

COLLECTIVE AGREEMENT

Between

**MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK
OPERATING AS HOME AND COMMUNITY CARE SUPPORT SERVICES
MISSISSAUGA HALTON
(the "Employer")**



And

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 966
(the "Union")**

CUPE·SCFP / *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique

DURATION: April 1, 2021 to March 31, 2024

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ARTICLE 1 – PURPOSE

1.01 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.

Recognition

1.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Mississauga Halton LHIN operating as Home and Community Care Support Services Mississauga Halton save and except those in the position of Supervisor, positions above the rank of Supervisor, Executive/Administrative Assistant reporting directly to a Manager or person above the rank of Manager, HR Attendance & Scheduling Coordinator, Human Resources Assistant, Organizational Development Consultant, Payroll Assistant, Performance Management Consultant, Network Administrator, Application Analyst, Senior Financial Analyst, Finance Coordinator, Facilities Coordinator, Communications Specialist, Contracts Specialist, Ombudsperson, Quality Improvement Lead and those employed in a confidential capacity or exercising managerial functions within the meaning of s. 1(3) the Labour Relations Act.

Clarity Note: There shall be no more than ten (10) persons employed as an Administrative Assistant reporting directly to a Manager.

1.03 The Employer recognizes the following categories of employees:

- a) A permanent full-time employee who is regularly employed for more than twenty-four (24) hours per week.*
- b) A permanent part-time employee who is regularly employed for forty-eight (48) hours or less over a two (2) week pay period.
- c) A temporary employee who is hired on the understanding that employment will not be permanent and will cease upon the completion of the task or project for which the employee was hired.
- d) A casual employee who is not regularly employed however may work for intermittent periods.

1.04 Care Coordinators, Nurse Practitioners, Rapid Response Nurses, and Mental Health and Addictions Nurses are Regulated Health Professionals who are in good standing with their respective College.

- 1.05 Non-bargaining unit employees shall not perform work normally done by members of the bargaining unit except in cases of emergency, training, education, instruction, or where bargaining unit personnel due to insufficient notice of employee absence are not immediately available to perform their normal duties or where client service is jeopardized.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Employer through the Chief Executive Officer and their designates to generally manage the enterprise and, without restricting the generality of that function, to:
- a) Maintain order, discipline and efficiency;
 - b) Hire, promote, demote, transfer, reclassify, discipline or suspend employees, to discharge any employee who has acquired seniority for proper cause, provided that a claim by such employee that they have been improperly dealt with in one of these areas, or discharged without proper cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c) Operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies, to decide on the number of employees needed in any classification, establish job qualifications, determine the location of operations, the schedules and assignment of work, the methods, processes and means of operation, and the extension, curtailment or cessation of operation.
- 2.02 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 3 – RELATIONSHIP

3.01 Discrimination

The Employer and the Union agree that there will be no discrimination by either party or by any employees on the basis of race, creed, colour, place of origin, citizenship, ancestry, sex, sexual orientation, gender identity, gender expression, marital status, family status, age, ethnic origin, disability, or any other factors not pertinent to employment.

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

Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, ref: Ontario Human Rights Code and the Occupational Health and Safety Act.

- a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, disability, sexual orientation, gender identity or gender expression.
 - b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by their employer or agent of the employer or by another employee.
 - c) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to utilize the complaints process as set out in the Employer's harassment policies and process, this does not preclude employees from accessing the grievance procedure.
 - d) In recognizing the importance of a harassment free environment, the Employer will review Employer policies and processes with respect to harassment with the Employee during their orientation period.
 - e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
 - f) The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code and the Occupational Health and Safety Act.
- 3.02 The Union shall not solicit membership or hold meetings during the working hours of employees, except with the consent of the Chief Executive Officer or their designate. Such consent shall not be unreasonably withheld.
- 3.03 Where the singular is used, it shall be deemed to mean the plural where the content so requires.
- 3.04 The employer agrees that a Union Representative shall be allowed up to thirty (30) minutes during regular working hours to meet with a newly hired employee during the newly hired employees' first four (4) weeks of employment. Such meetings may necessitate a Union Representative meeting with the newly hired employee(s) individually or collectively and such meeting shall be arranged in advance between the Manager or their designate and the Union Representative.
- 3.05 The Employer shall provide the present President of the Union or their designate with the names of all successful candidates to a posting, newly hired employees, and employees who have left the bargaining unit.

- 3.06 The Union agrees to provide the Chief Executive Officer or their designate with a listing of Union Representatives and all other Union Officers and maintain listing current.

ARTICLE 4 – CHECK-OFF OF UNION DUES

- 4.01 The Employer agrees to deduct Union dues from each pay for every employee. The monies so deducted shall be forwarded to the local Union Treasurer by the 15th of the month following the one in which the deductions have been made. The Union shall certify the amount of the monthly dues to the Employer.
- 4.02 The Union shall save the Employer harmless from any and all claims for amounts from employees' pay in accordance with the terms of this Article.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts, so long as this Agreement continues to operate.

The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 a) The Union may elect/select a Negotiating Committee of five (5) employees who have completed their probationary period of employment. The Employer shall recognize the Committee when notified in writing of the names of the members and shall meet with the Committee, when necessary, for purposes of negotiation of the terms of this Agreement.
- b) Central Negotiating Committee
In the event that the parties agree to participate in central bargaining between the Canadian Union of Public Employees and the Participating Mississauga Halton LHIN operating as HCCSS Mississauga Halton, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the Participating Mississauga Halton LHIN operating as HCCSS Mississauga Halton and shall be paid for all scheduled shifts missed (including scheduled shifts on the calendar days 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. Notice will be given to the Employer as far in advance as possible.
- 6.02 a) Committee members shall not leave their regular duties for the purposes of conducting any business on behalf of the Union, or in connection with this agreement, without first obtaining the permission of their immediate Manager or their designate. Such permission shall not be unreasonably

denied. Committee members shall suffer no reduction in normal earnings as a result of time spent in negotiations or in servicing grievances.

- b) Elected/selected Union Stewards are entitled to up to four (4) hours of paid time every two (2) months during regular working hours to attend union stewards meetings. Stewards must obtain prior permission from their immediate manager. Such permission shall not be unreasonably denied. Time cannot be carried forward from two months to the next two months.

6.03 Union Management Committee

a) Establishment of Committee

A Union Management Committee shall be established consisting of up to four (4) representatives of the Union and up to four (4) representatives of the Employer.

b) Function of Committee

The Committee may concern itself with the following general matters:

- i. Providing a basis for consultation on issues so that better relations shall exist between management and employees.
- ii. Improving and extending services to the public.
- iii. Reviewing suggestions from employees, questions of working conditions and service standards.
- iv. Making recommendations to correct conditions causing grievances and misunderstandings.

c) Meetings of Committee

The Committee shall meet up to six (6) times per year. Additional meetings may be scheduled upon agreement of the co-chairpersons. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. Meetings will be held within fourteen (14) calendar days of the request to meet.

d) Chairperson of the Meeting

An employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

e) Minutes of Meeting

Minutes of each meeting shall be prepared by the recording secretary. The recording secretary shall be provided by the Employer. The minutes will be signed by the joint chairpersons as promptly as possible after the close of the meeting. Each of the joint chairpersons shall receive a signed copy of the minutes within three (3) working days following the meeting.

f) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective

agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

g) Principles

The Committee will be guided by the following principles:

- i. management and employees working together to resolve matters in the best interests of our clients, each other, and the health care environment;
- ii. predictable schedules that allow people to plan and manage their busy family lives.

6.04 Joint Health and Safety Committee

The Employer and Union are committed to the ongoing objective of protecting employees from accidental injury and occupational diseases. Therefore, the parties will foster on-going joint meetings and inspections with the established Joint Health and Safety Committee to meet this objective.

