



COLLECTIVE AGREEMENT

BETWEEN

**SOUTH WEST LOCAL HEALTH INTEGRATION
NETWORK**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 101.6

Expiry Date: March 31, 2021

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ARTICLE 1 - PURPOSE

The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the Union; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes; and to establish and maintain mutually acceptable working conditions, hours of work, and compensation for all Union members.

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

ARTICLE 2 - RECOGNITION AND SCOPE

- (a) The Employer recognizes the Canadian Union of Public Employees and its Local 101 as the exclusive bargaining agency for all office, clerical and technical employees employed by the Employer, save and except Executive Assistants to the Senior Directors, Executive Assistants to the Executive Director, Supervisors, persons above the rank of Supervisors, persons employed in a confidential labour relations capacity pursuant to section 1(3)(b) of the *Labour Relations Act*, and co-op students.
- (b) It is understood that the co-op students and students are supernumerary and their utilization will not result in the direct layoff of any employee covered by this agreement, nor will co-op students and students be used to fill established positions within the bargaining unit.
- (c) No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - UNION SECURITY

- (a) All employees who are members of the Union shall maintain their membership therein and all persons who may thereafter become employees covered by this Agreement shall become members after completion of their probationary period, and shall maintain their membership in the Union.
- (b) All employees shall pay a monthly fee to the Union equal to the Union's monthly dues; such payment is to be made by payroll deduction. This deduction shall become effective on the first day of the month co-incident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months, provided an employee works any part of the month.
- (c) Method: – The Employer shall deduct from the pay of all employees such sum as may legally constitute the monthly dues and assessments as adopted by the Union and which contribution shall be remitted monthly to the Union.
- (d) The Employer shall supply the Union Treasurer with a monthly statement of dues and assessments collected by the Employer on behalf of the Union. Such statement to identify each contributing employee and amounts collected for the period to be delivered to the Union Treasurer together with the dues deductions for that period. The Employer will advise the Union of all employees hired and all terminations of service within the bargaining unit.
- (e) The Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

- (f) The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Articles dealing with Union Security and dues check off. Within five (5) working days of commencing employment, the Employer shall introduce the new employee to their Union Steward who will provide them with a copy of the Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and without limiting the generality of the foregoing, the right to:

- (a) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions of Management
- (b) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees. All rules and regulations shall be posted and/or circulated. The Union will be advised of new rules and regulations or changes to existing rules or regulations in advance
- (c) Hire, select, discipline, discharge, transfer, assign to shifts, schedule, promote, demote, classify, layoff, recall, suspend employees, and select employees for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against the employee's wishes, and further provided that a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by any employee of discharge without cause, may become the subject of a grievance and be dealt with as herein provided;
- (d) Determine in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing the work, job content, scope of services to be provided and the working establishment for any service.

The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

- (a) All employees agree to give their best efforts at all times in the performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. The Employer will not discriminate against any employee who has requested investigation into an alleged grievance, and all parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.
- (b) The Employer and the Union mutually agree that no employee shall in any manner be discriminated against, coerced, restrained or influenced because of their or any relative's age, race, creed, colour, national origin, political or religious affiliation, sex or marital status or sexual orientation.
- (c) The Employer and the Union mutually agree that no employee shall in any manner be discriminated against, coerced, restrained or influenced because of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

- (d) The Employer and the Union acknowledge that the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Ontario Labour Relations Act*, and the *Occupational Health & Safety Act* shall apply to all employees. Any greater right or benefit contained in these acts shall prevail.
- (e) The parties endorse the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Corporate Policy and the Collective Agreement, including the grievance procedure for resolving complaints of harassment that may arise.

ARTICLE 6 – REPRESENTATION

(a) Union Stewards

The employer acknowledges the right of the Union to appoint or otherwise select Union stewards from the bargaining unit complement of members. The Union shall notify the Employer in writing of the names of the stewards at the time of their appointment or when changes occur.

Union Stewards shall be regular full-time employees of the Employer during their time of office. The duty of the Union Stewards shall be to represent employee(s) and to process grievances of complaints as outlined in the grievance procedure of this agreement.

- (b) Such Stewards 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 manager or designate. Such permission shall not be unreasonably withheld. If, in the performance of their duties, Stewards are required to enter an office within the Employer's business in which they are not ordinarily employed they shall, immediately upon entering such office, report their presence to the on-site manager or designate. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate manager or designate.

In accordance with this understanding, Stewards who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Employer's representatives on union business, will not suffer any loss of regular pay or benefits for the time spent and shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.

Stewards may have such time as is reasonably required during normal working hours to investigate grievances or employee complaints which may otherwise lead to grievances. Stewards will not suffer any loss of regular wages or benefits for the time spent and shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.

The Employer is not responsible for premiums or wages above any regularly scheduled hours for part-time employees dealing with grievances as Stewards.

The Union shall notify the Employer in writing of the names of the Stewards at the time of their appointment.

The Union Stewards shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or a member(s) of the Executive of Local 101 when dealing or negotiating with the Employer. Such representative(s) may assist in the settlement of grievances.

(c) Union / Management Committee

Both the Employer and the Union will appoint representatives to a Union/Management Committee. The Union shall be entitled to a maximum of seven (7) Union members, one of whom shall be the Executive Liaison – Sub Units or designate. The Employer may have the same number of representatives as the Union. Employees on the Union/Management Committee shall be regular employees of the Employer during their time on the said Committee. The Union shall notify the Employer in writing of the names of the members of the Union/Management Committee at the time of their appointment. Either party may bring an advisor to the meeting upon reasonable notice to the other party.

The Committee shall meet at least four times per year. Either party may add an additional meeting should it be required. The duties of the chair will be shared by the parties (co-chair) and secretarial support will be provided by the Employer. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members.

The function of this Committee shall be to discuss matters of mutual concern but it is understood and agreed that the Committee will not discuss grievances.

It is agreed and understood between the parties that the issue of workload may be raised by either party at the Union Management Committee for discussion.

In accordance with this understanding, members of this Committee who are granted time off during their regular work period to attend Union/Management Committee meetings will not suffer any loss of regular pay or benefits for the time spent and shall be paid for such time.

The Employer is not responsible for premiums or wages above any regularly scheduled hours for part-time employees doing Union related business as members of the Union/Management Committee.

(d) Negotiating Committee

Before each Collective Agreement renewal date both the Employer and the Union will appoint representatives to a Collective Bargaining Committee. The Union shall be entitled to a maximum of eight (8) Union members, including the CUPE National Representative and the Executive Liaison – Sub Units. The Employer may have the same number of representatives as the Union. Employees on the Negotiating Committee shall be regular employees of the Employer during their time on the Negotiating Committee. The Employer will recognize and bargain with the said committee for purposes of negotiations for the renewal of the Collective Agreement. The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee at the time of their appointment.

Employees representing the Union on the Negotiating Committee shall not suffer any loss of regular pay or benefits for time involved in negotiations with the Employer up to and including conciliation.

Additionally, each representative of the Union will be allowed a maximum of two (2) working days, without loss of pay or benefits, to prepare for negotiations. In the event that the parties agree to participate in central bargaining between the Canadian Union of Public Employees and the participating LHIN's, an employee serving on the Union's Central

Negotiating Team shall be granted time off as required for attending direct negotiations with the participating LHINs and shall be paid for all scheduled shifts missed (including scheduled shifts immediately before and after negotiations), up to and including conciliation/mediation. It is agreed that the employer is not responsible for any other costs associated with the employee's participation in bargaining. The number of employees on the Union's Central Negotiating Team will be determined at the time the Memorandum of Conditions for Central Bargaining is negotiated.

(e) Correspondence

All correspondence between the parties arising out of this agreement or incidental thereto shall pass between the VP, Human Resources or designate, the Union Representative(s) on site, the Executive Liaison – Sub Units and the CUPE National Representative.

- (f) CUPE Representatives at each site may request a meeting to deal with issues specific to that site.

ARTICLE 7 – EMPLOYEE DEFINITIONS

- (a) Full time employees shall be any employee who works more than twenty-four (24) hours per week on a regularly scheduled basis and is not temporary and has completed the probationary period.
- (b) Part-time employees shall be any employee who works twenty-four (24) hours or less per week on a regularly scheduled basis and is not temporary and has completed the probationary period.
- (c) A casual employee is an employee who is hired on a permanent basis and who works on an interim replacement or on an occasional basis, and is paid an hourly rate, but is not guaranteed a minimum number of hours of work on an ongoing basis. Casual work may include, but is not limited to, assignments to assist with work overload, assignments to replace staff on leave or working on projects and other assignments. A casual employee who is assigned to a full-time temporary position as a leave replacement retains casual status. A casual employee will be required to be available for work as required by the Employer and failing such availability for work in any three (3) month period, the casual employee will be removed from the list of causal employees and their employment with the Employer deemed terminated.
- (d) A probationary employee is a newly hired employee who shall be on probation for a period of 560 hours of work from the date of hire, exclusive of sick time, paid holidays, personal days or leaves of absences within a period of twelve (12) months.

The probationary period may be extended by mutual agreement of the parties. On successful completion of the probationary period, the employee's seniority shall date from the last date of hire.

A probationary employee is employed on a trial basis and may be disciplined or discharged for any bona fide reason provided the Employer does not act in a manner which is arbitrary, discriminatory or in bad faith.

- (e) Temporary employees shall be any person employed in a temporary position for a definite term or task not to exceed five (5) months or for the length of a pregnancy/parental leave. Such temporary employment may be extended beyond the original defined term on a temporary basis for a specified period by mutual agreement of the parties. Seniority shall not

accrue to temporary employees. Should a temporary employee be subsequently engaged as a full time or part time employee without any break in service, the service for purposes of calculating this probationary period and seniority shall date from the date of this employment as a temporary employee.

Temporary employees shall be paid in accordance with Schedule A and be covered by Articles 3 (Union Security); 5 (No Discrimination); 11 (Standard Hours of Work & Overtime Compensation); 12 (Holidays); 15 (Grievance and Arbitration); 19 (Car Allowance); 22 (Bereavement Leave); 30 (Inclement Weather) of the Collective Agreement. Vacation pay will be in accordance with the *Employment Standards Act*. Temporary employees will be paid ten percent (10%) in lieu of benefits and sick days.

ARTICLE 8 - STAFF CHANGES, STAFF ADDITIONS, PROMOTIONS

- (a) Whenever a new position is established or there is a permanent vacancy in any of the positions covered by this Agreement, the position shall be posted electronically for five (5) working days. The posting will contain the location, the name of the Team, summary of the job description for the position, the number of employees required to fill the position, the salary range, the date of closing of the posting and the name of the official to whose attention applications are to be directed. The successful applicant will be selected within a reasonable time after such posting as follows. The Employer will only advertise more than one location on the posting if working at more than one location is a regular and normal requirement of the Employee's work schedule.

- (b) Each applicant will be considered in accordance with their seniority as defined in Article 9(a) of this Agreement and seniority will govern in making the appointment provided that the senior employee possesses the necessary skill, ability and qualifications to perform the duties involved.

Immediately following selection, successful candidate(s) shall be informed in writing of their appointment to the position.

