term.

- 22.20 A casual employee is one who:
- (a) does not have any guaranteed hours of work;
 - (b) may be called to work as and where required;
 - (c) has no regular scheduled hours on an on-going basis, but will appear on the posted schedule whenever possible.

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

- (a) three (3) months for the purpose of filling a vacant position that has been posted;
- (b) three (3) months if the hours of work are full-time;
- (c) twelve (12) months if replacing a regular part-time employee absent on leave, or in another term position;

Unless the parties agree otherwise in writing.

The Employer shall not use Casual Employees for the purpose of restricting the number of Regular Full-time or Regular Part-time positions.

Casual employees will be treated as regular part-time for all other purposes under the Collective Agreement except that they will have no bumping rights and except as may be modified elsewhere in the Collective Agreement.

- 22.21 "Chief Executive Officer" shall mean the Chief Executive Officer of the North West Community Care Access Centre or designate.

- 22.22 Classification is the position/job title referred to in Schedule "A".
- 22.23 Status: Is the nature of employment, full time, part time, temporary or casual.
- 22.24 The acronym NWCCAC found in this agreement shall mean North West Community Care Access Centre.
- 22.25 The Employer will advise relevant employees of decisions with respect to awarding and termination of agreements with service providers and make accessible to them information required to perform their duties.

ARTICLE 23 – SALARIES AND PROFESSIONAL CLASSIFICATIONS

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

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

ARTICLE 24 – PROFESSIONAL RESPONSIBILITY

- 24.01 The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner.

When meeting with the Manager, the employee(s) may request the assistance of a Union representative to support/assist her/him at the meeting.

- 24.02 The following principles shall govern the resolution of issues:
- (a) The parties will utilize a problem-solving process focusing on collaborative solutions at the earliest possible opportunity.
 - (b) Circumstances arising more than (6) months prior to the issue being raised with the employee's supervisor shall not be considered unless a pattern has been established.
 - (c) It is understood that professional practice/workload issues do not constitute a difference between the parties as to the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement and, accordingly, are not subject to Article 8 (Grievance and Arbitration Procedure).
- 24.03 The following process shall be followed:
- (a) In the event that a professional practice or workload issue arises that affects an individual employee or a group of employees, such that there is cause to believe that they are being asked to perform work of a quality, or in a manner, that is inconsistent with applicable professional standards, the employee(s) shall discuss the issue with their Manager or designate within five (5) working days of the issue arising. If the issue remains unresolved, the employee(s) shall within five (5) work days document their professional practice issue in writing (using the form set out in Appendix 2) and forward it to their Manager.

- (b) Within ten (10) work days of receiving a form, a meeting to discuss the professional practice issue shall be held with the employee(s), a Union representative, the Manager, and the Senior Director, Client Services and/or designates. Within five (5) work days of the meeting, a written response shall be provided to the employee(s) with a copy of the response provided to the Bargaining Unit President. The parties may mutually agree to proceed directly to (c) below.
- (c) Failing resolution in (b) above and within five (5) work days of the written response or no response in (b) above being provided to the employee, the Union shall forward the Form to the Union-Management Committee. This issue will be discussed at a meeting of the Union-Management Committee or at such other meeting that the Co-Chairs may mutually agree to convene at a later date to discuss the issue(s). The parties shall consider and attempt to resolve the professional practice issue to the satisfaction of both parties.
- (d) At any time during this process, the parties may agree to the use of a mediator to assist in the resolution of the issues arising out of this provision.
- (e) Timelines outlined in the above article can be extended by mutual agreement of the parties.

ARTICLE 25 – ORIENTATION AND IN-SERVICE

- 25.01 (a) During an employee's probationary period the employer will provide the training and education necessary for the employee to properly fulfil the responsibilities of her position. An employee should advise the employer of any deficiencies in her training or any retraining she feels is needed during this period. None of the above shall be construed as a guarantee that the employee will serve a complete probationary period.
- (b) Employees returning from extended leaves will receive necessary skills updating including all mandatory training. Employees who change their department or location will be familiarized with requirements of their new position.

ARTICLE 26 – DURATION OF AGREEMENT

- 26.01 This Agreement shall continue in effect until March 31, 2014 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 26.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

SCHEDULE "A"

- A.01 Classification and salary ranges are attached hereto as Schedule "A" and form part of this Agreement.