- a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.
- b) Recognizing its responsibilities under the applicable legislation, the number of committee members will be no less than that determined by legislation. The Union shall notify the employer of their representatives.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to occupational health and safety.
- d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. The Committee shall respect the confidentiality of the information.
- e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

- f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.
- h) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [Occupational Health and Safety Act, s.25(2)(h)].
- i) The Employer will ensure adequate stocks of personal protective equipment to be made available to employees at short notice in the event there are reasonable indications of the emergence of a pandemic.
- j) The employer will train certified workers in accordance with Section 9.12 of the Occupational Health and Safety Act.
- k) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

6.05 Workload

The parties agree that if an employee(s) raises a question concerning workload issues or if the employee is asked to perform work of a quality or in a manner that is inconsistent with the proper professional standards of the relevant College, the employee(s) shall:

- a) Discuss the matter with their immediate Manager in attempt to jointly resolve the employee issue(s) related to workload.
- b) Should employee issue(s) not be resolved, the employee shall put in writing to the Manager, stating the nature of the issue(s), the employee(s) and/or department(s) involved, the details of the issue(s), or the dates when the issue(s) occurred, and suggested solution(s) to the issue(s).
- c) The immediate Manager will involve the applicable Director to explore alternatives toward the resolution of the identified issues. A written response to the employee will be provided within ten (10) working days.

- d) Failing resolution of the issues identified under this provision, the Union shall have the right to refer the matter to the Union Management Committee.

6.06 Correspondence

All correspondence between the parties to this agreement shall pass to and from the Chief Executive Officer or their designate and the President of the Union or their designate with a copy to the CUPE National Representative.

ARTICLE 7 – DISCIPLINE

7.01 Warning

Whenever the Employer deems it necessary to provide verbal or written warning to an employee, the Employer shall, give written particulars of such censure to the employee involved, with a copy to the Local Union President.

7.02 Discharge and Discipline Procedure

An employee who has completed the probationary period may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of a Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer setting out the reason(s) for such discipline or discharge. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

Probationary employees may be terminated at any time in the sole discretion of the Employer for any reason and an arbitrator shall have no jurisdiction to relieve against or substitute a lesser penalty than discharge unless the termination is in violation of the Ontario Human Rights Code.

7.03 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

7.04 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

7.05 Personnel Records

An employee shall have reasonable access to review their personnel record, in the presence of the appropriate Human Resources representative or

designate. An employee may make a copy of any material contained in their personnel record.

Any letter of reprimand, suspension or other sanction shall be removed from the record of any employee after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period.

7.06 License Registration

An employee shall be required to demonstrate that they have maintained the required license, registration, accreditation or certification on request by the Employer. Failure to provide appropriate documentation on request, unless the receipt of the documentation has been delayed through no fault of the employee, will be deemed to be failure to have maintained the said licence, registration, accreditation or certification. An employee who is suspended by any licensing, registering, accrediting, certifying or governing body involved with the supervision of members of their profession shall immediately notify the Employer in writing of their suspension and shall be suspended without pay from their employment until the matter of their suspension by the applicable body has been concluded.

7.07 Driver's License

In the event that an employee whose duties required the individual to be licensed to drive a motor vehicle has their license suspended for non-medical reasons and the employee is able to make alternative arrangements which enable the employee to carry out their normal work functions in a manner which is not more time consuming and which is no more costly to the Employer than prior to the suspension of the license, the employee may continue in employment notwithstanding the suspension of their driver's license.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

8.02 If the party lodging a grievance fails to meet the time limits at any stage, the grievance shall be null and void. If the party replying to the grievance fails to meet the time limits, the grievance shall automatically proceed to the next stage. Time limits at any stage within the grievance process, may only be extended in writing by mutual agreement between the parties.

8.03 If an employee has a complaint involving any matter within the terms of this Collective Agreement, the matter shall be communicated with the immediate Supervisor.

8.04 If the matter cannot be resolved by the immediate Manager, nothing in this Agreement shall prevent an employee from discussing a problem or complaint with the Director without recourse to the formal grievance procedure.

8.05 The formal grievance procedure shall be as follows:

STEP 1

If the verbal discussion with the manager is not satisfactory to the employee concerned, then the grievance shall be reduced to writing, dated and signed by both the grievor and a Union Representative and presented to the grievor's Director or their designate and the Manager, Human Resources within ten (10) working days of the circumstances which gave rise to the grievance. Within five (5) working days after a grievance has been referred to the Director, or their designate, and a Human Resources representative shall meet with the grievor and a Union Representative to discuss the grievance. A written reply to the grievance shall be given within ten (10) working days after this meeting has been held.

STEP 2

If the reply at Step 1 is not satisfactory to the employee concerned, the grievance may, within ten (10) working days following the said reply, be referred to the Director of Human Resources. Within ten (10) working days after a grievance has been referred to the Director of Human Resources and the grievor's Director, or their designates shall meet with the grievor and a Union Representative and a Grievance Officer to discuss the grievance. At this meeting a representative of the Canadian Union of Public Employees will attend if either party requests. A written reply to the grievance will be given within ten (10) working days after this meeting has been held.

8.06 If a grievance involves the discharge of an employee, then reasons for discharge shall be given in writing or where a grievance alleges discrimination or harassment of an individual or group of employees, such a grievance shall proceed directly to Step 2 of the grievance procedure and must be presented in writing, dated and signed, by both the grievor and a Union Representative within ten (10) working days following discharge. A grievance claiming unjust discharge may be settled by confirming the Employer's action or by reinstating the employee and making the employee whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or an Arbitration Board.

8.07 Policy and Group Grievances

The Employer, the Union, or the Union on behalf of a group of employees may file a grievance concerning the general application, interpretation, or administration of this Agreement. Said grievance shall be reduced to writing, dated and signed, and processed at Step 2 of the grievance procedure within twenty (20) working days after the circumstances causing the grievance. The parties agree that no more than three (3) employees from within the group

of employees can attend the grievance meetings (and arbitration if necessary) as set out in this agreement.

8.08 Any of the time allowances provided above and in Article 9 below may be extended in writing by mutual agreement between the parties.

8.09 Settlement agreements reached during the grievance procedure will be in writing.

8.10 Mediation

a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within the time period prior to referral to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

b) No matter may be submitted to Mediation which has not been properly carried through the grievance procedure. The parties may extend the time limits fixed in the grievance procedure.

c) The parties shall agree on a mediator.

d) If no settlement is reached within five (5) days following the Mediation date, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to at Arbitration.

e) The Union and Employer will equally share the cost of the Mediator, if any.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

The parties agree that a grievance, including any question as to whether a matter is arbitrable, that has been properly carried through all steps of the grievance procedure may be referred to arbitration at the written request of either party. If a grievance is to be referred to arbitration by either party, it shall be so referred within thirty (30) working days after the reply at Step 2 of the grievance procedure.

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. Where the request is for arbitration before a sole Arbitrator the referral to arbitration will include the names of proposed sole Arbitrators. Alternatively, arbitration may be before an Arbitration Board in which case the referral to arbitration shall include the name of the parties' nominee to the Arbitration Board.

9.02 Appointment of Arbitrator or Arbitration Board

Where the referral to arbitration is for a sole Arbitrator, the responding party will indicate their agreement to one of the sole Arbitrators proposed or, alternatively, will within seven (7) calendar days propose the names of other sole Arbitrators. The sole Arbitrator or Board Chair is to be agreed between the parties, or failing agreement, appointed by the Minister of Labour.

Where the referral to arbitration is to an Arbitration Board, the responding party shall provide the name of its nominee and the two (2) nominees shall agree on the Chair of the Arbitration Board. If the nominees are unable to agree on the Chair of the Arbitration Board either party can request the appointment of the Chair of the Arbitration Board by the Minister of Labour.

9.03 Decision of the Arbitrator or Arbitration Board

A single Arbitrator shall have the same powers as a Board of Arbitration. The decision of the sole Arbitrator or a majority of the Arbitration Board shall be final and binding upon both parties and the employee or employees affected. The sole Arbitrator or Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.04 Mediation/Arbitration

With respect to any grievance referred to arbitration the parties may jointly agree that the sole Arbitrator or the Arbitration Board has the powers of a mediator/arbitrator under the Ontario Labour Relations Act.