- (c) For the purposes of this provision, seniority shall be applied on a South West Local Health Integration Network wide basis. If the job is not filled as a result of the posting or if no suitable applications are received, the Employer reserves the right to hire from outside the bargaining unit.
- (d) The successful applicant shall be placed in a familiarization period of up to twenty (20) days of work upon commencing work in the posted position. If within such twenty (20) days of work, the successful applicant requests a return to their former position or proves unsatisfactory and is returned to their former position, the vacancy will be reposted. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position.
- (e) When any employee, within the bargaining unit, is promoted or a posted position filled, notice of the promotion, stating the name of the employee promoted, the position affected (posting #) and the effective date of the promotion, shall be posted electronically and a copy of the notice shall be forwarded to the Executive Liaison – Sub Units as soon as practically possible after confirmation by the Employer.
- (f) Whenever there is a temporary vacancy in any of the positions covered by this Agreement exceeding five (5) months, the temporary position shall be bulletined for five (5) working days. The bulletin will contain the name of the Team, location, a summary of the job description for the position, the number of employees required to fill the position, the salary

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range, the date of closing of the bulletin and the name of the official to whose attention applications are to be directed. The successful applicant will be selected within a reasonable time after such posting. The resulting vacancy shall not be posted. The Employer will only advertise more than one location on the posting if working at more than one location is a regular and normal requirement of the Employee's work schedule.

- (g) Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job before nine (9) months from the date of a successful bid, with the exception of a promotion (defined as moving from one wage grid level to a higher wage grid level or movement from casual to part time to full time; from part time to full time) or a change in location. A successful bid is defined as the date the employee accepts an offer of a position.
- (h) Should an employee be on layoff or notice of layoff they shall be offered permanent vacancies in order of seniority, within their current classification or lower classification prior to posting, provided they have the skill, ability and qualifications to perform the work available.

(i)

- (i) No employee shall be permanently transferred from one position to another or one location to another.

- (ii) Employees may temporarily transfer from one position to another or one location to another, to cover for purposes of illness, leave of absence and workload increases/decreases (excluding vacations). Such temporary transfers shall not exceed thirty (30) consecutive days without the employee's written consent.

The Employer will temporarily transfer within the same work location in order to minimize any additional cost to the employee. The Employer will pay mileage as outlined in Article 19 of the Collective Agreement and accommodation expenses, if applicable and as determined by the Employer, to an employee who has agreed to temporarily transfer to a different work location.

- (iii) Notwithstanding the above, should there be a need to restructure at a specific location the Employer may transfer positions in the same classification within that location. The Employer will transfer based on Expressions of Interest and seniority.

- (iv) If the rate of pay for the job to which the employee is transferred or assigned is less than the employee's regular rate of pay, for the job from which the employee has been transferred or assigned, the employee shall receive their regular rate of pay.
- (k) If the rate of pay for the job to which the employee is transferred or assigned is greater than the employee's regular rate of pay, the employee shall be paid the next higher rate of pay for such job that represents an increase over the employee's regular rate of pay for the period of time so transferred or assigned.

ARTICLE 9 - SENIORITY

(a)

- (i) Full-time employees shall accumulate seniority based upon the length of continuous service with the Employer. Seniority shall be accumulated on the calendar year basis commencing with the employee's date of last hire with the Employer.

When one or more employees start their employment with the South West LHIN on the same date they will have their sub-seniority clarified in the following manner:

1. Sub-Seniority dates will be assigned using the random number generator function in Microsoft Excel. Using the following steps:
 - Each employee's name will be listed on the spreadsheet
 - The equation will be executed within the spreadsheet to produce random numbers for each employee listed on the spreadsheet
 - The Spreadsheet will then be sorted ranking from the random numbers from the highest to lowest and the employee with the highest number will be first in the sub-seniority dates
 2. Both the Union and the Employer shall be present when sub-seniority dates are established.
 3. The Union and the Employer will sign a letter indicating their agreement with the process and the sub-seniority dates.
 4. The letter documenting the sub-seniority will be placed on the employee's file as a permanent record and will be copied to the Union and the employee.
 5. The sub-seniority date will be applied to any provisions of the Collective Agreement where seniority date is used as a basis for determination and where there is a conflict with one or more employees who have the same employment date with the organization.
- (i) Part-time and casual employees shall accumulate seniority based on the number of *regular* hours worked. Part-time and casual employees will be credited with one (1) year of seniority for every 1820 hours worked. No part-time or casual employee shall accrue more than one (1) year of seniority in any one (1) year.
- (ii) A copy of the seniority list shall be posted by March 31st, June 30th, September 30th and December 31st of each year or more often upon request from the Union. A copy will be supplied to the Union at the same time it is posted. It is the responsibility of all employees to bring to the attention of the Employer any inaccuracies in the seniority list within thirty (30) days of the posting of same.
- (b) Seniority shall be broken and employment deemed terminated for the following reasons only:
- (i) If the employee resigns;
 - (ii) If the employee is discharged and is not reinstated through the grievance procedure;
 - (iii) If the employee is absent from work without permission from the Immediate Manager or Senior Director Human Resources/designate for five (5) or more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
 - (iv) If the employee retires;
 - (v) If the employee is laid off for a period in excess of eighteen (18) consecutive months

- (c) In determining the length of service for the purpose of seniority, continuity of service shall not be considered interrupted if:
- (i) Absence from the Employer's service is due to leave of absence granted by the Employer
 - (ii) Absence from the Employer's service is due to service in the Armed Forces
 - (iii) A lay-off where the period involved is less than eighteen (18) consecutive months
- (d) If an employee leaves the bargaining unit and then returns the following shall apply:
- (i) Seniority for the purposes of lay-off and recall shall include employment time worked from date of hire to the date the employee originally left the bargaining unit. Time accumulated from the date the employee left to the date of return shall not be included
 - (ii) Seniority for the purposes of vacation entitlement, grid level and pension shall be calculated from date of hire and shall include all employment time worked
- (e) An employee's full seniority and service shall be retained by the employee in the event the employee is transferred from full time to part time or vice versa. The employee shall receive credit for their full seniority and service on the basis of 1820 hours worked, equivalent to one year.

ARTICLE 10 - REMUNERATION

- (a) That the scale of remuneration set out in Schedule "A" shall apply during the term of the Agreement.
- (b) Part-time and casual employees will progress on the salary grid, on the basis of 1820 hours worked, equivalent to one year.

ARTICLE 11- STANDARD HOURS OF WORK & OVERTIME COMPENSATION

Hours of Work

11.1

- (a) Subject to the following provisions herein, the normal work week shall be Monday through Sunday within the hours of 8:00 a.m. to 10:00 p.m.
 - (i) All current full time employees hired prior to January 1, 2004 will be scheduled to work a normal work week of Monday through Friday within the hours of 8:00 a.m. to 8:00 p.m., with the understanding that the Employer will endeavour to schedule, with consideration to seniority based on operational requirements, such employee(s) within the hours of 8:00 a.m. to 6:00 p.m.

Any such employee will be scheduled in accordance with this provision until:

- they successfully apply for and are awarded a posted position with a normal work week as defined in paragraph (a) above; or
- voluntarily changes their full time status.

- (ii) The Employer may schedule, with consideration to seniority based on operational requirements, all employees hired after January 1, 2004 to work the normal work week of Monday through Sunday within the hours of 8:00 a.m. to 10:00 p.m.
 - (iii) The Employer may schedule all part time, casual, temporary and temporary full time employees to work the normal work week of Monday through Sunday within the hours of 7:00 a.m. to 10:00 p.m.
 - (iv) Where the Employer requires work to be done outside of the hours described above on an occasional or time sensitive basis, the employer will seek volunteers who are qualified to perform the work. Where there is more than one volunteer, the volunteer with the greatest seniority will be selected. Where there is no volunteer, the junior employee who is qualified to do the work be assigned the shift(s).
- (b) The normal work day shall be seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break.
 - (c) Notwithstanding any wording to the contrary should it become necessary to establish shifts between 10:00 p.m. and 7:00 a.m. the Employer agrees it will post such shifts.
 - (d) Lunch Period
All employees shall be entitled to one (1) hour unpaid meal period at such intervals as will result in no employee working longer than five (5) consecutive hours without an eating period.
 - (e) Paid Rest Period
All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of their regular working day.

Work Schedules

11.2

- (a) The Employer will establish work schedules to meet operational needs in accordance with the provisions of the Collective Agreement.
- (b) Work schedules will cover **a four (4) month** period and will be posted at least **three (3)** weeks in advance.
 1. January 1 to April 30
 2. May 1 to August 31
 3. September 1 to December 31

Each schedule will conclude on a Friday which coincides with the end of the pay period, for each of the time frames listed above, to ensure that the schedule incorporates a full pay period.

- (c) Once the work schedule is posted, requests by employees for exchanges in the schedule must be submitted in writing/electronically, co-signed by the employee agreeing to the exchange. Such requests shall be considered, subject to the Manager's or designate approval, to change scheduled shifts with each other, so long as all shifts are covered. Such mutual changes to the posted schedules shall not result in any overtime costs to the Employer.

- (d) As soon as possible, where extenuating circumstances occur that requires changes to the posted work schedule, the Manager will meet with employees within the applicable work location to discuss and facilitate a resolution. Failing resolution, the hours of work outside of the posted schedule shall be assigned to the most junior employee.
- (e) Once approved, the work staffing schedule will be posted at least three (3) weeks in advance and the Employer will use best efforts to fill shifts in areas the Employer has determined require coverage for planned authorized absences.

Scheduling Provisions – Full Time

11.3 In developing work schedules, which include weekend coverage, the following will apply for full time employees:

- (a) An employee shall not be scheduled to work more than seven (7) consecutive days. There shall be at least twelve (12) hours off between shifts worked by the employee.
- (b) There shall be four (4) days off in a two week period; two (2) of which will be consecutive days off.
- (c) Where such employee is scheduled to be off on a weekend, the Employee shall be scheduled off for a period of not less than fifty-six (56) consecutive hours between the end of Friday shift and the commencement of the Monday shift, unless the Employee requests otherwise.
- (d) Such employee will be scheduled to work for not more than two weekends out of four unless the employee agrees to be scheduled otherwise.
- (e) Such Employee will receive premium pay of time and one-half (1½) for all hours worked on any additional weekend save and except where:
 - (i) such weekend had been worked by the employee to satisfy days off requested by the Employee; or
 - (ii) such weekend is worked as a result of an exchange with another employee.

Staffing Provisions – Part Time/Casual/Temporary Employees

11.4

- (a) Such employees must:
 - (i) be available to work at least three (3) shifts per week;
 - (ii) be available to work shifts during the normal work week, and the availability provided must be distributed equitable across the shift times (for example; 8:00 a.m. - 4:00 p.m., 10:00 a.m.- 6:00 p.m., 12:00 p.m. - 8:00 p.m.), as applicable to the team schedules, and in addition to this, the availability must include, at minimum, two (2) weekend shifts (on separate days) in a 4 week period, and
 - (iii) be available to work each 4 month schedule, excluding any period of approved leave of absence or vacation; and
 - (iv) work those shifts for which they are scheduled.

Such employees who wish to work more than the requirement set forth in (a)(i) above shall submit their availability to the Employer.

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- (b) In developing work schedules, which include weekend coverage, the following will apply for such employees:
- (i) an employee shall not be scheduled to work more than seven (7) consecutive days.
 - (ii) there shall be at least twelve (12) hours off between shifts worked by the employee.
 - (iii) there shall be four (4) days off in a two week period, two (2) of which will be consecutive days off.
 - (iv) where such employee is scheduled to be off on a weekend, the employee shall be scheduled off for a period of not less than fifty-six (56) consecutive hours between the end of Friday shift and the commencement of the Monday shift, unless the Employee requests otherwise.
 - (v) such employee will be scheduled to work for not more than five (5) weekends out of eight (8) unless the employee agrees to be scheduled otherwise.
 - (vi) such employee will receive premium pay of time and one-half (1½) for all hours worked on any additional weekend save and except where
 - such weekend had been worked by the employee to satisfy days off requested by the Employee; or
 - such weekend is worked as a result of an exchange with another employee.