EMPLOYEE SALARIES (effective January 1, 2011)

Community Care Coordinator/Case Manager

	MIN	1	2	3	4	5	6	7	8	9
Hourly	\$29.64	\$30.45	\$31.03	\$31.76	\$32.49	\$33.59	\$34.32	\$35.41	\$36.50	\$38.00

Waitlist Planner

	MIN	1	2	3
Hourly	\$24.46	\$25.15	\$26.44	\$27.50

Wages:

Lump Sum to be paid no later than December 1st, 2011 – Payable to current bargaining unit employees employed on the date of ratification, a lump sum payment equal to 1.2% of gross earnings paid by the employer in the twenty-six full pay periods prior to ratification.

Lump Sum to be paid no later than June 1st, 2012 – Payable to current bargaining unit employees employed on April 1, 2012, a lump sum payment equal to 1.2% of gross earnings paid by the employer in the twenty-six full pay periods prior to April 1, 2012.

Lump Sums – The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including but not limited to pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions.

EMPLOYEE SALARIES (effective April 1, 2013)**Community Care Coordinator/Case Manager**

	MIN	1	2	3	4	5	6	7	8	9
Hourly	\$30.83	\$31.67	\$32.27	\$33.03	\$33.79	\$34.93	\$35.69	\$36.83	\$37.96	\$39.52

Waitlist Planner

	MIN	1	2	3
Hourly	\$25.44	\$26.16	\$27.50	\$28.60

- A.02 A claim for recent related experience, if any, shall be made in writing by a full-time, regular part-time or casual part-time employee at the time of hire on the application for employment form. The employee shall co-operate with the Employer by providing verification of previous experience so that her recent relevant experience may be determined and evaluated during her probationary period. Having established the recent relevant experience, the Employer will recognize such previous experience of a newly employed full-time or regular part-time employee on the following basis provided the employee has not been out of the field of active care for more than three (3) consecutive years and that each year of previous service has been at least six (6) months duration.
- i. One (1) increment for each year of related CCAC experience to a maximum on the salary grid.
 - ii. One (1) increment for each two (2) years of other related experience to a maximum of Level 6 (after six (6) years) on the salary scale.
- A.03 (a) Each full-time employee will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date subject to Article 13.14.
- (b) A regular part-time employee will be advanced from her present level to the next level set out in the Salary Schedule on completion of fifteen hundred (1500) hours of work since her last advancement. Casual part-time employees shall accumulate service towards increments based on the regular part-time formula.
- Temporary full-time employees hired from outside the bargaining unit shall accumulate service towards increments based on the full-time formula.
- (c) A regular part-time employee or casual employee whose status is altered to full-time will assume her same level on the full-time grid. A full-time employee whose status is altered to part-time will assume her same level on the part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of her last advancement.

- (d) A full-time employee's service review date shall be her anniversary date of employment unless adjusted in accordance with Article 13.14.
- (e) An employee who is promoted to a higher rated classification within the bargaining unit will be placed on the salary grid of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of the previous classification (provided it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her service review date for the purpose of wage progression. An employee who is moved to a lower rated classification will be placed at the level on the grid, if any which most closely recognizes her experience level on the other grid.
- (f) A temporary full-time employee hired from outside the bargaining unit shall be placed on the salary grid in accordance with A.02.

A full-time or regular part-time employee who agrees to fill a temporary full-time vacancy shall retain her level on the salary grid and continue to accumulate service for increments in accordance with A.03 (b). She shall continue to accumulate seniority and to receive all her applicable benefits.

A casual employee who agrees to fill a temporary vacancy on a temporary full-time basis shall be placed on the salary grid in accordance with A.02 plus all her service with the Employer. She shall continue to accumulate service for increments in accordance with A.03 (b) and seniority.

A.04 The bi-weekly rate of salary for a full-time employee equals the hourly rate times:

- seventy-five (75) – Thunder Bay
- seventy (70) – Kenora/Rainy River

The annual salary is the bi-weekly rate times twenty-six (26)

i.e.: Bi-weekly rate x 26 = Annual Salary

DATED at Thunder Bay, Ontario this 7th day of AUGUST, 2012.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]



ONA LOCAL SECTION LOCALE DE L'AIIO	EMPLOYER EMPLOYEUR	STEP ETAP E	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	

NATURE OF GRIEVANCE AND DATE OF OCCURRENCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT

SETTLEMENT REQUESTED/REGLEMENT DEMANDE

SIGNATURE OF GRIEVOR:
SIGNATURE DU LA PLAIGNANTE:

SIGNATURE OF ASSOCIATION REP:
SIGNATURE DE LA REP. DE L'AIIO

STEP ONE PREMIERE ETAPE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION DATE DE RECEPTION DU SYNDICAT
▶	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT
STEP TWO DEUXIEME ETAPE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
▶	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	DATE RECEIVED FROM THE UNION DATE DE RECEPTION DU SYNDICAT
STEP THREE TROISIEME ETAPE	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE SUBMITTED TO THE UNION DATE DE SOUMISSION AU SYNDICAT
▶	DATE RECEIVED BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	SIGNATURE AND POSITION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR

APPENDIX 2
PROFESSIONAL RESPONSIBILITY REPORT FORM

ONTARIO NURSES ASSOCIATION (ONA)
COMMUNITY CARE ACCESS CENTRE (CCAC)
PROFESSIONAL RESPONSIBILITY REPORT FORM

GUIDELINES AND TIPS ON ITS USE

The parties agree that client care is enhanced if concerns relating to professional practice are resolved in a timely and effective manner. The parties will utilize a problem-solving process focusing on collaborative solutions at the earliest possible opportunity. This report form provides a tool for documentation to facilitate discussion and to promote a problem solving approach. ONA may use this information for statistical purposes and noting trends across the province.

THE FOLLOWING IS A SUMMARY OF THE PROBLEM SOLVING PROCESS. PRIOR TO SUBMITTING THE PROFESSIONAL RESPONSIBILITY REPORT FORM, PLEASE FOLLOW ALL STEPS AS OUTLINED IN YOUR PROFESSIONAL STANDARDS (e.g. CNO or other regulatory college(s)) AND/OR APPLICABLE COLLECTIVE AGREEMENTS.

STEPS IN PROBLEM SOLVING PROCESS

1. **At the time the issue occurs**, discuss the matter within the Team/Site/Program to develop strategies to meet client care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual identified by the Employer (e.g. supervisor) who has responsibility for timely resolution of professional responsibility issues.
2. Failing resolution of the issue at the time of the occurrence, discuss the issue with your Manager (or designate) on the Manager's or designate's next working day.
3. If no satisfactory resolution is reached during steps (1) and (2) above, then you may submit a CCAC professional responsibility report form within the timeframes outlined in the Collective Agreement in Article 24.
4. The Employer-Union Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

TIPS FOR COMPLETING THE FORM

1. Review the form before completing it so you have an idea of what kind of information is required.
2. All dates required need to be in the following format: dd/mm/yyyy
3. If using the electronic form, wherever the form requires descriptions, the grey field will expand as you type. Print legibly if using the hard copy of this form.
4. Use complete words as much as possible – avoid abbreviations.
5. Report only facts about which you have first-hand knowledge. If you use second-hand or hearsay information, identify the source if permission is granted.
6. Identify the Professional Standards of practice/policies and procedures you feel you were unable to meet.
7. Do not, under any circumstances, identify clients.
8. Provide a copy to the employer.

**ONA CCAC
PROFESSIONAL RESPONSIBILITY REPORT FORM**

SECTION 1: GENERAL INFORMATION

Name(s) Of Employee(s) Reporting: _____

Employer: _____ Site: _____

Team/Area/Program: _____

Date of Occurrence: _____ Start Time: _____ Duration Time: _____
(dd/mm/yyyy)

Hours Worked: _____ On Call/Ext. Hrs _____ Supervisor at time of Occurrence: _____

Date submitted (dd/mm/yyyy): _____ Time Submitted: _____

SECTION 2: DETAILS OF OCCURRENCE

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

Check one: Is this an isolated incident? An ongoing problem?

Applicable Regulatory College: _____

Applicable Standards of Practice/Policies/Procedures: _____

SECTION 3: CLIENT CARE AND OTHER CONTRIBUTING FACTORS TO THE OCCURRENCE

<input type="checkbox"/> Change in Client Acuity. Provide details:	<input type="checkbox"/> Safety in Jeopardy. Please specify:
<input type="checkbox"/> Complex Family dynamics: Click here to enter text	<input type="checkbox"/> Urgent/same day assessments: Click here to enter text .
<input type="checkbox"/> Clients assigned at time of occurrence:	<input type="checkbox"/> Lack of /malfunctioning equip/technology. Details:
<input type="checkbox"/> Non-CM duties. Specify:	<input type="checkbox"/> Weather / Conditions
<input type="checkbox"/> # of new clients to be assessed:	<input type="checkbox"/> Travel / Distance
<input type="checkbox"/> internal/external transition of service:	<input type="checkbox"/> Unanticipated Assignment / Uncontrolled variables: Pls. Specify:
<input type="checkbox"/> RAI assessments/CHRIS to be completed	<input type="checkbox"/> Other (specify):
<input type="checkbox"/> Please provide details about the working conditions at the time of occurrence by providing the following information e.g. shortage of staff, number of visits, meetings/case conferences, education/in-service, presentations, mentoring: Click here to enter text .	
If there was a shortage of staff at the time of the occurrence, (including support staff) please check one or all of the following that apply (if known):	
<input type="checkbox"/> Absence/Emergency Leave	<input type="checkbox"/> Sick Call(s) <input type="checkbox"/> Vacancies

SECTION 4: REMEDY/SOLUTION

(A) At the time the workload issue occurred, did you discuss the issue within the team/ site/ program?
 Yes No Date (dd/mm/yyyy)

Provide details:

Was it resolved?