9.05 Fees and Expenses

The fees and expenses of the sole Arbitrator shall be borne in equal shares by the Employer and the Union. The fees and expenses of a Chair of an Arbitration Board shall be borne in equal shares by the Employer and the Union and each party shall be responsible for the fees and expenses of the nominee appointed by it.

ARTICLE 10 – SENIORITY

10.01 The probationary period for a new employee shall be eight hundred and forty (840) hours worked from the employee's most recent date of hire by the employer. After eight hundred and forty (840) hours worked have been completed, seniority shall be effective from the employee's most recent date of hire by the employer at which time the employee's name shall then appear on the next published seniority list. Employees on probation may be terminated without recourse to the grievance procedure.

Extensions to probation may be made on the written agreement of the Manager involved, the Director Human Resources, the Union and those employees directly involved.

10.02 Seniority for permanent full-time and permanent part-time employees is based upon the length of continuous service with the Employer since the employee's most recent date of hire, subject to any leave of absence during which seniority does not accumulate.

a) Permanent Full-Time

A seniority list for all full-time employees based on seniority date shall be drawn and administered by the Employer and posted on the Employer's intranet. A revised list shall be forwarded to the Union by January 15th and July 15th of each year. It is understood that when a full-time employee transfers to part time it will be based on date of hire. It is understood that when a full-time employee transfers to casual or temporary status, their seniority date is converted to hours, based on 1820 hours per year.

b) Permanent Part-Time

A seniority list for all part-time employees based on seniority date shall be drawn and administered by the Employer and posted on the Employer's intranet. A revised list shall be forwarded to the Union by January 15th and July 15th of each year. It is understood that when a part-time employee transfers to casual or temporary status, their seniority date is converted to hours based on 1500 hours per year.

c) Permanent Part-Time to Permanent Full-Time

It is understood that when a part-time employee is transferred to a permanent full-time status, their part time seniority date will be converted to 1500 hours per year of service and applied against the full time 1820 hours per year of service.

New hires shall be placed on the seniority list as of most recent date of hire by the employer once probation is complete. Members who are currently in Job share positions will be on the part-time seniority list.

10.03 a) Effective date of ratification, in the event employees carry the same seniority date, the method of determining who has greater seniority shall be based upon the employee's birthday: month and day (year only applies when the member's share the same month and day).

b) An employee who disputes their ranking on the seniority list shall raise the matter in writing to Human Resources within thirty (30) working days after the list was posted, failing which the list shall be final and binding.

c) Seniority is retained, but not accumulated during an approved leave of absence without pay in excess of thirty (30) calendar days.

10.04 Seniority previously accumulated shall be lost and the employee ceases to be an employee of the Employer when the employee:

a) Quits or retires their employment;

- b) Is discharged for just cause and not reinstated;
- c) Is absent from work without a satisfactory explanation for two (2) working days;
- d) Overstays any leave of absence granted by the Manager without a satisfactory explanation;
- e) Uses a leave primarily for a purpose other than that for which it was granted;
- f) Fails within fourteen (14) calendar days after being notified of notice of recall to notify the Employer that the employee intends to return to work, or if the employee fails to return to work within fourteen (14) calendar days of the date requested unless a satisfactory explanation is established for failure to notify the Employer or failure to return to work.
- g) Loses recall rights under Article 12.02 (j).

10.05 Unless otherwise provided, an employee's seniority shall be lost and the employee ceases to be an employee when an employee who has less than two (2) years of continuous service, has been absent for a period of one (1) calendar year. In respect to those employees with two (2) or more years of continuous service, seniority shall be lost and the employee ceases to be an employee of the Employer when an employee has been absent for a period of two (2) calendar years.

10.06 An employee who accepts a position outside the bargaining unit shall retain but not accumulate seniority while in that position. If an employee is transferred back into the bargaining unit the employee shall be credited with the seniority retained but not accumulated at the point the employee was transferred to a position outside the bargaining unit.

ARTICLE 11 – JOB VACANCIES/STAFF CHANGES

Where the employer decides to fill a vacancy, the following shall apply:

- 11.01 a) i) For a permanent full-time or permanent part-time vacancy, the Employer shall post the notice of the vacancy on the Employer's intranet and the Employer's website for seven (7) calendar days, or such shorter time as the parties may mutually agree.
- ii) In the event a posting is cancelled, the Employer will notify the Union in writing. The Union may submit a written response and a meeting may be held if mutually agreed to.

- iii) For a temporary full-time or temporary part-time vacancy of greater than four (4) months in duration, the Employer shall post the notice of the vacancy on the Employer's intranet and the Employer's website for seven (7) calendar days, or such shorter time as the parties may mutually agree.
- iv) The posting shall include the nature of the position, the current primary assigned location (where applicable) for mileage purposes, the Team (where applicable), the qualifications, required knowledge, education and skills, and minimum and maximum job rates applicable for the classification.
- v) Priority for Job Postings under this Article shall be given to applicants who are members of the bargaining unit.

The first consideration will be given to internal applicants.

When there is a vacancy within a team, the Employer will give consideration to employees within the team who are interested in changing assignment (eg caseload). Such request shall be in writing to the manager, prior to the filling of the vacancy.

- b) Decisions of the Employer in filling a vacancy shall be based on an employee's qualifications, performance, ability and experience, and when these factors are relatively equal, then seniority with the Employer shall be the deciding factor.
- c) An employee on probation shall not be considered for any vacancies unless or until they have successfully completed their probation.
- d) An employee who successfully competes for a posted permanent position may not apply and will not be considered for any other position until the employee has completed nine (9) months in their current assignment unless the posted position would allow the employee to change status (e.g. part-time to full-time) or pursue a promotion.

An employee must complete the term of a temporary position prior to posting into another temporary position.

11.02 The successful internal applicant to a posted vacancy in another classification shall be notified as soon as possible following the close of the competition. The employee shall be given a trial period of two (2) months, during which time the employee will receive orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course, unless there is mutual agreement to the contrary.

Conditional upon successful completion of the trial period, the employee shall be confirmed in the position. Notwithstanding any other provisions in the collective agreement, during the trial period the Employer can temporarily backfill the successful applicant's former position, if at all, without a temporary posting and in any way the Employer considers appropriate, including using casual or temporary employees.

- 11.03 In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned as soon as possible to their former position, wage or salary rate, without loss of seniority and such return will occur within the five (5) shifts immediately following the request to return to their previous position.
- 11.04 The parties shall be entitled, on mutual agreement between the employee, the employer and the Union, to waive the trial period set out in Article 11.02 or to extend it for up to two (2) additional months.
- 11.05 The following procedure will apply where the employer decides to fill one or more available shifts for any period up to and including four (4) months:
- a) All permanent part-time employees who wish to be considered for additional shifts in their classification (e.g. Care Coordinator, Team Assistant) beyond their regularly scheduled shifts, and up to but not in excess of sixty-three (63) hours over a two (2) week pay period, must submit their availability for additional shifts as set out below. In exceptional circumstances, where additional hours are required, a discussion will take place with the union, and the cap on part-time hours may be extended by mutual agreement.
 - i) The following definitions shall apply:
 - A Weekday Shift is a shift commencing before 12:00 noon Monday to Friday. Permanent part-time employees who indicate that they are available for Weekday shifts must be available to work any Weekday shifts that day.
 - An Evening Shift is a shift commencing on or after 12:00 noon Monday to Friday. Permanent part-time employees who indicate that they are available for Evening shifts must be available to work any Evening shifts that day.
 - A Weekend Day shift is a shift commencing before 12:00 noon on a Saturday or Sunday. Permanent part-time employees who indicate that they are available for Weekend Day shifts must be available to work any Weekend Day shifts that day.