Weekend Worker

- 11.5 Should the Employer wish to establish a Weekend Worker position(s), such positions shall be posted. Should there be no applicants or insufficient applicants for such posted positions, the Employer may hire from external sources and/or use the staffing and scheduling provisions of the Collective Agreement to meet operational needs.

The following provisions will apply to the Weekend Worker position(s):

- (a) The position(s) will be scheduled for either:
- (i) six 12-hour shifts in a bi-weekly pay period four of which will be scheduled on the weekends; or
 - (ii) four 12-hour shifts scheduled on Saturday and Sunday and three 8-hour shifts in a bi-weekly period.
- During a twelve (12) hour shift employees will be provided with forty-five (45) minutes of paid break time and forty-five (45) minutes of unpaid meal break.
- (b) The incumbent(s) will receive regular salary for seventy (70) hours per payperiod.
 - (c) For the purpose of covering the employee's vacation or incidental absences shifts less than 11.25 hours may need to be scheduled.
 - (d) It is expected that from time to time the employee may need to be scheduled or have an adjusted schedule to attend necessary in-service programs.

- (e) Overtime will be paid at the appropriate rate after 67.5 hours worked with respect to Article 11.5 (a)(i) or after 66 hours worked with respect to Article 11.5 (a)(ii) above, in a pay period.
Overtime must be taken in payment and cannot be taken in compensating lieu time.
- (f) Premium provisions relating to consecutive weekends off in accordance with Article 11.3 (f) will not apply.
- (g) No employee shall work more than three (3) consecutive 12-hour shifts.
- (h) Premium for paid holidays worked will be in accordance with **Article 12**. Lieu days will not be applicable based on the following:

Payment for paid holidays based on 13 per year will be a combination of the 1.25- hour per week premium as per (b) above and an additional in lieu payment of 1% of their regular hourly rate on each pay. Should an additional holiday be added or agreed to this percentage will be adjusted accordingly.

Paid holidays attached to weekends will be included as part of the regular schedule for incumbents in this position.
- (i) A weekend worker shall be treated as full time in all respects related to any and all terms and conditions of the Collective Agreement except where amended as above.

Overtime

11.6 Full Time

- (a) For such employees overtime is defined as authorized hours in excess of an employee's daily scheduled hours or seventy (70) hours in a bi-weekly pay period. No employee shall work overtime unless authorized by the employee's manager or designate, unless such authorization is impossible to obtain in an emergency situation.
- (b) An employee will have the option of receiving payment for overtime hours at the premium rate of time and one-half (1½) for all overtime hours worked in a bi-weekly pay period or taking lieu time off at the rate of time and one-half (1½) their regular rate of pay. Double (2x) time will be paid for all overtime hours worked on a statutory holiday. An employee may take time off in lieu of overtime compensation at a time mutually agreed between the employee and their immediate Manager or designate. The request for time off instead of payment will be made at the time the overtime is approved.

Part time/Casual/ Temporary Employees

- (c) For such employees overtime is defined as authorized hours in excess of seventy (70) hours in a bi-weekly pay period . No employee shall work overtime unless authorized by the employee's manager or designate, unless such authorization is impossible to obtain in an emergency situation.

Meal Allowance

- 11.7 An employee required to work two (2) hours or more of overtime after the expiration of their scheduled shift shall be paid a meal allowance of \$13.00 on each occasion. The allowance shall repeat for each additional five and one half (5½) hours of overtime worked.

Premium Payments

11.8

(a) Evening Shift Premium

Effective April 1, 2013, an employee who is required to work after 4:30 p.m. shall receive an evening shift premium of \$1.70 for each hour worked after 4:30 p.m. in addition to the employee's hourly rate.

(b) Weekend Shift Premium

Effective the date of ratification, employees shall receive a weekend premium of \$1.75 per hour worked on the weekend. A weekend is defined as all hours worked between 10:00 p.m. on Friday and 8:00 a.m. on Monday.

Effective April 1, 2013, employees shall receive a weekend premium of \$1.95 per hour worked on the weekend. A weekend is defined as all hours worked between 10:00 p.m. on Friday and 8:00 a.m. on Monday.

(c)

- (i) Employees shall not be entitled to both a shift premium and a weekend premium with respect to the same hours worked. Employees scheduled to work during evenings hours on a weekend shall receive the higher of the two premiums for those hours.
- (ii) Employees who choose to flex their work day or work week will not be paid a shift premium or weekend premium unless the hours worked would attract a shift premium pursuant to the posted work staffing schedule.

Standby/On Call

- 11.9 An employee who is required to remain available for duty on standby, shall receive standby pay in the amount of \$3.00 per hour, for the period of standby scheduled by the Employer. If the employee is called to work from standby, **they** shall cease receiving standby premium for those hours that they work during the period of standby.

Call Back/Call In

- 11.10 Where an employee has completed their regularly scheduled **shift** and is called in to work outside their regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive the applicable overtime rate for all hours worked with a minimum guarantee of three (3) hours pay at the applicable overtime rate except to the extent that such three (3) hour period overlaps or extends into their regularly scheduled shift. In such a case, the employee will receive the applicable overtime rate for actual hours worked up to the commencement of their regular shift.

Where an employee is called back to work and it is not necessary to attend outside their home to complete the necessary work the employee shall be paid a minimum of one (1) hour's pay at the applicable overtime rate. In the event the work takes longer than one (1) hour, the employee will be compensated at the applicable overtime rate for each one half (1/2) hour or portion thereof.

An Employee shall be paid the call-back/call-in rate effective upon receiving the call.

Reporting Pay

- 11.11 An Employee who reports for work as scheduled shall be paid a minimum of four (4) hours at their regular rate of pay.

ARTICLE 12 - HOLIDAYS

- (a) Any employee within the scope of this Agreement who is not required to work on the following holidays shall be paid at the regular rate of pay for each of the following holidays:

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

or any other day proclaimed as a public holiday by the Federal or Provincial Government.

In addition, full time employees shall be entitled to two (2) float holidays. The float holidays shall be taken on a date mutually agreeable to the Employer and the employee; shall not be cumulative from year to year, and are only available to full time employees who have completed their probationary period. The Employer, subject to its right to maintain a qualified work force, will grant the choice of the float holidays to employees on the basis of seniority. Floats will be scheduled in accordance with Article 13 – Vacations, to facilitate greater planning within the team.

- (b) Whenever any of the above holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.
- (c) Regular full-time employees and part-time employees will be offered any available hours of work on holidays prior to casual employees being offered these hours.
- (d) All employees other than full-time employees shall have their holiday pay pro-rated according to their hours worked.
- (e) Casual employees will be paid the Collective Agreement rate for all hours worked on a holiday in accordance with the provisions of the *Employment Standards Act*.
- (f) In order to qualify for pay for a holiday, an employee must meet the qualifying provisions set forth in the *Employment Standards Act of Ontario*.
- (g) Holiday pay for full time employees will be computed on the basis of employee's regular straight time hourly rate of pay multiplied by the number of hours for a normal day's work.
- (h) An employee who is required to work on any of the above holidays shall be paid at the rate of time and one half (1½) of their regular straight time hourly rate of pay. In addition, an employee shall receive either a paid day off, on a date mutually agreeable to the Employer and the employee, in lieu of such holiday or a regular day's pay.

ARTICLE 13 - VACATIONS

- (a) Permanent full time employees, on a pro-rated basis, in any given fiscal year shall be entitled to a vacation with pay according to their seniority date (length of continuous service with the Employer) as set out below.

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Vacation entitlement and accrual shall be determined within the Employer's current fiscal year (April 1 – March 31) and shall be taken in the current fiscal year subject to paragraph (d) below.

Vacation

- Employees who have completed less than 5 years of continuous service – 1.25 days per month worked to a maximum of 15 days. (Those employees formerly governed by the vacation provisions of the former Elgin CCAC and/or Grey-Bruce CCAC Collective Agreements, who have completed less than 5 years of continuous service and who, as of April 1st 2009, have a vacation entitlement greater than 1.25 days per month, shall have such vacation entitlement red-circled until such time as the provisions of the following paragraph apply to them)
- Employees who have completed 5 years of continuous service or more - 1.67 days per month worked to a maximum of 20 days
- Employees who have completed 10 years of continuous service or more - 2.08 days per month worked to a maximum of 25 days
- Employees who have completed 20 years of continuous service or more - 2.5 days per month worked to a maximum of 30 days
- Effective April 1, 2013, employees who have completed 19 years of continuous service or more - 2.5 days per month worked to a maximum of 30 days

The pay for vacation shall be based on the normal hours of work for the individual employee and shall not include overtime or other premiums.

Employees may request to take unearned and non accrued vacation time in any fiscal year. The Employer shall consider such requests in good faith and may approve such request. Such request shall not be unreasonably denied. If such a request is approved and the employee leaves the employ of the Employer for any reason, any vacation days taken in excess of vacation accrued as of the date of termination shall be recovered and deducted as a set off against any wages or other monies owing to the employee as of the date of the termination. The provisions of this paragraph shall constitute an employee's written authorization for such deduction and set off.

The Employer will include the current balance of vacation time as part of the pay stub information, subject to systems limitations and common data base.

For purposes of vacation scheduling, the vacation year is April 1 – March 31.

- (b) In the case of employees covered by paragraph (a) above, the vacation periods to be taken shall be determined by the immediate manager insofar as whether the employee shall have four (4) consecutive weeks or more or two (2) vacation periods or more.
- (c) No employee shall be permitted to forego their vacation period so that they may be paid in lieu of time off for vacation.
- (d) Vacation earned in any one (1) fiscal year must be used in the fiscal year in which it is earned.

Employees may, upon written notification to the Manager, carry over up to a maximum of five (5) days vacation entitlement to the next fiscal year and will use the additional days within such fiscal year. Such carry over vacation days must be scheduled by mutual agreement with the Manager.

(e)

- (i) Where an employee's scheduled vacation is interrupted or interfered with due to serious personal illness, as certified by a medical certificate, or as a result of a compensable injury under the WSIA the period of such illness shall be considered as sick leave.
- (ii) Where an Employee's scheduled vacation is interrupted due to a bereavement leave, the Employee shall be entitled to bereavement leave in accordance with Article 22. The portion of the Employee's vacation which is deemed to be bereavement leave under the above provision will not be counted against the Employee's vacation credits.

- (f) Where the vacation period taken by an employee under the provisions of the preceding paragraph falls on one (1) or more holidays, then such day shall be increased by one (1) day for each such holiday so included within such period.
- (g) In the event of the death of an employee, their heirs or their estate shall be entitled to receive such vacation pay as may stand to their credit.
- (h) Vacation Posting

There will be three (3) vacation request periods per year as outlined below:

Period #1:

January 1 to April 30

Submission Deadline: On or before October 1

Approval and Posting: Within 3 weeks

Period #2:

May 1 to August 31

Submission Deadline: On or before February 1

Approval and Posting: Within 3 weeks

Period #3:

September 1 to December 31

Submission Deadline: On or before June 1

Approval and Posting: Within 3 weeks

The employee will submit a Vacation Request indicating their choice of vacation dates. Float days will also be included in team vacation scheduling to facilitate greater planning within the team. When preparing the vacation schedule the Employer shall instruct managers, subject to its right to maintain a qualified working force, to give the choice of vacation dates to employees with the greatest seniority. Completed copies of the vacation schedule shall be posted for the information of the employees.