Yes Proceed to Section 8 No Proceed to (B) Date (dd/mm/yyyy)

(B) Did you discuss the issue with a manager (or designate) immediately or on your next working day?
 Yes No Date (dd/mm/yyyy)

Provide details - (include names):

Was isolated incident resolved?

Yes Proceed to Section 8 No Date (dd/mm/yyyy)

If an ongoing problem, was the entire issue resolved? Yes No Date (dd/mm/yyyy)

Were measures implemented to prevent re-occurrence? Yes No Date (dd/mm/yyyy)

Provide details:

SECTION 5: INITIAL RECOMMENDATIONS

Please check-off one or all of the areas below you believe should be addressed in order to prevent similar occurrences:

- | | |
|--|---|
| <input type="checkbox"/> Inservice | <input type="checkbox"/> Review CM Staffing |
| <input type="checkbox"/> Change Physical layout | <input type="checkbox"/> Review Support staffing |
| <input type="checkbox"/> Caseload Review for acuity/activity | <input type="checkbox"/> Review CM:Client ratio |
| <input type="checkbox"/> Orientation | <input type="checkbox"/> Review policies and procedures |
| <input type="checkbox"/> Part-time pool | <input type="checkbox"/> Perform Workload Audit |
| <input type="checkbox"/> Professional Standards | <input type="checkbox"/> Process Review |

Equipment/Technology: please specify:

Other: please specify:

SECTION 6: EMPLOYEE SIGNATURES

I / We request these concerns be forwarded to the Employer-Union Committee.

Signature: Phone No:

Signature: Phone No:

Signature: Phone No:

Signature: Phone No:

Date Submitted: (dd/mm/yyyy) Time:

SECTION 7: MANAGEMENT COMMENTS

Please provide any information /comments in response to this report, including any actions taken to remedy the situation, where applicable.

Management Signature:

Date: (dd/mm/yyyy)

SECTION 8: RESOLUTION / OUTCOME

Please provide details of resolution:

Attach on Letter of Understanding (LOU) resolution:

Date: (dd/mm/yyyy):

Signatures:

LETTER OF UNDERSTANDING

BETWEEN:

NORTH WEST COMMUNITY CARE ACCESS CENTRE

(Hereinafter referred to as "the Employer")

AND:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")


RE: STANDBY

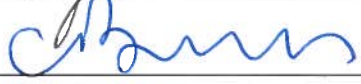
The parties agree to negotiate the scheduling issues related to the use of standby in order for the above provision to be implemented.

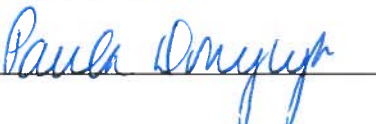
DATED at Thunder Bay, Ontario this 7th day of AUGUST, 2012.


FOR THE EMPLOYER

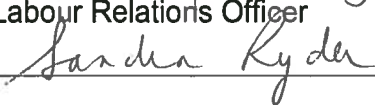
FOR THE UNION









Labour Relations Officer


LETTER OF UNDERSTANDING

BETWEEN:

NORTH WEST COMMUNITY CARE ACCESS CENTRE

(Hereinafter referred to as "the Employer")

AND:

ONTARIO NURSES' ASSOCIATION

(Hereinafter referred to as "the Union")

RE: CASUAL EMPLOYEES

The following letter of understanding will be attached to and form part of the Collective Agreement.


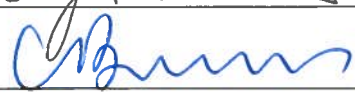
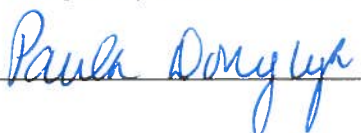
The Employer and Union are agreed that:


- 1) If a casual employee is not available to work any shifts in six (6) calendar months she will lose all seniority and will be terminated from staff.
- 2) A casual employee who fails to take mandatory training is not competent and will not be called to work.

DATED at Thunder Bay, Ontario this 7th day of AUGUST, 2012.

FOR THE EMPLOYER

FOR THE UNION


 Labour Relations Officer