- A Weekend Evening shift is a shift commencing on or after 12:00 noon on a Saturday or Sunday. Permanent part-time employees who indicate that they are available for Weekend Evening shifts must be available to work any Weekend Evening shifts that day; and
- ii) There shall be four (4) scheduling periods: June 1 to September 15; September 16 to November 30; December 1 to February 28; and March 1 to May 31.
- Availability for the June to September period shall be submitted in writing to the HR Attendance & Scheduling Coordinator by March 1.
 - Availability for the September to November period shall be submitted in writing to the HR Attendance & Scheduling Coordinator by June 1.
 - Availability for the December to February period shall be submitted in writing to the HR Attendance & Scheduling Coordinator by September 1.
 - Availability for the March to May period shall be submitted in writing to the HR Attendance & Scheduling Coordinator by December 1.
- b) All permanent part-time employees who submit availability as per a) i) and ii) above will be placed on the Additional Shift List for the relevant classification in order of seniority.
- c) Where the Employer decides to fill an available shift(s) the Employer shall offer the shift(s) on a rotational basis from among those permanent part-time employees who have availability for the shift(s) and who are on the Employer's Areas of Knowledge List and able to cover the shift. If the first permanent part-time employee who is available does not accept the offer for any reason the Employer will contact the next permanent part-time employee on the list who is available and qualified, and so on until a permanent part-time employee accepts the offer. If there is no permanent part-time employee who is available and qualified, or if no permanent part-time employee who is available and qualified accepts the shift(s), the Employer shall offer the shift(s) to casual employees who are available and qualified.
- i. The next time the Employer decides to fill an available shift(s) in the same classification the Employer will first offer the opportunity to the permanent part-time employee on the list who is available and qualified and who is immediately below (or back up to the top of the

list where appropriate), the permanent part-time employee on the list who last accepted an offer for an available shift(s), and so on.

ARTICLE 12 – LAYOFFS AND RECALLS

Layoff Procedure

12.01 In the event of a proposed lay-off of ninety (90) working days or more, then, the Employer shall:

- i. provide the Union with no less than thirty (30) calendar days written notice, of the proposed lay-off or elimination of position. Within fifteen (15) calendar days the Employer shall meet with the Union to review the following:
 - a. the reason(s) causing the lay-off;
 - b. the method of implementation including the areas of cut-back and Employees to be laid off.
- ii. provide to the affected employee(s) no less than thirty (30) calendar days written notice of lay-off, or, the notice required by the Employment Standards Act, 2000, as amended, whichever is greater, or pay in lieu thereof.

NOTE: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union and the notice to the employees shall be considered as notice in respect of any subsequent or resultant displacements.

- 12.02
- a) A layoff of employees shall be made on the basis of seniority within the affected classification and primary location (e.g. office, hospital) and status (e.g. from lowest to highest – casual, temporary, permanent part-time, permanent full-time). When an employee is given notice of lay-off, that employee may then be assigned by the Employer to another position within the same salary band or failing such assignment the employee may bump or displace the employee with the least seniority in the same salary band or in the immediately next lower salary band, provided that the employee bumping another employee has the qualifications following a standard orientation process to perform the subject position.
 - b) An employee may not bump or displace another employee in a higher salary band.
 - c) A permanent part-time employee may not bump or displace a permanent full-time employee.

d) A casual employee may not bump or displace a permanent part-time or permanent full-time employee.

e) When an employee is bumped or displaced by the exercise of the rights specified under this Article then the employee so bumped or displaced shall have the same rights as specified in this Article.

f) In the event an employee is not assigned, then, the employee may elect one of the following:

- i. accept lay-off in accordance with this Article and be placed on the recall list;
- ii. accept a voluntary exit package, if offered by the Employer; or,
- iii. accept early retirement if the employee is otherwise eligible therefore under the terms of the applicable retirement plan

Recall Procedure

- a) Employees shall be recalled in order of seniority to available positions within their salary band or the next immediately lower salary band, provided that they have the qualifications to perform the available work following a standard orientation process.
- b) The Employer shall not be obliged to apply the procedure in Article 12.02 (g) if the increase in the workforce is reasonably anticipated by the Employer to last for a period of thirty (30) working days or less.
- c) Notice of recall will be sent by registered mail or priority post. The employee will keep the Employer updated with any change in employee address information. If within fourteen (14) calendar days after being notified of the notice of recall, an employee fails to notify the Employer that the employee intends to return to work, or if the employee fails to return to work within fourteen (14) calendar days of the date requested by the Employer for their return to work, the employee shall lose all seniority, their name shall be removed from the seniority list and the employee shall be deemed to have been terminated unless a satisfactory explanation is established for failure to notify the Employer or failure to return to work.
- d) A laid off employee shall retain the rights of recall for a minimum period of twenty-four (24) months from the date of lay-off.

12.03 Full-time employees will not be laid off as a direct result of their hours of work being divided among two (2) or more part-time employees.

12.04 An employee recalled to work in a different classification from which the employee was laid off shall have the privilege of returning to the position the employee held prior to the layoff should it become vacant within six (6) months of being recalled.

- 12.05 Any correspondence relating to the layoff and recall process, including correspondence to affected employees shall be forwarded to the Union in accordance with Article 6.06.

ARTICLE 13 – BULLETIN BOARDS

- 13.01 The Union shall be allowed to use an electronic bulletin board for the posting of desired literature and the Employer shall post a link to the CUPE Local 966 website on the employer's intranet site.

- 13.02 The Employer shall post a copy of this Agreement on its intranet.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Personal Leaves

The Director may grant leave of absence to employees for personal reasons, provided that reasonable advance notice is given in writing. Such leave shall be without pay, and seniority shall be retained, but not accumulated during an approved leave of absence in excess of thirty (30) calendar days. Personal leaves without pay shall be granted after all other accumulated credits have been exhausted. Casual employees and temporary employees shall not be eligible for personal leaves during any of the Peak Periods stated in Article 17.07.

14.02 Leave for Union Activities

- a) Four (4) employees at one time may be granted leave of absence by the Employer to attend Union meetings to an overall maximum of forty (40) days in a calendar year, provided at least two (2) weeks' notice is given and provided that team requirements for service are met. Such leave, when granted, will be without pay and without loss of accumulation of seniority. The employee's salary shall be continued by the Employer and reimbursed by the Local upon submission of invoice. An exception will be made for the purpose of negotiations whereby the Negotiating Committee of five (5) members will be granted leave at one time.
- b) Only one (1) employee who is elected to a position with the Union shall be granted leave of absence without pay up to a total of forty (40) days per calendar year. There shall be no loss of seniority. No person shall be eligible for union leave under both 14.02 (a) and (b). Additional leave may be requested and will not be unreasonably withheld.
- c) An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority for up to three (3) years. At the end of the leave the employee will return to a comparable position within the same classification.

14.03 Leave to Attend Courses

a) Leave of absence from regularly scheduled hours of work without loss or earnings for the purpose of attending courses, workshops, or seminars directly related to the employee's employment may be granted at the discretion of the immediate Manager or designate. The Employer will post information concerning courses, workshops, or seminars which it considers relevant on the intranet as far as possible in advance so that employees may make application to attend.

b) Educational Leave

The Employer may, at its sole discretion, grant a leave of absence to an employee for educational purposes. An Employee will submit their request for such a leave six (6) months prior to the leave commencing and the employer will provide a response within two (2) months of receiving the request.

Where employees are required by the Employer to take courses, the Employer shall pay one hundred percent (100%) of the tuition and shall pay the employees their regular pay for time during the instruction of the courses. Such time shall not be counted for calculation of overtime.

An employee may be granted leave of absence up to one (1) year to attend University or Community College for further Education. An employee may be granted a leave of absence up to two (2) years to attend University to obtain a Masters Degree. Where the period of the leave is more than thirty (30) calendar days any vacation pay or credits then outstanding will be paid to the employee. Employees may if they wish use vacation or other credits failing which such leave shall be without pay, and seniority shall be retained, but not accumulate. At the end of the leave the employee will return to a comparable position within the same classification.

14.04 Pregnancy and Parental Leave

a) Pregnancy and Parental leaves will be granted in accordance with the provision of the Employment Standards Act, except where amended in this provision.

b) If possible, the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.

c) The employee shall reconfirm or otherwise submit their intention to return to work by written notification at least four (4) weeks in advance. Where an employee returns to work during the statutory leave period, the employee will return to the position that they held immediately prior to the commencement of their leave, provided the position still exists, otherwise the employee will be assigned to a comparable position within the same classification.