Once vacation and float requests have been approved they cannot be changed by the Employer without consent of the employee. Likewise, the employee cannot change their vacation or float without the consent of the Employer.

- (i) If an employee fails to list their choice of vacation and float dates before the deadlines referenced above, they will provide two (2) weeks' notice and the employee shall lose their seniority preference for vacation for that period. Vacation requests outside this timeline may be considered subject to exceptional circumstances and operational requirements.

- ④ All part time, casual, job share and temporary employees shall be entitled to vacation pay based upon the applicable percentage provided herein in accordance with the vacation entitlement of full time employees. Vacation pay will be paid in each pay period as a percentage of an employee's biweekly regular wages (exclusive of overtime and other premiums);

- 15 days entitlement – 6%
- 20 days entitlement – 8%
- 25 days entitlement – 10%
- 30 days entitlement – 12%

Equivalent years of service for such employees is calculated on the basis of 1820 hours worked is equivalent to one year 'length of continuous service' to determine vacation entitlement.

ARTICLE 14 - EMPLOYEE BENEFIT PLANS

The Employer will contribute its percentage of the premium costs for the following benefit plans, which must be read subject to the conditions of the insurance carrier(s). The Employer's liability shall be limited solely to the payment of its premium costs for the said benefit plans. However, the Employer will assist employees in dealing with the insurance carrier(s) on issues related to claims and coverage.

14.1 HOOPP Pension Plan

HOOPP Pension Plan shall apply to all full-time employees covered by this Agreement. Part-time and casual employees who are eligible may participate in the HOOPP Pension Plan.

14.2 Ontario Health Insurance Plan

The Employer shall pay one hundred percent (100%) of OHIP through the Employer Health Tax for all employees.

Ontario Employer's Health Tax - The Employer agrees that should the Health Tax revert to a premium based Health Insurance Plan, the Employer will contribute one hundred percent (100%) of the premium cost.

14.3 Full Time Employees

The Employer agrees to pay 100% of the premium cost for the following benefits for eligible full-time employees and their dependents:

Extended Health Care Plan

④

- (i) Employees, if eligible, will be enrolled in an Extended Health Care Plan including drug coverage.
- (ii) The Employer will provide for a cap on dispensing fee on prescriptions to eight dollars (\$8.00).
- (iii) Coverage will also be provided for Paramedical services. Acupuncturist, naturopath, osteopath and podiatrist up to a maximum of \$300.00 per year, per service, per insured person. Also \$300.00 per insured person per calendar year for orthopedic shoes and all other orthotics combined.

- (iv) Effective April 1, 2009 Physiotherapist, Chiropractor and Registered Massage Therapist up to maximum of \$400 per year, per service, per insured person.
- (v) Employees, if eligible, will be enrolled in a semi private hospitalization plan
- (vi) Effective November 1, 2018, \$375/person/24 months, Eye exam up to \$100/person/24 months.
- (vii) Employees, if eligible, will be enrolled in a hearing aid plan \$400/5 years; \$500/5 years effective April 1, 2013.
- (viii) The Employer will enroll employees in a deluxe travel plan.

Dental Health Plan

- (b) The Employer shall pay ninety (90%) percent of the monthly premiums for eligible employees in a basic preventive dental plan (with Ontario Dental Association Fee Schedule for the previous year). The dental plan will be in accordance with Schedule "B". Dental recall is nine (9) months for adults and six (6) months for children under eighteen (18).

Group Life

- (c) The Employer will provide group life insurance coverage to two and one-half (2 ½) times salary to a maximum of \$175,000 and accidental death and dismemberment in the same amount.

14.4 Regular Part Time and Casual Employees

- (a) Regular part time and casual employees are not eligible for group benefits, short term or long term disability benefits. Regular part time and casual employees will be paid ten percent (10%) in lieu of all group benefits and short term and long term disability benefits.

It is understood and agreed that the 10% paid in lieu of group benefits will not be included for the purpose of computing any premium or overtime payments.

14.5

- (a) The Employer may substitute another carrier for any of the Benefit Plans provided the level of benefit is not decreased. The Employer will advise the Union of any change of carrier at least thirty (30) days prior to implementing the change.
- (b) The Employer will provide each employee and the Union staff representative with the information booklets outlining all of the current provisions of the benefits plans defined in this Article.

14.6 For purposes of this Agreement and the benefits contained herein, including insurance coverage, dependent coverage is available to the Employee to cover their Spouse or partner as defined in the *Family Law Act*, and children to age 21 or to age 25 if enrolled in post secondary education at a recognized College or University, in accordance with the terms and conditions of the plans.

14.7 Employees who continue to work past age sixty-five (65) may continue to be enrolled in those benefit plans prescribed in this Article, with the Employer paying its share of the premium costs. The Ontario Drug Benefit Plan is an offset to drug coverage under the plan of insurance and the annual deductible shall be covered by the plan of insurance.

- 14.8 Employees who retire and are eligible for a pension under HOOPP may continue to be enrolled in those benefit plans prescribed in this Article, to the extent permitted by the terms and conditions of the benefit plans and subject to the terms and conditions of such benefits plans, provided that such employees pay one hundred percent (100%) of the premium cost(s) of such plans. Such employees shall be required to pay the premium cost(s) monthly in advance.

14.9 Short Term Disability Plan

- (i) The Plan is applicable only to full time employees. This Plan will replace all predecessor short term disability plans, sick leave plans and illness allowance plans including the plans referenced in Article 14.11 herein.
- (ii) Sick leave will be payable under the Plan when a full time employee is unable to perform their job duties due to a disability (non occupational illness or injury) which is not compensable under the *Workplace Health and Safety Insurance Act*. It is understood that payment of sick leave benefits under the Plan is for the sole and only purpose of protecting employees against the loss of income during such time of disability.

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 short term disability 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.

- (iii) Effective date of ratification, sick leave for full-time employees shall be paid from the first (1st) day of disability for up to seventeen (17) weeks for every unrelated incident of disability in accordance with the provisions herein. The amount of sick leave benefit payable under the Plan is based on length of service according to the following:

<u>LENGTH OF SERVICE</u>	<u>100% SALARY</u>	<u>70% SALARY</u>
During probationary period	n/a	n/a
Completion of probation to 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	6 weeks	11 weeks
6 years but less than 7 years	7 weeks	10 weeks
7 years but less than 8 years	8 weeks	9 weeks
8 years but less than 9 years	9 weeks	8 weeks

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9 years but less than 10 years	10 weeks	7 weeks
10 years but less than 11 years	11 weeks	6 weeks
11 years but less than 12 years	12 weeks	5 weeks
12 years but less than 13 years	13 weeks	4 weeks
Over 13 years	17 weeks	0 weeks

NOTE:

- (i) Short term disability benefits are based on an employee's regular earnings and paid through normal payroll.
- (ii) Short term disability benefits will be paid for as many separate and distinctive periods of short term disability absences as may occur. However, successive short term disability absences due to the same cause will be treated as a continuation of the original disability, unless the periods of absence are separated by a return to active pre-illness/injury status of employment for a period of at least four (4) continuous weeks.
- (iii) An employee who is on a short term modified work program is not considered to be actively at work.
- (iv) Health and life insurance benefits will continue during a short term disability absence.
- (v) An employee is not eligible for short term disability benefits while on pregnancy, adoption or parental leave.
- (d) The Employer reserves the right to require medical evidence satisfactory to the Employer for purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to return to full or modified work. Where this information is required a written request will be given to the employee to be forwarded and responded to by their treating physician.
- (e) In the event that the Employer is not satisfied with medical evidence or information submitted by or on behalf of an employee, the Employer and the Union shall have a meeting to discuss the need for an independent medical assessment. At this meeting the Employer and the Union shall attempt to agree on a physician to perform the medical assessment. Where the parties are unable to agree the Employer shall provide the names of three (3) practitioners from which the member and their physician shall pick one to perform the assessment.
- (f) The Employer shall reimburse an employee for the full cost of any medical certificate that is required by the Employer.
- (g) An employee absent due to illness or disability shall notify their Manager (or designate) of their inability to report to work and this includes contacting the absence line.

Should an employee become ill during their shift and need to leave work the employee will follow the same practice by notifying their Manager (or designate) and contact the absence line.

Employees shall provide notice of at least one hour prior to the start of their shift whenever possible.

- (h) An employee returning to work following an absence due to sickness or disability shall notify their Manager or designate as far in advance as possible. The Employer reserves the right to require medical evidence during the employee's absence identifying the expected date of return and/or fitness to work.
- (i) It is agreed that whenever an employee shall recover from a third party (save and except any self insured benefits) any amount claimed for loss of wages or sick leave in accordance with paragraph (b) and (c) above, they shall repay to the employer forthwith. The equivalent amount of any sick leave which may have been deducted shall be restored to such employee. It is understood that this article constitutes a written authorization within the meaning of Section 13(3) of the *Employment Standards Act* and provides a formula for determining the specific amount that may be subject of the authorization within the meaning of Section 13(5) a) of the *Employment Standards Act*.

14.10 Long Term Disability Plan

- (a) Effective the date of ratification, the Employer agrees to pay eighty percent (80%) of the premium cost for a long term disability plan for full time employees.
The basic benefits are as follows:
 - (i) The plan provides for all full-time employees who have completed their probationary period to be eligible to apply for a long term disability benefit.
 - (ii) After a qualifying period of 119 calendar days of continuous disability, the employee will be eligible for long term disability payments in the amount of sixty-six percent (66%) of their monthly earnings rounded to the nearest dollar on date of disability to a maximum of \$4,000.00 per month.
- (b) An employee who is receiving payment under the long term disability plan shall not accrue vacation or years of service credits.
- (c) The Employer shall maintain the extended health and dental benefits of an employee who is receiving long term disability benefits for twenty-four (24) months from the original date of illness or injury.
- (d) LTD benefits will be administered in accordance with and be subject to the terms and conditions of the LTD Plan. The Employer has no obligation with respect to the LTD Plan beyond the payment of any premiums as set forth in this Collective Agreement.

14.11 Previous Sick Leave Plan

- (a) Any sick leave plan in existence immediately prior to the ratification of this Collective Agreement shall be terminated and no longer in force or effect except for those provisions noted herein. The ratification date of this Collective Agreement shall be deemed to be the Transfer Date for purposes of this Article.
- (b) Effective the Transfer Date existing sick leave credits for each employee under the above sick leave plan shall be converted to the credit of such employee as a "sick leave bank". The sick leave bank shall contain the unused sick leave days to the credit of such employee as of the Transfer Date.

- (c) The sick leave bank may be utilized by such employees:
 - (i) To supplement payment for sick leave days, under the provisions of any Short Term Disability Plan and Long Term Disability Plan, which would otherwise be at less than full wages;
 - (ii) While awaiting approval of a claim for WSIB benefits
- (d) The Employer will notify each such employee of the amount of unused sick leave in their sick leave bank annually.

ARTICLE 15 - GRIEVANCE & ARBITRATION

General

It is the mutual desire of the Employer and the Union that a complaint shall be adjusted as quickly as possible.

All meetings at which grievances are processed shall be in camera.

The time limits fixed in both grievance and arbitration procedures may be extended by consent of both the parties to this Agreement. Employees of the Employer who are members of the Bargaining Unit shall be required to follow the procedures hereinafter detailed.

(a) Grievance Procedure

Any misunderstanding or controversy between the Employer and the Union as to the compliance of either party with any of its obligations hereunder, or any grievance involving the terms of this Agreement by the Union, the same shall be handled in the following manner:

Policy Grievance

- (i) The Union shall file with the Director Human Resources or designate (on forms supplied by the Local Health Integration Network and approved by the Union) the detailed terms of the policy grievance. The Grievance Committee, the Director Human Resources/designate and/or the Employer Committee shall meet as mutually agreed, and every possible method shall be made to resolve the dispute. Failing settlement, the grievance shall be submitted to Arbitration.
- (ii) It is understood that an individual employee has no grievance until they have first given their Immediate Manager an opportunity to adjust their complaint. In discussing such complaint, the employee may be accompanied by the Second Vice- President or an appointed representative at the request of either party. It is understood that no grievance of an individual employee shall be considered, the alleged circumstances of which originated or occurred more than fifteen (15) working days prior to its presentation as a written grievance.
- (iii) A grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step No. 2 of the grievance procedure.
- (iv) A policy grievance of the Employer shall be in writing and may be initiated by the Director Human Resources or designate delivering the grievance to the Executive Liaison – Sub Units, or, in their absence, to another officer of the Union. If any such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to Arbitration.

STEP #1

A complaint which is not settled by the immediate Manager, shall be reduced in writing, and shall be filed with the immediate Manager under the direction of the Union's Grievance Committee. The immediate Manager shall deal with the grievance and render their decision thereon in writing not later than the second (2nd) working day next following the day on which they received the grievance.

STEP #2

If the decision of the immediate Manager is not satisfactory, an appeal may be lodged in writing through the Union's Grievance Committee, within seven (7) working days of the Manager's decision, with the Director Human Resources or designate, and a decision shall be rendered not later than the fifteenth (15th) working day next.

(b) Arbitration

- (i) When either party decides to submit a grievance to arbitration, it will notify the other party in writing within thirty (30) calendar days after receiving the answer at Step 2.

The parties agree that all matters may be resolved through the use of a sole arbitrator. If either party requests, the matter will be referred to a Board of Arbitration. The sole arbitrator or Board Chair is to be agreed between the parties, or failing agreement, appointed by the Minister of Labour.

The notice shall name its nominee for the Board of Arbitration, or shall request a sole Arbitrator and name three (3) candidates. Within ten (10) working days of receiving that notice, the recipient shall reply in writing naming its nominee to the Board of Arbitration, or if it agrees to use a sole Arbitrator, indicating whether it accepts a candidate suggested by the first party or naming three (3) other candidates.

Within ten (10) working days thereafter, if the nominee to a Board of Arbitration are unable to agree on a Chairperson or if the parties are unable to agree on a sole Arbitrator, within a further period of five (5) working days, either party may then request the Minister of Labour for the Province of Ontario to appoint the Chairperson or sole Arbitrator.

- (ii) Each of the parties will bear the expenses of the Nominee appointed by it to an Arbitration Board and will jointly bear the expenses of the Chairperson of the Arbitration Board or sole Arbitrator.
- (iii) Arbitration shall be in accordance with the *Labour Relations Act of Ontario*, and a decision of the Arbitration Board shall be binding on both parties. The Board of Arbitration shall not have the power to change, substitute or remove any provision of this agreement or add any new provision, or to make a decision inconsistent with its terms and provisions. If the parties utilize a sole Arbitrator, the sole Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.

(c) **Mediation**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the Arbitration provisions herein, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any of the mediator. The mediation shall be conducted on a date as mutually agreed by the parties.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

(a) Whenever an employee is disciplined, suspended, dismissed or is requested to resign, the Director Human Resources/designate will notify the Executive Liaison – Sub Units. The Executive Liaison – Sub Units or designate shall be present when an employee is discharged. When an employee is called into the office for the purpose of receiving a disciplinary reprimand, which may become a part of the employee's record, they will be accompanied by the appropriate Union Steward. A written record of the action to be taken will be prepared by the Director of Human Resources/designate and copies will be given to the individual affected and the Union. Should the employee desire, they shall, with the assistance of the Executive Liaison – Sub Units, file their grievance at Step 2, as provided in this Article.

(b) The Employer agrees that the record of disciplinary action placed against an employee shall not be used against that employee after the lapse of twenty-four (24) months from the date of issue provided the employee has been discipline free.

(c) **Personnel Files**

An employee shall have the right at any time to have access to and review their personnel file on reasonable notice, doing so in the presence of the Employer. The employee shall also have the right to make copies of any documents in the file.

ARTICLE 17 – CONTRACTING OUT

Employees not covered by the terms of this Agreement and/or volunteers will not perform bargaining unit work if it results in the layoff of employees or a decrease in regular wages.

The Employer shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out, a layoff of any employees results from such contracting out.

ARTICLE 18 - TECHNOLOGICAL CHANGE

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

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

Where computers and/or new computer technology are introduced into the workplace that Employees are required to utilize in the course of their duties, the Employer agrees that necessary training will be provided at no cost to the Employees involved.

ARTICLE 19 - CAR ALLOWANCE

- (a) Employees will be reimbursed at \$0.47 per kilometre or the variable rate pursuant to the Employer's policy/guidelines, whichever is greater, for all Employer related business travel.
- (b) All drivers shall carry a minimum of One Million Dollars Public Liability and Property Damage Insurance.

ARTICLE 20 - PREGNANCY/PARENTAL LEAVE

- (a) Pregnancy and Parental Leaves
 - (i) Pregnancy and Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
 - (ii) If possible, the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
 - (iii) The employee shall reconfirm or otherwise submit their intention to return to work by written notification at least four (4) weeks in advance. When the employee returns to work upon expiration of the authorized leave, she shall be entitled to return to the position most recently held if it still exists, or to a comparable position and wage rate if it does not.
 - (iv) 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 up to sixty-one (61) weeks. The employee must give the Employer written notice that she does not intend to make her contributions, if any.
 - (v) 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. Parental leave shall be granted for up to sixty-one (61) weeks in duration (63 weeks when pregnancy leave is not taken).
 - (vi) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty-one (61) 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 they are an adoptive parent or the natural father, will be granted a Parental leave up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (ii) and (iii). 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.
- (b) The employer agrees to implement a supplementary unemployment benefit (SUB) plan. An employee on leave as set out above who has applied for and is in receipt of Employment Insurance Benefits pursuant to Section 22 of the *Employment Insurance Act, 1996*, shall be paid a supplementary unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earning and the earnings of the employee's weekly rate of Employment Insurance Benefits and any other earnings. Such payment shall commence following the completion

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of the one week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the employee 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 for pregnancy. The employee's regular weekly earnings shall be in accordance with Schedule "A" of this Agreement and shall be the employee's rate on the last day worked prior to the commencement of the leave time.

- (c) Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Standards Act 2000*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Standards Act 2000*, Note the above change in SUB payment would apply to any leave commencing on or after January 1, 2019.

ARTICLE 21 - GENERAL LEAVE OF ABSENCE

- (a) An employee may make application to the Employer for leave of absence without pay and without loss of seniority. Such request shall be in writing and, if approved by the Employer, the employee's seniority shall continue to accumulate. If the application is denied, the employee shall be given the reason in writing. It is understood that leaves of absence may be considered in single day blocks.
- (b) The Director Human Resources or designate may grant leave of absence without pay in case of personal emergencies in accordance with the provisions of the Employment Standards Act.
- (c) The following considerations but not limited to, will apply to a Leave of Absence request:
May be approved for up to twelve (12) consecutive months. Consideration will be given for the following reasons:
- immediate family reason
 - personal development (educational etc.)
 - personal health.
- (d) Vacation and sick leave credits shall cease thirty (30) days after commencement of an approved personal leave of absence.
- (e) Employees shall be responsible for 100% of the costs of benefits described in Article 14, thirty (30) days after the commencement of an approved personal leave of absence. Benefit coverage for leaves beyond ninety (90) days are subject to the approval of the insurer.
- (f) Personal Leave
Requests for leave of absence without pay for personal reasons will be considered on an individual basis by the Director of Human Resources or designate. Such requests are to be made as far as possible in advance and the Director of Human Resources or designate will reply in writing, except in cases of emergency.
Employees may be granted up to twenty - eight (28) hours annually of time off with pay for personal reasons.
- (g) Planned absences for an employee's personal medical, dental or other professional appointments may also be taken as vacation time off, in lieu of overtime, flex time or as an approved leave of absence 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 as close as possible to either the beginning or the end

of the employee's shift.

- (h) This Article and any other clauses in the Collective Agreement that provide for paid and unpaid leaves for the purposes set out under Sec. 50 of the *Employment Standards Act* will be deemed to offset the Employer's requirements to provide for ten (10) days of unpaid leave to the extent that the sick leave and other leave clauses are accessed during the course of the year

ARTICLE 22 - BEREAVEMENT LEAVE

- (a) Two members of the Union shall be given time off with pay to attend funerals of Local Health Integration Network employees.
- (b) Leave of absence with pay will be granted in the following circumstances:
 - (i) Five (5) days with pay for death of spouse, partner, child, step-child, parent, step-parent, brother, step-brother, sister or step-sister.
 - (ii) Three (3) days with pay for death of grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law or father-in-law.
 - (iii) One (1) day with pay for the death of uncle, aunt, cousin, nephew or niece.
 - (iv) Where special circumstances arise, the time limits in this section may be extended by up to two (2) days at the discretion of the Employer.
- (c) Spouse, partner, for purposes of Bereavement Leave will be defined as in the *Family Law Act* and will also include a partner of the same sex.
- (d) The parties agree that the leaves under this clause will be pro-rated for part-time employees.
- (e) A bereavement leave of absence with pay in accordance with this provision shall be granted to a casual employee who is scheduled to work and shall not be paid for those days the casual employee is not scheduled to work.

ARTICLE 23 - JURY DUTY

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

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

ARTICLE 24 - UNION CONFERENCE

- (a) Five (5) members of the Union elected or appointed to represent the Union at a conference, convention or other Union business may, with approval of the Manager, be granted sufficient absence without pay to attend such conventions, conferences or other Union business. The names of the representatives and one other alternate shall be submitted to the Manager three (3) weeks in advance (unless short notice is unavoidable) and if the representative is unable to attend, due to personal reasons, the alternate shall be allowed to go.

The Employer agrees to continue the employee's pay and benefits for the period of the Union business leave and the Union will reimburse the Employer for the wages.

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- (b) Union membership appointed or elected to a full-time position by the Union may be granted a twelve (12) month leave of absence without pay; the said member to be permitted to maintain medical/hospital provisions by direct payment to the Employer for such premiums as may apply. Medical/hospital benefits will be made available at the employee's cost subject to approval of the insurer.
- (c) Three (3) members of the Union elected or appointed to represent the Union at the annual Health Care Co-ordinating Committee Conference (HCWCC), with the approval of the immediate Manager, may be granted time off to attend such conference. The names of the representatives and one alternate shall be submitted to the immediate Manager three (3) weeks in advance and if one of the named representatives is unable to attend the alternate shall be allowed to go in place of that representative.

The Employer agrees to continue the employee's pay and benefits for the period of such conference leave and the Union will reimburse the Employer for fifty percent (50%) of the wages for the period.

ARTICLE 25 - EDUCATION LEAVE

- (a) As it is recognized that substantial contributions can be made to the total community health program through the dissemination of information obtained during short courses or programs, employees may be afforded the opportunity to participate in such courses or programs as approved by the Employer. The Employer shall continue the Employee's salary and pay those travel and accommodation expenses approved by the Employer with respect to courses and programs approved by the Employer.