- d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of their parental leave of up to sixty-one (61) weeks. The employee must give the Employer written notice that they do not intend to make their contributions, if any.
- e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration (63 weeks when pregnancy leave is not taken).
- f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave up to sixty-one (61) weeks duration, in accordance with the Employment Standard Act. An employee, who is eligible for parental leave in accordance with the Employment Standard Act, because the employee is an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with the subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- g) Supplemental Unemployment Benefit (SUB) Plan
An employee who is on a pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act and its regulations thereto shall be paid a supplemental unemployment benefit. That benefit will be equivalent to twenty (20) percent of their weekly insurable earnings to a maximum of \$180.00 per week. Such payment shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Mississauga Halton LHIN operating as HCCSS Mississauga Halton 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 eighteen (18) weeks.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, 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 Insurance Act.

14.05 Bereavement Leave

In the event of the death of an employee's spouse, father, mother or child, the Chief Executive Officer shall grant five (5) working days leave of absence with pay.

In the event of the death of a mother-in-law, father-in-law, brother, sister, grandparent or grandchild, the Chief Executive Officer shall grant three (3) working days leave of absence with pay.

Death of a sister-in-law or brother-in-law shall result in leave of one (1) day with pay for the purpose of attending the funeral. Pay shall be at the employee's regular rate and only that time which would have been normally worked shall be paid for.

Additional leave of absence without pay for necessary travel time will be granted upon request.

14.06 Jury/Witness Duty

If a permanent full-time employee is required to serve jury duty or summoned as a witness, the Employer will pay full wages at their regular rates, provided the employee turns over to the Employer all monies received, less expenses, for jury duty, and provided that the employee reports for work when not required for jury duty.

Where an employee is summoned and required to appear in court to give evidence by reason of their involvement in the case in their professional capacity, a manager may accompany the employee if necessary, and if requested by the employee.

A permanent part-time employee shall only receive pay for those hours spent on jury duty or if summoned which coincide with their regularly scheduled hours unless their attendance is by reason of their involvement in the case in their professional capacity.

14.07 Personal Emergency Leave

Employees are eligible for up to a maximum of ten (10) unpaid leave days per calendar year for personal emergency leave due to illness, injury and certain other emergencies and urgent matters pursuant to, and in accordance with the Ontario Employment Standards Act.

14.08 Quarantine Leave

Where the Medical Officer of Health requires an employee to be quarantined as a result of the employee carrying out their duties for the Employer and the employee is not entitled to benefits for loss of earnings under the Workplace Safety & Insurance Act of Ontario, the employee shall be entitled to a paid leave of absence for the period of quarantine required by the Medical Officer of Health.

14.09 Family Medical Leave

Employees are eligible for Family Medical Leave, in accordance with the Ontario Employment Standard Act, as amended from time to time.

14.10 Pre-Paid Leave

The Employer agrees to introduce a pre-paid leave funded entirely by the employee and at no cost to the Employer subject to the following terms:

- a) The plan is available to an employee wishing to take a one (1) year leave of absence and to finance the leave through deferral of salary from the previous years. Such deferred salary is to be accumulated and together with interest (determined in accordance with the relevant Bank of Canada interest rate in effect from time to time) paid out during the leave in accordance with the payment schedule as may be agreed to by the employee and the Employer.
- b) Employees must make written application to the Employer requesting permission to participate in the plan and set out the deferral program requested.
- c) The Employer shall respond to a request for Pre-Paid Leave within thirty (30) calendar days following receipt of the request, in writing.
- d) During the four (4) year period of salary deferral, the employee's gross earnings will be deducted and held for the employee.
- e) During the period of the leave service will accumulate and seniority shall be retained but shall not accumulate.
- f) An employee may withdraw from the plan upon three (3) months written notice to the Employer. Deferred salary plus any interest accrued shall be returned to the employee within thirty (30) calendar days.
- g) If an employee resigns, the deferred salary and accrued interest shall be returned to the employee within thirty (30) calendar days.
- h) Upon return from a Pre-Paid Leave, the employee will return to the position that they held immediately prior to the commencement of their leave, provided the position still exists, otherwise the employee will be assigned to a comparable position within the same classification.
- i) Subject to the provisions of the relevant benefit plans, an employee on Pre-Paid Leave may elect to continue in the group benefits plans if they pre-pay 100% of the employee and the Employer's share of the premium costs of the benefits before commencing the leave. Postdated cheques will

be provided to the Employer by the employee upon commencement of such leave.

14.11 Storm Leave

Where weather conditions are such that an 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, should such credits be available. Should vacation or compensatory time credits not be available, such time should be charged to leave of absence without pay.

If the office is closed, and an alternate workplace is not identified by the Chief Executive Officer or designate due to weather conditions which either prevents the employee from reporting to the Mississauga Halton LHIN operating as HCCSS Mississauga Halton office or causing the employee to leave the office early then the employee shall not suffer a loss of pay for the time lost.

14.12 Domestic or Sexual Violence Leave

Employees are eligible for Domestic or Sexual Violence Leave, in accordance with the Ontario Employment Standard Act, as amended from time to time.

ARTICLE 15 – PHONE-IN

15.01 Employees who are unable to report for work at their regularly scheduled time shall make every reasonable effort to phone into the Attendance Line at least sixty (60) minutes prior to the start of their shift. In cases of emergency the call may be made by another person on their behalf. Similarly, employees are required to advise the Attendance Line of the reason for their absence and anticipated date of return as far in advance as possible.

ARTICLE 16 – HOURS OF WORK

16.01 The Employer does not guarantee any hours of work.

The Employer agrees to provide forty-five (45) calendar days notice to employees of a change in scheduled hours of work.

16.02 a) The regular work week for permanent full-time employees shall consist of thirty-five (35) hours per week, with five (5) days of regular daily working hours of seven (7) hours each, exclusive of a one (1) hour unpaid meal period and each half day a fifteen (15) minute paid rest period. The regular days of work will be Monday to Friday. Employees may voluntarily agree to work hours and/or days of work other than those set out.

b) Notwithstanding Article 16.02(a) above, where the Employer determines that it requires other hours and/or days of work for operational reasons the following will apply:

- i. A new or vacant position may be posted under Article 11.
- ii. Changes to hours and/or days of work other than in Article 16.02(a) may be offered to all employees in the relevant team or classification as appropriate and the most senior employee(s) who wishes to work the shifts will be assigned to the shifts provided that the employee has the necessary qualifications, performance, ability, and experience.
- iii. If the shifts are not assigned under (ii) above, the Employer may assign the shifts to the most junior employee(s) in the team or classification as appropriate.

16.03 The work week shall be Monday to Sunday 8:00 am to 10:00 pm.

Notwithstanding any wording to the contrary should it become necessary to establish shifts between 2200 and 0800 hours the Employer agrees it will post such shifts.

16.04 There will be no split shifts.

16.05 There will be a minimum of twelve (12) hours off between shifts, unless mutually agreed between the employee and the Manager. In the event there is not a minimum of twelve (12) hours off between shifts the Employer will compensate the employee at the rate of one and one-half (1 ½) times the employee's regular straight hourly rate of pay for each hour worked after the commencement of the employee's next scheduled shift until twelve (12) have elapsed since the end of the employee's last scheduled shift.

16.06 No employee will be required to work more than six (6) consecutive days unless mutually agreed between the employee and the Manager. There will be a minimum of two (2) consecutive days off per week unless mutually agreed between the employee and manager.

16.07 An employee may request that their Manager provide written approval of an alteration of the scheduled starting or finishing time of their scheduled hours of work by up to sixty (60) minutes. Where such requests are approved it is understood and agreed that the employee will not be eligible for or receive any premium payments including for example weekend premiums or evening premiums. The maximum duration of such an arrangement shall not exceed six (6) calendar months unless further agreement from the Manager is obtained.

16.08 Overtime in excess of thirty-five (35) hours per week or seven (7) hours per day must be pre-authorized by the Manager. Hours worked beyond thirty-five (35) hours in a week or seven (7) hours per day shall be overtime. When overtime is pre-authorized Monday to Saturday, employees will be compensated for overtime at the rate of time and one-half or straight

compensating time off, at the option of the employee. When overtime is pre-authorized on Sunday, employees will be compensated for overtime at the rate of double time or straight compensating time off, at the option of the employee. Compensating time shall be mutually agreed by the employee and their Manager.