Leave of absence for educational purposes may be granted at the discretion of the Employer without pay.

- (b) Where the Employer requires a full-time or part-time employee to attend at a conference, workshop or educational program, the employee shall be reimbursed for all authorized expenses including registration or enrolment fees. The employee shall receive their regular rate of pay at straight time for time spent in said programs during their normally scheduled days and hours of work up to a maximum of seven (7) hours per day.

ARTICLE 26 – LAYOFF AND RECALL

26.1 Layoff and Recall

- (a) A layoff shall be defined as a permanent reduction in the hours of work of a full time position or of a part time position with fixed hours or the elimination by the Employer of one or more occupied bargaining unit positions at a location, subject to Article 26.2 if applicable.
- (b) The Employer shall notify employees who are to be laid off ten (10) working days before the lay-off is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) full days after notice of lay-off, they shall be paid in lieu of work for that part of ten (10) days during which work was not made available.
- (c) In the event of a lay-off(s) in excess of ninety (90) calendar days in duration, the identification of a surplus employee(s) in a location shall be determined by the Employer and subsequent assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this Article.
- (d) For the purposes of this Article:
 - (i) A "location" is the work area from which an employee normally performs their duties.
 - (ii) The "Region" includes all Employer locations within the geographic area in which the Employer carries on business applicable to the bargaining unit.

- (e) An employee who is subject to lay-off as a surplus employee and provided the surplus employee has the skill, ability and qualifications to perform the work shall have the right, on the basis of their seniority, to act upon one of the following options;
 - (i) within the surplus employee's location, the most junior employee in the same classification in which the surplus employee is presently working shall be displaced by the surplus employee;
 - (ii) fill any vacant position (vacant as determined by the Employer) in the same or lower classification or wage grid in the location;
 - (iii) displace the most junior employee in a lower classification or wage grid in the location;
 - (iv) fill any vacant position (vacant as determined by the Employer) in the same or lower classification or wage grid in another location in the Region;
 - (v) displace the most junior employee in the same or lower classification or wage grid in another location in the Region;
 - (vi) accept a lay-off.
- (f) Where no displacement is possible under Article **26(e)** or where the surplus employee chooses not to exercise those options, they shall be laid-off
- (g) A surplus employee who intends to exercise their options under Article **26(e)** must notify the Employer within five (5) working days from the date the employee is notified as being surplus. Where the surplus employee fails to notify the Employer as noted, they shall be deemed to have opted to be laid off
- (h) An employee who is displaced by an employee who exercises their rights under Article **26(e)** shall be declared surplus and the provisions of this Article shall apply.
- (i) An employee who is laid off shall be placed on a recall list for a period of twenty-four (24) months, after which time the employment shall be deemed terminated.
- (j) An employee on the recall list shall be notified of all vacancies (vacant as determined by the Employer) in same or lower classification or wage grid held by the employee prior to being laid-off, including those posted under Article 8. Notices shall be forwarded to the employee's last known address. Such employee shall be assigned to the vacancy if:
 - (i) they apply for the vacancy within ten (10) days of the notice; and
 - (ii) they have the greatest seniority among the eligible applicants on layoff, and they have the skill ability and qualifications to perform the work required.
- (k) In the event a person moves to another position to avoid lay-off, it is understood they must stay in that position, except for promotions, even though their former position may be subject to recall.
- (l) Notice of recall shall be by Registered Letter sent to the last recorded address with the employer
- (m) Where an employee who has been laid-off is recalled to their position or is assigned, under this Article, to a position in the same classification or wage grid they occupied at the time of lay-off, they shall be assigned to the step within the wage grid applicable to the position, equivalent to the step at which they were paid at the time of lay-off.

- (n) Where an employee who has been laid-off is assigned under this Article to a position in a lower classification or wage grid, the employee shall be paid at the rate closest to but not greater than the rate they were receiving prior to the lay-off. This provision shall not apply to an employee promoted under Article 8.
- (o) In the event of a lay-off(s) of less than ninety (90) calendar days, the identification of surplus employee(s) at a location shall be determined by the Employer and employees shall be laid off in accordance with their seniority within the applicable classification at the location provided the senior employee within the applicable classification has the skill, ability and qualification to perform the available work. The Employer shall pay their part of premiums of the group Medical and Insurance Plans as provided in Article 14 for employees laid off for periods of ninety (90) days or less.

26.2 Transfer of Positions

Any permanent position(s) transferred by the Employer from one location to another location within the Region shall be subject to the following process:

- (a) The Employer shall determine and identify the employees in the positions to be transferred from one location to another.
- (b) The employee(s) so identified in paragraph (a) herein, shall have the option of transferring to the new location.
- (c) Should the employee(s) so identified in paragraph (a) herein, choose not to transfer to the new location, other employees from that location in the same classification may choose to transfer to the new location, provided they have the skill, ability and qualifications to perform the work in the new location.
- (d) Should the employee(s) so identified in paragraph (a) herein, choose not to transfer to the new location, such employee shall exercise one of the options in Article 26.1(e) above.
- (e) Any employee displaced by the application of paragraph (d) above shall be declared surplus and the provisions of Article 26.1 shall apply to such surplus employee.
- (f) Thereafter, any vacant position (vacant as determined by the Employer) at the new location shall be posted in accordance with Article 8.

ARTICLE 27 – RETURN TO WORK

Employees returning to work from an illness or injury may be eligible to participate in a return to work plan.

The Employer agrees that it will endeavour to provide a return to work plan to employees who are medically able to return to work but are unable to perform all of the duties associated to their position or to work their regular hours of work. Potential return to work plans will be discussed between the returning employee, the immediate supervisor, a Union representative and a Human Resources representative. The Union shall have the right to the assistance of a National CUPE Representative.

The employee shall provide to the Employer the medical information necessary to facilitate a return to work plan. In recognizing their responsibility to accommodate employees, the Employer and the Union agree to cooperate. The Employer, the employee and the Union shall comply with the *Human Rights Code*.

The Employer will notify the CUPE representative on site of the names of all employees who go off work due to a work related injury or when an employee is off on medical leave for more than eight (8) weeks.

ARTICLE 28 – NO STRIKES OR LOCKOUTS

The Union agrees there will be no strikes and the Employer agrees there will 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 29 - GENERAL CONDITIONS

- (a) The Employer shall provide bulletin boards which shall be placed so that all employees may have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees. It is agreed however, that all such notices must first be approved by the Director Human Resources or designate.

ARTICLE 30 - INCLEMENT WEATHER

- (a) Where weather conditions are such that a full-time employee is unable to report to the office to which they are assigned, this absence may be charged to annual vacation credits or compensatory time credits (excluding sick time credits) or make up the time or report to the closest office.
- (b) If an office is closed by the VP, Human Resources or designate due to weather conditions thus preventing the employee, regardless of status, from reporting to work or causing the employee to leave the office early then the employee shall not suffer a loss of pay for the time lost for the hours of scheduled work.
- (c) If the Ministry of Transportation of Ontario or the Police closes a road on the direct route to or from the employee's residence and the employee is prevented from reporting to the home office or, with Manager's approval, the closest South West LHIN office, then the employee will not suffer a pay loss for the missed hours of scheduled work.

ARTICLE 31 - DURATION OF AGREEMENT

- (a) Either party desiring to propose changes or amendments to this Agreement shall within a period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a renewal or a revision to the Agreement, and both parties shall thereupon enter such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- (b) The Agreement will be printed in a Union Shop and bear the appropriate Union labels. Fifty percent (50%) of any cost to be paid by the Union and fifty percent (50%) by the Employer.

- (c) The term of this Collective Agreement shall be from April 1, 2018 to March 31, 2021.

All of the terms and conditions of this Collective Agreement shall be binding and effective from the date of ratification until March 31, 2021.

This Collective Agreement shall continue from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.

ARTICLE 32 - WAGES AND CLASSIFICATIONS

Wages and classifications are set forth in Schedule "A" and remain in effect for the duration of this Collective Agreement.

32.1 Wage Grid – Schedule "A"

(a) Grid Progression

- (i) Each full-time Employee will advance one step on the wage grid annually on their anniversary date.
- (ii) Part-time and casual Employees shall advance on the salary grid in Schedule "A" on the basis of one (1) year is equivalent to 1820 hours worked.
- (iii) A full time employee who transfers to part time or casual or vice versa within the same classification will assume their same level on the salary grid as at the time of transfer.
- (iv) Grid progression in accordance with this paragraph shall only be effective from April 1, 2009 onwards.

(b) Wages

Effective the first day of the first year of the new agreement – 1.75% wage increase for all classifications.

Effective the first day of the second year of the new agreement – 1.5% wage increase for all classifications.

Effective the first day of the third year of the new agreement – 1.4 % wage increase for al classifications.

- 32.2 An employee with related experience, as determined by the Employer, who has been actively employed within the last five (5) years prior to being employed with the South West Local Health Integration Network in a similar category, may be credited with up to 100% of experience to a maximum on the appropriate salary range in accordance with Schedule "A" of the Agreement.

- 32.3 Pay day shall be bi-weekly. Payroll will be issued by direct deposit. Pay stub information will be provided to each employee and will include the balance of vacation time and compensating time up to date subject to systems limitations and common data base.

SCHEDULE "A"

Patient Care Assistant			
	April 1, 2018	April 1, 2019	April 1, 2020
Step 1	21.10	21.42	21.72
Step 2	22.06	22.39	22.70
Step 3	23.02	23.37	23.70
Step 4	23.95	24.31	24.65
Step 5	24.97	25.34	25.69
Finance Assistant, Health Coder			
Step 1	21.97	22.30	22.61
Step 2	22.98	23.32	23.65
Step 3	23.95	24.31	24.65
Step 4	24.96	25.33	25.68
Step 5	25.98	26.37	26.74
Administrative Assistant			
Step 1	22.35	22.69	23.01
Step 2	23.36	23.71	24.04
Step 3	24.34	24.71	25.06
Step 4	25.35	25.73	26.09
Step 5	26.36	26.76	27.13
Payroll Assistant, End User Support, Project Coordinator & Document Specialist, Usability Design Specialist, Privacy and Health Records Administrator			
Step 1	24.99	25.36	25.72
Step 2	26.13	26.52	26.89
Step 3	27.26	27.67	28.06
Step 4	28.38	28.81	29.21
Step 5	29.56	30.00	30.42
System Analysts, Finance Co-ordinator, Business Intelligence Developer, Application Developers			
Step 1	27.88	28.30	28.70
Step 2	29.17	29.61	30.02
Step 3	30.41	30.87	31.30
Step 4	31.66	32.13	32.58
Step 5	32.99	33.48	33.95

SCHEDULE “B”

Schedule “B” – Newly Included Positions to the Bargaining Unit

This schedule identifies the positions that were included in the CUPE 101.6 Bargaining Unit as of a settlement, effective January 24, 2018.

Classifications and the corresponding wage grids will be determined for each of these positions based on the results of the CUPE Pay Equity process (2020) and in negotiation with the SW LHIN and CUPE 101.6 Bargaining Unit.

Once the classification and wage grids have been determined, they will be integrated into Schedule “A” when the April 1, 2021 contract is settled and a new agreement is printed.

- Clinical Advisor, Regional Wound Care **** (Please see note below)**
- Communications Advisor
- Communications Officer
- Contract Advisor
- Data Analyst
- Digital Health Coach
- Digital Health Planner
- Executive Assistant to Sub Region Leads/Directors
- French Language Service Planner
- Health Links Coach
- Patient Safety and Risk Advisor
- Performance & Evaluation Advisor
- Program Facilitator
- Program Outreach Officer
- Program Officer (temporary role)
- Quality Improvement Advisor
- Quality Improvement Coach

Please Note: effective November 25, 2019, the Clinical Advisor, Regional Wound Care role was moved to the ONA Bargaining Unit by mutual agreement of the SW LHIN, ONA and CUPE.

LETTER OF UNDERSTANDING #1**RE: JOB SHARING**

For the duration of the Collective Agreement, those employees choosing to participate in a Job Share may do so under the following parameters:

General:

Job Sharing is an arrangement, which allows two qualified employees, one of which must be a full-time employee, to equally divide the hours, responsibilities, wages, and benefits of one full-time position according to the provisions of an agreement between the job share partners, the Employer and the Union. As such, the shared position continues to be identified as a full time position. The Employer will consider Job Share proposals for approval, provided there is no adverse impact on service delivery and no net increase in cost to the Employer, and that the following Guidelines are adhered to:

Program Participation and Eligibility:

1. Proposals for Job Sharing must be employee driven. Only permanent full-time positions are eligible for Job Sharing arrangements. Casual, part-time, contract or temporary positions are not eligible for this program. Eligible Job Share employees must not be in probationary or trial periods or temporary assignments (outside their "home" position).
2. Only employees who are fully qualified for the shared position may initiate a Job Sharing proposal. Qualifications will be assessed by the Employer and may involve testing.
3. One of the employees in the Job Sharing proposal must be a permanent full-time employee.
4. The hours of work for the two employees in the Job Sharing arrangement will be divided such that each employee will work 50% of the hours of the full time position.
5. A proposal to Job Share will be submitted by the employees to their respective managers. The manager(s) for the position to be Job Shared will consider the proposal for approval, having regard for the employees' qualifications and any adverse impact on service levels. In the event that a proposal is refused, the manager will provide reasons, in writing, to the employees.
6. When a Job Sharing proposal is supported, employees will be required to enter into a Job Sharing Agreement. Approval of a Job Sharing arrangement will require the signature of each of the Job Share partners, the Union, and the Employer. A copy of this signed Agreement will be placed in each of the employees' files, as a permanent record.
7.
 - (i) If the Job Share partners each hold full-time positions, one of the partners will need to relinquish the rights to their position and that position will be posted as a permanent full-time vacancy, at such time as the Job Sharing Agreement is signed.
 - (ii) Where there is one full-time Job Share partner and one part-time partner, the part-time employee will need to relinquish their position, at such time as the Job Sharing Agreement is signed.
 - (iii) Where there is one full-time Job Share partner and one casual Job Share partner, the casual employee will need to relinquish their position, at such time as the Job Sharing Agreement is signed.

8. Should a Job Share partner wish to discontinue the Job Share arrangement, they must do so in writing to the employer, copying the other Job Share partner.
9. When a Job Share partner leaves the arrangement and where the remaining partner was previously full time, the Job Shared position will revert back to a full-time position within 14 days. If the remaining Job Share partner was previously part-time or casual they will revert to their former status and the full-time position will be posted in accordance with the Collective Agreement. If the position is no longer available then the layoff provisions of the Collective Agreement will apply.
10. Job Share employees retain the right to apply for job vacancies in accordance with the terms of the Collective Agreement.
11. A Job Share employee shall be entitled to paid holidays on a prorated basis under the terms of the Collective Agreement.
12. Employees entering into Job Sharing arrangements shall have satisfactory job performance and attendance.
13. Where employees interested in Job Sharing are in different classification levels, the shared position will be the one at the lower classification with salary adjustments made to the higher-level employee. The higher-level employee will be placed on the salary grid for the lower level position at the closest point on the salary range to their current pay rate. Anniversary dates for the purpose of salary increments will not be affected by a Job Share arrangement.
14. A Job Share employee will, whenever possible cover the absence of a Job Share partner in the event of illness, (other than an extended period of Short-term Sick leave, or Long Term Disability), vacation, or bereavement, unless agreed to by all parties to the Job Sharing agreement. Any additional work agreed to by the Manager and the employee would be at straight time rates up to 35 hours per week.
15. Job Share employees will accumulate seniority, on a pro-rated basis. Prior to the commencement of a Job Share arrangement, employees shall be provided earned vacation entitlement in the form of compensation or vacation with pay or a combination thereof.
16. Benefits (Pay in Lieu) and vacation granted Job Sharing partners would be in accordance with those approved for part-time/casual employees under this Collective Agreement.
17. If the Employer finds the Job Sharing arrangement is not satisfactory during the first 90 days, the Job Share partners shall be given 14 days written notice of the termination of the Job Share arrangement and the Union. All employees affected by the Job share will revert to their former position per this Collective Agreement.

LETTER OF INTENT #2

RE: ASSIGNMENT OF OVERTIME

The parties agree that the following procedure will be used when assigning overtime.

The parties further agree that once implemented, that any concerns that may arise will be discussed and problem-solved and issues may be raised by either CUPE or the Employer.

Should this Letter of Understanding need to be amended or discontinued, the parties will come to agreement on what amended or new procedure will be put in place. This amended or new Letter of Understanding will then be communicated to all CUPE employees.

Procedure for Overtime Assignments that are known in Advance of the Shift

1. When overtime is required the employer will;
 - e-mail a notice to all employees on the team within classification for which the overtime is required;
 - this included full-time, part-time, job share and casual staff;
 - the overtime notices will be sent to LHIN e-mail addresses only;
 - overtime will be awarded on a rotating basis to the most senior employee who confirms a willingness to accept it;
 - in order to capture new hires, transfers and status changes the overtime seniority rotation will be updated and reset on a monthly basis.
2. Should the overtime remain unassigned after step 1, the employer will;
 - e-mail employees outside the team within classification who have previously been trained to work with the team and who have worked or accepted shifts on the team within the last 6 months; and
 - overtime will be awarded on a rotating basis to the most senior employee who confirms a willingness to accept it.
3. Should the overtime shift remain unassigned after following step 1 and 2 the shift will be assigned to the least senior employee on the team within the classification.

Procedure for Overtime Assignments that arise on Weekends & Holidays

1. For the purpose of assigning overtime for shifts on a weekend or holiday, the employer will;
 - create a weekly Call List of employees who are available to work shifts that arise on weekends and holidays and who agree to receive calls regarding work opportunities on weekends and holidays;
 - the Call List shall list employees in order of their seniority;
 - each available shift shall be assigned to the most senior employee who is trained on the team where the overtime is required;
 - send reminder from time to time, via email, to all CUPE employees to indicate that they may elect to add their names to the Weekend/Holiday Call List, if they wish to be contacted for overtime assignments.

LETTER OF UNDERSTANDING #3**RE: FOUR YEARS OVER FIVE PLAN****(a) Description**

The Four Years Over Five Plan has been developed to afford employees the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period.

(b) Application

An employee shall be entitled to join the plan by registering with the Employer before the end of any month to commence deduction two (2) months later in the same year, so that the leave may commence the beginning of the later month four (4) years later. The Employer shall limit the number of employees to one (1) position per year and seniority shall be the deciding factor when some of the applicants have to be denied.

(c) Payment Formula and Leave of Absence

1. In the first four (4) years, an employee will be paid 80% of their regular salary. The remaining 20% of salary will be deposited in a separate bank account. The total amount of that bank account, including interest, shall be paid to the employee during the year of leave. Payment will be made through the payroll of the Employer who will be reimbursed by the bank on a bi-weekly basis.
2. Employees' benefits will be maintained by the Employer during their leave of absence.
3. The leave of absence shall be taken only in the fifth year of the plan. The employee shall accumulate seniority during leave of absence under this plan.

(d) Terms of Reference

1. On returning from leave, an employee shall be posted to a similar position to that which they held immediately prior to going on leave, and shall be paid in accordance with the then existing Schedule "A".
2. In the event of death or termination of employment, any monies on deposit to the credit of the employee including any accrued interest will be returned to the employee or the employee's estate.
3. The Employer and the employee may agree to defer the leave of absence for any reason.
4. Pension deductions are to be continued providing the Healthcare of Ontario Pension Plan (HOOPP) approves this plan for pension purposes.
5. An employee may withdraw from the Plan at any time up to twelve (12) months prior to the date of the leave of absence is to begin. Upon withdrawal, any monies accumulated, including any accrued interest, will be paid to the employee within sixty (60) days of notification of their desire to leave the Plan.
6. The employee shall not be entitled to vacation credits during their leave of absence.
7. The employee shall not be paid for sick leave during their leave of absence.

LETTER OF UNDERSTANDING #4**RE: FLEX TIME**

Flex time is the ad hoc adjustment of scheduled hours to provide flexibility in meeting operational needs and/or to support work life balance. Flex time includes adjusting the employee's daily work schedule such that lesser or increased hours alter the employee's scheduled hours of work, but which worked hours shall total seventy (70) hours within a pay period.

Flex time arrangements must be discussed between the employee and the manager (or designate) and mutually approved prior to the flex time being initiated or accrued by the manager or the employee. Such requests shall be assessed on the basis of the operational requirements of the Employer and in consultation with the work team. Additional premiums shall not apply.

In the event that the flex time cannot be taken within the pay period because of client needs, such flex time may be adjusted in the following two (2) pay periods.

This arrangement differs from accumulated time owing as compensation time earned is for hours worked in addition to the normal work day.

LETTER OF UNDERSTANDING #5**RE: RETIRED EMPLOYEES**

The Employer agrees that with respect to Article 14.8 of the Collective Agreement, Donna Harris, who retired prior to the date of ratification of this Collective Agreement and who was subject to the terms of the predecessor Huron CCAC Collective Agreement, may continue to be enrolled in those benefits plans prescribed in Article 14 of the Collective Agreement, to the extent permitted by the terms and conditions of the benefits plans and subject to the terms and conditions of such benefits plans, on the basis of this employee paying twenty-five (25%) of the premium costs of such plans. This employee shall be required to pay the premium cost(s) monthly in advance.

LETTER OF UNDERSTANDING #6**RE: PAY EQUITY/JOB EVALUATION PROCESS**

The parties wish to enter into a Pay Equity /Job Evaluation maintenance process with agreed terms of reference and evaluation tool in compliance with the requirements of the *Pay Equity Act*.

The Joint Steering Committee (JSC) is an advisory committee, comprised of equal representation from the SW LHIN and CUPE, provides oversight to the Pay Equity/Job Evaluation process. This includes the work of the Joint Job Evaluation Committee (JJEC) and the ongoing maintenance of the plan.

Effective August 1, 2017, a settlement was reached between the parties that initiated a comprehensive review of the pay equity plan and the re-evaluation of all CUPE positions. This work is currently being completed by the JJEC and is scheduled to be completed in 2018. Once completed, the JSC will convene with the purpose of determining how the revised Pay Equity Plan and Job Evaluation Process will be maintained.

LETTER OF UNDERSTANDING #7**RE: CUPE AVAILABILITY/CALL IN PROCEDURE**

The parties agree that the following principles and procedures outlined in this letter pertain to the assignment of casual employees to open shifts.

Examples of open shifts include:

- shifts that are available within the work schedule planner during the development process
- shifts that become available as a result of internal position movement, resignations, medical leaves, personal leave requests
- temporary assignments that are less than 5 months
- maternity/Paternity leaves that are less than 5 months

A single “pool” of casual Patient Care Assistants will be created for all locations within the South West LHIN.