Any time in the Compensating Time Bank in excess of twenty-one (21) hours that is not taken in each quarter of the Employer's fiscal year shall be paid out at the appropriate rate.

If a permanent full-time or permanent part-time employee transfers into a casual position all time in their compensating time bank shall be paid out.

In the application of this Article "Paid Holidays" shall be deemed hours worked.

16.09 On-Call Service

An employee who is scheduled to remain available to conduct the work of the Employer via the telephone, except as required in part (c) below, during the on-call period as defined by the employer shall be compensated as set out below:

- a) Two (2) hours, at the employee's straight time hourly rate, will be paid for each on-call period; and
- b) In the event the employee is required to respond to calls, compensation will be at the rate of time and a half for all hours worked. On Sundays and paid holidays, compensation will be at the rate of double time. In the event an employee spends any time engaged in telephone work for the Employer during the on-call period, the employee shall be paid a minimum of one-half hour at the applicable rate.
- c) For classifications that provide direct care (for example Rapid Response Nurses, Mental Health & Addictions Nurses, and Nurse Practitioners), where an employee determines, based on their clinical judgment and discretion, an in-person visit is required during the on-call period, this provision will not prevent or restrict the employee from seeing a patient in-person.
- d) The Employer will maintain a roster of qualified employees who volunteer to participate in the on-call service. In the event there are insufficient volunteers, the Employer will meet with the union and adhere to Article 16.01 prior to scheduling employees, who have completed their probationary period and who are qualified on a seniority basis starting at the bottom of the seniority list and in accordance with the Ontario Employment Standards Act.

16.10 Weekend Premium

Any employee who works a shift which extends into the weekend hours will receive a weekend premium of two dollars (\$2.35) per hour for all time

worked, to the closest fifteen (15) minute increment between 23:59 Friday and 23:59 Sunday.

16.11 Evening Premium

Any employee who works a shift which extends beyond 16:30 (Monday through Friday) will receive an evening premium of one dollar and ninety cents (\$1.90) per hour for all time worked, to the closest fifteen (15) minute increment after 16:30. In the event the shift extends beyond 2100 (Monday through Friday), the premium will increase to one dollar and ninety-five cents (\$1.95) for all time worked, to the closest fifteen (15) minute increment beyond 21:00.

Note: this premium does not apply to employees who flex their shift into the evening hours as defined above.

16.12 No Pyramiding

It is understood and agreed that the employee's hourly rate in this Agreement does not include weekend or evening premiums. Accordingly, the evening and weekend premiums are not included in the hourly rate for the purpose of computing any other premium or overtime payments.

16.13 Callback Pay

Where an employee has completed their regularly scheduled shift and left the premises and is called back to work outside of their regularly scheduled working hours, the employee shall be paid a minimum of three (3) hours pay. These hours will be paid at the applicable straight time hourly rate or the applicable overtime rate.

16.14 Attendance Pay

An employee who is not scheduled to work and is required by the Employer to attend, and does attend, a staff education or in-service meeting shall be entitled to receive three (3) hours of pay at straight time for such attendance at the education or in-service meeting, or pay for the actual number of hours in attendance at the education or in-service meeting, whichever is greater.

16.15 While it is anticipated that staffing requirements will be met from amongst persons regularly assigned to such shifts, circumstances may arise where coverage by other employees with the qualifications and experience to perform the work may be required on these shifts. In such circumstances, the Employer will seek coverage within the relevant team then by classification as appropriate according to the following sequence:

- a) First offer additional hours to permanent part-time or job share employees not currently scheduled to the maximum hours as per Article 11.05;
- b) Attempt to schedule casual employees not currently scheduled to a maximum of seventy (70) hours per bi-weekly pay period;

- c) Schedule permanent full-time employees who volunteer to be scheduled on overtime on a rotational basis according to seniority;
- d) Schedule permanent part-time employees who volunteer to be scheduled on overtime on a rotational basis according to seniority;
- e) Schedule casual employees who volunteer to be scheduled on overtime on a rotational basis according to seniority;
- f) Assign employees, who have completed their probationary period, to overtime, on a rotational basis according to seniority starting at the bottom of the seniority list.

16.16 Regular schedules will not be posted for permanent full-time and permanent part-time employees (except for those employees working in the Access Care Team or hospital sites) – these employees have access to their schedules via QSS. Schedules for permanent part-time employees for shifts beyond their regularly scheduled hours of work will be posted monthly.

16.17 The Employer will provide employees with a minimum of forty-eight (48) hours notice of a cancellation of scheduled hours. If the forty-eight (48) hours notice of cancellation is not provided then the Employer will pay the employee for all regular straight time wages that would have been earned had the hours of work not be cancelled however, if any portion of the hours cancelled fall outside the forty-eight (48) hour period then there will be no further cancellation pay for those hours.

ARTICLE 17 – CASUAL AND TEMPORARY EMPLOYEES

17.01 Casual and temporary employees are defined in Article 1.02.

17.02 Casual and temporary employees are covered only by the provisions in these articles: Article 1, 2, 3.01, 3.02, 3.03, 4, 5, 6, 7, 8, 9, 14.01, 14.04a-f, 15, 16.03, 16.08, 16.10, 16.11, 16.12, 17, 20, 23, 24, and 25.

17.03 The probationary period for a new employee shall be eight hundred and forty (840) hours worked from the employee's most recent date of hire by the employer. After completion of the probationary period the employee's name shall appear on the next published casual & temporary seniority list. Employees on probation may be terminated without recourse to the grievance procedure.

17.04 A seniority list for all casual and temporary employees based on hours paid shall be drawn and administered by the Employer and posted on the Employer's intranet. There shall be a cap of 1820 hours per year for seniority purposes. A revised list shall be forwarded to the Union by January 15th and

July 15th of each year. It is understood that when a casual employee's seniority is converted to permanent full-time or permanent part-time the conversion date shall not predate the employee's most recent date of hire by the employer and shall be calculated based on 1500 hours per year.

- 17.05 Casual and temporary employees may apply for permanent full-time or permanent part-time positions at any time provided they have completed their probationary period. However, an employee who accepts a temporary assignment for six (6) months or greater (e.g. a Pregnancy/Parental Leave) may not apply for, and will not be considered for any other temporary assignment until the current assignment is at an end, unless the posted position would allow the employee to change status.
- 17.06 Wages for casual and temporary employees will be in accordance with Article 23 and increments will be based after 1820 hours worked in each step of each band. In the event an employee accepts a permanent full-time position the employee shall be placed on the same step in the same salary band at the time of the appointment. The date for progression to the next step will be established based on the projected completion of 18:20 hours.
- 17.07 Any hours worked in excess of an approved shift must be pre-authorized by the immediate Manager. Casual and temporary employees will be compensated for overtime for hours worked in excess of thirty-five (35) hours per week or seven (7) hours per day.
- 17.08 Casual and temporary employees who are called into work shall be paid a minimum of three (3) hours at their regular rate of pay unless such time worked results in overtime, in which case, the applicable overtime rate shall be paid.
- 17.09 Casual and temporary employees will be eligible for the shift premiums in accordance with Article 16.
- 17.10 There shall be no pyramiding of any premium payments.
- 17.11 Effective upon date of hire, casual and temporary employees will receive six percent (6%) of their regular straight time hourly rate in lieu of vacation on each bi-weekly pay. It is understood and agreed that the casual and temporary employee's hourly rate in this Agreement does not include the additional percentage in lieu of vacation pay and is therefore not included for the purpose of computing any premium or overtime payments. Casual and temporary employees who become permanent full-time or permanent part-time employees will be subject to vacation entitlement under Article 18 effective their date of appointment to a permanent position.
- 17.12 Effective upon date of hire, casual and temporary employees will receive thirteen percent (13%) of their regular straight time hourly rate in lieu of benefits, including holiday pay. It is understood and agreed that the casual

and temporary employee's hourly rate in this Agreement does not include the additional percentage in lieu of benefits and is therefore not included for the purpose of computing any premium or overtime payments. In the event the employee chooses to participate in the pension plan (21.06), this in lieu of benefits will be reduced to nine percent (9%). An employee who opts in or out of the pension plan will do so in accordance with the rules and regulations of the pension plan. A casual or temporary employee who is appointed to a permanent full-time position will be eligible for benefits in accordance with Article 21.