Prior to the posting of the schedule, the employer will send a request for availability to each casual Patient Care Assistant and responses shall be required within 2 weeks. Utilizing this form all casual Patient Care Assistants will also advise of their availability to work at different locations. Casual Patient Care Assistants will identify all areas of interest for training purposes on this form.

A master rotation list will be created for all casual Patient Care Assistants and will be filtered to reflect seniority in descending order and preference of location.

Principles

- Casual Patient Care Assistants shall have a primary location and shall indicate their interest to work in additional locations or to receive training on other teams.
- First offer of a work assignment will go to the casual Patient Care Assistants assigned to the primary team and location whose known availability best aligns with the work assignment and does not disrupt an existing assignment.
- Should there be no casual Patient Care Assistants available and trained from the primary location, offers for a work assignment will go to Patient Care Assistants who have specified their availability for the additional location(s) and or teams and are trained to perform the work.
- Should an employee accept a work assignment it shall be a commitment subject to operational requirements.
- Should a work assignment be offered that was in compliance with the employee's availability and preferred work team (i.e. Access, Hospital, Community or Central Provider Support etc.) but declined, it will be construed as an offer to work and that employee will go to the bottom of the list. The offer will then be given to the next employee on the list, following the rotation accordingly.
- If a work assignment is not offered to an employee because the employee does not possess the skill, ability and knowledge to do the assigned work and offered to and accepted by an employee lower on the list, the next available work assignment that the employee is trained for will be offered regardless of their position on the master rotation list.
- All work assignments will be offered on a rotational basis governed by seniority and the above principles for offers of work.
- Confirmation of work assignments will be communicated by both the employee and employer by LHIN email address, phone or in person.

Procedure

Offers to work will be based on the casual staff possessing the skills, knowledge, ability and qualification to perform all duties involved.

1. For coverage of an unexpected absence or for additional operational support the master rotation list is followed.
2. Should a casual Patient Care Assistant be in the position to receive overtime for a call in work assignment, the employer may bypass the employee and offer the work assignment to another staff that possesses the skill and ability to perform the work which will not result in overtime.
3. The employer may bypass the master rotation list in emergency/urgent, time sensitive situations.

LETTER OF UNDERSTANDING #8**RE: NEWLY INCLUDED POSITIONS****Schedule B – Newly Included Positions**

This schedule identifies the positions that were included in the CUPE 101.6 Bargaining Unit as of a settlement, effective January 24, 2018.

- Clinical Advisor, Regional Wound Care
- Communications Advisor
- Communications Officer
- Contract Advisor
- Data Analyst
- Digital Health Coach
- Digital Health Planner
- Executive Assistant to Sub Region Leads/Directors
- French Language Service Planner
- Health Links Coach
- Patient Safety and Risk Advisor
- Performance & Evaluation Advisor
- Program Facilitator
- Program Outreach Officer
- Program Officer (temporary role)
- Quality Improvement Advisor
- Quality Improvement Coach

As of the Effective date of the Collective Agreement the positions listed on Schedule B are subject to all provisions of this Collective Agreement with the exception of the following:

Where there are administrative requirements, (e.g.) enrolling members in benefit plans, the Employer will advise the Union of the timeframe necessary to implement the changes

Article 11 – Standard hours of Work & Overtime Compensation**Hours of work**

Notwithstanding the hours of work set out in Article 11.1 (a) (i) – (iv) the following hours of work shall be applicable:

Normal Work Week and Day – The Employer may schedule employees who work in positions listed on Schedule B to work the normal work week of Monday through Sunday within the hours of 7:00 a.m. and 10:00 p.m.

Article 13 – Vacations

The person holding the positions listed in Schedule “B” shall maintain their current vacation entitlement until the Collective Agreement provides a greater benefit. Furthermore, unused vacation credits earned prior to this agreement shall be carried forward.

Article 14 – Employee Benefit Plans**Short Term Disability Plan**

The persons holding the positions listed in Schedule “B” who have accrued sick leave credits earned up to the ratification of this agreement, shall be entitled to carry those sick credits forward, until such time as those credits are exhausted.

Unused sick leave credits are not eligible for payout when a person’s employment ends.

LETTER OF UNDERSTANDING #9**RE: ARTICLE 32 – WAGES AND CLASSIFICATIONS PERTAINING TO THE NEWLY INCLUDED POSITIONS**

Further, the parties agree that the Pay Equity / Job Evaluation work that commenced late in 2017, as a result of the August 1, 2017 settlement, will follow through to completion. The work is targeted to be completed in the summer of 2018.

Once completed the parties agree to amend the Wage Grid – Schedule “A”, to reflect the new classification and their corresponding wage grids. Further the parties agree that the implementation of the new classifications and the results of the Pay Equity process, along with the related communication of same to the affected employees, will be determined through a mutual process between the SW LHIN and CUPE.

Until the new classifications are determined, employees in the newly included bargaining unit positions will remain in their current salary band and continue to receive their scheduled pay progressions according to the current criteria for non-union employees.

Any person hired into these included positions prior to the wage grid being established will be paid in the current salary band in place.

LETTER OF UNDERSTANDING #10**RE: NEWLY INCLUDED ADMINISTRATIVE ASSISTANT POSITIONS**

Effective January 24, 2018, Local 101.6 and the South West LHIN agreed to a settlement respecting the classification listed below and their inclusion in the CUPE Bargaining Unit. These employees were employed subject to the Collective Agreement as of the date of the settlement, however; until such time as the parties entered into the renewal of the Collective Agreement, the following provisions of the Collective Agreement did not apply to these employees while in these positions.

These Articles were:

- Article 10 – Remuneration and Schedule A – Salary Grids
- Article 11 – Standard Hours of Work & Overtime Compensation
- Article 13 – Vacations
- Article 14 – Employee Benefit Plans
- Article 19 – Car Allowance
- Article 22 – Bereavement Leave
- Letter of Understanding #4 – Flex Time

Newly Included Administrative Assistants

This schedule identifies the incumbents that held non-union Administrative Assistant positions with the South West LHIN prior to the transition date (*May 24, 2017*) and were then included in the CUPE 101.6 Bargaining Unit as referenced in the settlement above.

Names of the affected employees were removed.

Given that the Administrative Assistant role was an existing classification under the CUPE Bargaining Unit, the parties agree that upon ratification of this agreement the employees listed above are subject to all provisions of the CUPE Local 101.6 Collective Agreement in its entirety.

Where there are administrative requirements, (e.g.) enrolling in benefit plans, the Employer will advise the Union of the timeframe necessary to implement the changes.

The parties also agree that upon ratification of this Collective Agreement the *impacted employees* will receive an hourly wage rate as per the CUPE Collective Agreement. Past service will be considered for placement on the wage grid.

The employees listed shall be entitled to carry forward accrued vacation credits earned up to the ratification of this agreement. Further vacation entitlement will be in accordance with the Collective Agreement.

LETTER OF UNDERSTANDING #11**RE: NEWLY INCLUDED POSITIONS – WORKING FROM HOME**

The parties agree that existing work from home arrangements shall be maintained for the classifications listed below which were included in the CUPE 101.6 Bargaining Unit as of the settlement, effective January 24, 2018.

- Clinical Advisor, Regional Wound Care
- Communications Advisor
- Communications Officer
- Contract Advisor
- Data Analyst
- Digital Health Coach
- Digital Health Planner
- Executive Assistant to Sub Region Leads/Directors
- French Language Service Planner
- Health Links Coach
- Patient Safety and Risk Advisor
- Performance & Evaluation Advisor
- Program Facilitator
- Program Outreach Officer
- Program Officer (temporary role)
- Quality Improvement Advisor
- Quality Improvement Coach

LETTER OF UNDERSTANDING #12**RE: EXISTING TEMPORARY MINISTRY FUNDED POSITIONS THAT EXCEED FIVE (5) MONTHS**

The South West LHIN periodically receives targeted one-time Ministry funding for various programs, projects, and/or initiatives for specific and defined terms. These positions may be full-time or part-time status as defined in the Collective agreement. As of May 23, 2018, there are three employees who are in temporary positions, that are now included in the CUPE Bargaining Unit and do not fall under the criteria for temporary employees identified in Article 7 (e) of the Collective Agreement; one of which holds a primary permanent CUPE position.

Names of the affected employees were removed

The parties agree that as of the effective date of the ratification of this Collective Agreement the employees listed are subject to all provision as signed off on Letter of Understanding #8 – Schedule B dated May 23, 2018 with the *exception* of the following:

Article 14 – Employee Benefit Plans

The persons listed shall maintain their current non-union benefit plans until such time that their current contracts expires on March 31, 2019.

The parties agree that should funding be extended for any of these three positions beyond the original defined term, the incumbent(s) may be extended on a temporary basis by mutual agreement of the parties without re-posting the role.

The parties recognize that *<employee name removed>* also holds a temporary Ministry of Health funded position, as a Health Links Program Officer, up to March 31, 2019, however, they will return to their primary permanent position as the Executive Assistant to the Sub Region Directors at the end of this temporary assignment. As such, *<employee name removed>* is subject to all provisions as signed off on the Letter of Understanding #8 pertaining to Newly Included Positions – Schedule B dated May 23, 2018.

Where employment ends as a result of the temporary assignment concluding, this shall not be the subject of the grievance or arbitration. The parties agree that Article 26 – Layoff and Recall shall not apply to these defined term assignments.

LETTER OF UNDERSTANDING #13**RE: ONE-TIME FUNDING – NEW TEMPORARY POSITIONS THAT EXCEED FIVE (5) MONTHS**

The South West LHIN periodically receives targeted one-time Ministry funding for various programs, projects and/or initiatives for specific and defined terms. These positions may be full-time or part-time status as defined in the Collective Agreement. Should one of these temporary positions fall under the CUPE bargaining unit, the employer will proactively engage with CUPE regarding the program, project and/or initiative, and discuss the requirements and duration around the assignment.

Notwithstanding Article 7(e) of the Collective Agreement, the South West LHIN may hire temporary employees for the duration of the position funding, which generally exceeds five (5) months. Such temporary employment may be extended beyond the original defined term, on a temporary basis, for a specified period by mutual agreement of the parties. Should the assignment be extended, the incumbent(s) may be maintained in the role without re-posting.

In accordance with Article 7(e) seniority shall not accrue to temporary employees unless the temporary role is being filled by an existing full-time, part-time, or casual employee. Should a temporary employee be subsequently engaged as a full-time, part-time, or casual employee without any break in service, the service for purposes of calculating this probationary period and seniority shall accrue from the date of their employment as a temporary employee.

The parties agree that effective the date of the ratification of this Collective Agreement any new employees hired in a temporary position funded by one-time Ministry finding shall be paid in accordance of Schedule A and be covered by Article 3 (Union Security); 5 (No Discrimination); 11 (Hours of Work); 12 (Holidays); 15 (Grievance and Arbitration); 19 (Car Allowance); 22 (Bereavement Leave); 30 (Inclement Weather) of the Collective Agreement. Vacation pay will be in accordance with the *Employment Standards Act*. Temporary employees will be paid ten percent (10%) in lieu of benefits and sick days.

Where employment ends as a result of the temporary assignment concluding, this shall not be the subject of a grievance or arbitration. Further, the parties agree that Article 26 – Layoff and Recall shall not apply to these defined term assignments.

SIGNING PAGE

FOR THE UNION:

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FOR THE EMPLOYER:

Shagh.

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