17.13 Availability & Scheduling of Casual Employees

- a) Availability does not guarantee hours of work or scheduled shifts. Casual are utilized to fill shifts as and when required by the employer. Available shifts will be offered to casual employees subject to Article 11.05 of the collective agreement concerning permanent part-time employees who wish to be considered for additional shifts.

- b) For the purposes of assigning shifts, the following definitions shall apply:
 - i. A Weekday Shift is a shift commencing before 12:00 noon Monday to Friday. Casual employees who indicate that they are available for Weekday shifts must be available to work any Weekday shifts that day.
 - ii. An Evening Shift is a shift commencing on or after 12:00 noon Monday to Friday. Casual employees who indicate that they are available for Evening shifts must be available to work any Evening shifts that day.
 - iii. A Weekend Day shift is a shift commencing before 12:00 noon on a Saturday or Sunday. Casual employees who indicate that they are available for Weekend Day shifts must be available to work any Weekend Day shifts that day.
 - iv. A Weekend Evening shift is a shift commencing on or after 12:00 noon on a Saturday or Sunday. Casual employees who indicate that they are available for Weekend Evening shifts must be available to work any Weekend Evening shifts that day.

- c) Casual employees must be available for Peak Periods as follows:
 - i. For the Summer Peak Period June 15 – September 15 casual employees must be available for a minimum of three (3) shifts per week for a minimum of nine (9) weeks.
 - ii. In addition, casual employees must be available to work at least three (3) shifts per week for the Christmas/New Year's Peak Period December 15 – January 15 OR the March Break Peak Period for the month of March.

- d) Other than the availability for Peak Periods in (c) above, casual employees must also be available to work six (6) shifts per calendar month.
- e) There shall be four (4) scheduling periods: June 1 to September 15; September 16 to November 30; December 1 to February 28; and March 1 to May 31. Availability for each scheduling period coincides with the vacation scheduling period for permanent employees.
 - i. Availability for the June to September period shall be submitted in writing to the HR Attendance & Scheduling Coordinator by March 1.
 - ii. Availability for the September to November period shall be submitted in writing to the HR Attendance & Scheduling Coordinator by June 1.
 - iii. Availability for the December to February period shall be submitted in writing to the HR Attendance & Scheduling Coordinator by September 1.
 - iv. Availability for the March to May period shall be submitted in writing to the HR Attendance & Scheduling Coordinator by December 1.

Casual employees who fail to submit minimum availability without a reasonable explanation satisfactory to the employer may not be scheduled by the Employer for the upcoming scheduling period. An employee who fails to submit minimum availability a second time may be terminated.

- (f) Casual employees are responsible for advising the Human Resources Department in writing of any change(s) to their address or telephone number(s). Such updated information will be deemed to be the most current information for the purposes of contact, including scheduling.
- (g) The Employer will endeavour to post work schedules for casual employees at least one (1) month in advance, it being understood that casual employees will only be paid for shifts actually worked. Further, casual employees who are required to work on a paid holiday under Article 19.01 will be compensated in accordance with the Employment Standards Act of Ontario.
- (h) Casual may be assigned to work at any Employer location.
- (i) The failure of a casual employee to report for and work through a scheduled assignment is particularly disruptive to the Employer and other bargaining unit employees and, accordingly, an employee who fails to do so without a reasonable explanation satisfactory to the employer may not be scheduled for the remainder of that scheduling period. An employee who fails to submit minimum availability a second time may be terminated.

- (j) Casual employees who have not already been scheduled must be available to be contacted by phone until 9:30 a.m. on any day for which they have submitted availability, failing which it will be considered as declining a shift. In the absence of a reasonable explanation satisfactory to the employer, a casual employee who is assigned and declines three (3) shifts in a month (which were previously submitted as available) may not be scheduled for the remainder of that scheduling period. An employee who fails to submit minimum availability a second time may be terminated.
- (k) For the purposes of mileage reimbursement, casual employees will be assigned to the Mississauga office.
- (l) After satisfying Article 11.05, where the Employer decides to fill an available shift(s) the Employer shall offer the shift(s) on a rotational basis from among those casual employees who have availability for the shift(s) and who are on the Employer's Areas of Knowledge List and able to cover the shift. If the first casual employee who is available does not accept the offer for any reason the Employer will contact the next casual employee on the list who is available and qualified, and so on until a casual employee accepts the offer.

ARTICLE 18 – VACATIONS WITH PAY

18.01 Vacations with pay shall be granted to permanent full-time employees in accordance with the following schedule and will be accrued on a bi-weekly basis based on their most recent date of hire as a permanent full-time employee:

Salary Band 5-7

- Less than fourteen (14) years - 5.38 hours per full pay period worked (Four (4) weeks per year)
- After fourteen (14) years - 6.73 hours per full pay period worked (Five (5) weeks per year)
- After nineteen (19) years - 8.08 hours per full pay period worked (Six (6) weeks per year)

Salary Band 1-4

- Less than five (5) years - 4.04 hours per full pay period worked (Three (3) weeks per year)
- After five (5) years - 5.38 hours per full pay period worked (Four (4) weeks per year)
- After fourteen (14) years - 6.73 hours per full pay period worked (Five (5) weeks per year)
- After nineteen (19) years - 8.08 hours per full pay period worked (Six (6) weeks per year)

Note: No employee shall have their current number of weeks of vacation per year reduced as a result of the implementation of Article 18.01, and any future increase in the number of weeks of vacation per year will be in accordance with Article 18.01.

Vacation must be earned before it is taken.

Any unpaid leave of absence in excess of thirty (30) consecutive calendar days (other than statutory leaves for which vacation continues to accrue such as Pregnancy and Parental Leave) shall result in prorated loss of vacation for the period of absences. The employer may cash out outstanding vacation credits to the employee for unpaid leaves that exceed six (6) months.

For the purposes of vacation accrual under Article 18.01, paid holidays, paid vacation, paid Union business leave and any paid leaves of absences under Article 14 shall be deemed hours worked.

For employees who are not on the Attendance Management Program, paid sick time will be deemed hours worked. For clarity, paid sick time for employees who are on the Attendance Management Program will not be deemed hours worked.

18.02 A permanent part-time employee shall receive vacation pay on each bi-weekly pay on the basis of the following schedule based on their most recent date of hire as a permanent full-time or part-time employee. Any vacation time would be without pay.

Salary Band 5-7

- Less than fourteen (14) years - 8% of earnings
- After fourteen (14) years - 10% of earnings
- After nineteen (19) years - 12% of earnings

Salary Band 1-4

- Less than five (5) years - 6% of earnings
- After five (5) years - 8% of earnings
- After fourteen (14) years - 10% of earnings
- After nineteen (19) years - 12% of earnings

18.03 Vacations will be granted consistent with the staff requirements of the Employer and an employee may, subject to Article 18.06 take vacation at any time desired in accordance with seniority and with the consent of the Manager. Vacation requests shall not be unreasonably denied.

18.04 If an employee's employment is terminated for any reason, payment on a proportionate basis to vacations entitled to, but not taken, will be paid at such termination.

18.05 An employee's accumulated vacation entitlement at any point in time shall not exceed the total vacation days earned over eighteen (18) months. The

Employer will notify employees when they reach sixteen (16) months of earned vacation days.

- 18.06 The parties agree to discuss at UMC in the month prior to the vacation submission deadlines, the vacation availability for staff in each program/department if known. The parties further agree, that 2 weeks in advance of the vacation submission deadline the employer shall share with the Union and employees the availability for that vacation period.

There shall be three (3) vacation scheduling periods by Team for Peak Periods as follows: Summer Peak Period: June 15 to September 15; March Break Peak Period: March 1 to March 31; and Christmas/New Year's Peak Period: December 15 to January 15. An employee shall be limited to a maximum of two (2) consecutive week's vacation in the Summer Peak Period. However, if the vacation of another employee is not affected in any way and efficient operations can be maintained, the Employer may allow a vacation longer than two (2) consecutive weeks.

- a) Requests for vacations in the Summer Peak Period shall be submitted in writing to the Manager by March 15 and will be approved by April 15.
- b) Requests for vacations in the March Break Peak Period shall be submitted in writing to the Manager by December 15 and will be approved by January 15.
- c) Requests for vacations in the Christmas/New Year's Peak Period shall be submitted in writing to the Manager by August 15 and will be approved by September 15.

Once all peak period vacation requests have been approved, a final electronic vacation schedule for each team shall be posted and accessible for all team members to review.

Vacation requests submitted after the respective deadlines or outside of Peak Periods will be approved on a first come, first served basis, subject to operational requirements.

Once approved by the Manager, peak period vacation requests are set and may not be cancelled except when there is an emergency or unforeseen circumstances the employee will notify the manager and seek approval to alter their original request based on vacation availability.

- 18.07 In conjunction with Article 18.03 and 18.06, priority will be given to employees requesting full week equivalent(s) off, over requests for a single day.

For clarity a full week equivalent is defined as the number of shifts you are regularly scheduled to work in a 7-day period.

18.08 Bereavement While on Vacation

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 14.05. 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.

18.09 Illness While on Vacation

Where an employee's scheduled vacation is interrupted due to serious personal illness/injury such employee is hospitalized and/or bedridden as a direct result of hospitalization, as certified by a qualified practitioner's physician's certificate, such period of illness shall be considered sick leave, subject to Article 15 – Phone-In and Article 22- Sick Leave. The employee must advise their Employer as soon as is practicable after occurrence of the illness or injury.

ARTICLE 19 – PAID HOLIDAYS

19.01 The following days will be recognized as paid holidays. If an additional statutory holiday is declared during the term of this agreement it shall be observed in lieu of one float holiday.

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

When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be designated by the Employer as a holiday in lieu of the holiday falling on the Saturday or Sunday.

Note: Where Christmas Day or Boxing Day fall on a Saturday or Sunday the preceding Thursday and Friday or the succeeding Monday and Tuesday may be designated by the Employer as the holidays in lieu of the holidays falling on the Saturday or Sunday.

19.02 a) In addition to the above paid holidays, permanent full-time employees are entitled to three (3) floating holidays per calendar year (one in each third of the year). Floats must be taken by December 31st and are scheduled by mutual agreement between the employee and Manager including that partial days may be scheduled to meet the needs of personal appointments. Employee requests shall not be unreasonably denied. There is no banking or payout of floats.

b) Permanent part-time employees are entitled to one (1) floating holiday per calendar year which must be taken by December 31st and is scheduled by mutual agreement between the employee and Manager including that partial

days may be scheduled to meet the needs of personal appointments. There is no banking or payout of the float.

- 19.03 A permanent full-time employee required to work on any of the paid holidays in Article 19.01 will receive, in addition to their normal day's pay, payment at the rate of double time for all hours worked on the designated holiday. An employee who works seven (7) hours on any of the above holidays will be granted, on request, unpaid leave of absence of one day within sixty (60) calendar days at their option.
- 19.04 When any of the paid holidays in Article 19.02 occur during an employee's vacation, that day shall not be a vacation day.
- 19.05 In order to qualify for payment of a paid holiday under Article 19.01 a permanent full-time employee is required to work the full scheduled shift immediately preceding and the full scheduled shift immediately succeeding the holiday except where absence on either or both of said days is due to verified personal illness or absence on approved leave of absence of less than thirty (30) calendar days.
- 19.06 a) Holiday pay for paid holidays under Article 19.01 for permanent part-time employees is included within the percentage in lieu of benefits (see Article 21).
- b) A permanent part-time employee required to work on any of the paid holidays in Article 19.01 will receive payment at the rate of time and one-half for all hours worked on the designated holiday in addition to an additional day off at their regular pay which must be taken within sixty (60) calendar days of the designated holiday, or, at a date mutually agreeable between the employee and their Manager, failing which it shall be paid out. The request for such time shall not be unreasonably denied.
- 19.07 Notwithstanding 19.03 and 19.06 where the employer requires employees to work the paid holiday, the work shall be offered first to permanent full-time employees in order of seniority. If there are insufficient volunteers the employer shall offer the paid holiday to permanent part-time employees in order of seniority. If there are insufficient volunteers the employer shall offer the paid holiday to casual employees in order of seniority and based on availability. If there are insufficient volunteers the employer shall assign the permanent part-time employee in reverse order of seniority on a rotational basis. If sufficient coverage cannot be obtained through the foregoing steps, the employer shall assign full-time employees in reverse order of seniority on a rotational basis.
- 19.08 Employees may be granted a leave of absence without pay if required by the tenets of their religious faith to observe a spiritual or holy day and requests for such leaves without pay shall not be unreasonably denied. Employees shall provide the Employer with a minimum of four (4) weeks written notice when

requesting such time off without pay. Employees may request to use accrued paid time such as vacation, or compensating time or floating holidays.

19.09 Subject to operational considerations the Employer will consider requests by part-time employees that the part-time employee will have Christmas Day off work one year and New Year's Day off the following year.

ARTICLE 20 – TRANSPORTATION ALLOWANCE

20.01 Effective June 10, 2014, all employees shall receive a transportation allowance of \$0.50 per kilometre to be paid in accordance with the Employer's travel allowance policy whenever employees are required to operate a privately owned automobile in the course of their employment.

Effective April 1, 2015, all employees shall receive a transportation allowance of \$0.51 per kilometre to be paid in accordance with the Employer's travel allowance policy whenever employees are required to operate a privately owned automobile in the course of their employment.

20.02 Mileage may be claimed from the employee's first call of the day to the last call of the day. However, if the distance from the employee's home to the first call of the day or from the last call of the day to their home is greater than the distance from their home to their primary location, then mileage may be claimed for the difference.

ARTICLE 21 – GROUP INSURANCE AND PENSION PLANS

21.01 The Employer shall continue to pay premiums for Health Insurance Reciprocal of Canada (HIROC) coverage while performing their assigned duties for the Employer.

21.02 The Employer agrees to provide at its cost the following insured benefit plans in accordance with the rules and regulations of the plans held by the insurance companies to all permanent full-time employees. The Employer may substitute another carrier for any of the following insurance plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Union of any changes in carrier at least thirty (30) calendar days prior to implementing such change.

- a) Life insurance of two times annual salary.
- b) Semi-private hospital accommodation.
- c) Extended health benefit on a \$10.00 individual and \$10.00 family deductible basis. The maximum coverage for hearing aids is \$500 every five (5) years.

- i. Drug Card is subject to a dispensing fee cap of \$10.00 per prescription filled.
- ii. Reimbursement for eligible "Practitioner services" at \$375 per year. No requirement for physician's written authorization. Practitioner services include the following: physiotherapist, clinical psychologist, massage therapist, speech-pathologist, chiropractor, osteopath, naturopath, podiatrist or chiropodist.
Effective April 1, 2022, reimbursement for eligible physiotherapist services will be \$415 per year.
Effective April 1, 2023, reimbursement for eligible massage therapist services will be \$400 per year, and eligible chiropractor services will be \$395 per year.
- iii. Orthotic coverage of one pair per calendar year of a covered person to a maximum of \$500.
- d) Accidental death and dismemberment insurance of two times annual salary.
- e) Dental plan – to be administered based on a one (1) year lag of the current O.D.A fee schedule. The basic plan to be 100% paid by the Employer. The major restorative benefit including orthodontic benefit to be 50% paid by the Employer with the employee portion being paid through payroll deduction. Dependents under 21 years of age (25 if a full-time student) are eligible for the orthodontic benefit on a 50% reimbursement basis.
- g) Self administered sick leave benefits - see Article 22.
- h) Vision care - Benefit \$425/24 months (and \$425/12 months for dependent children). Effective November 1, 2018

The Employer will pay for the cost of one (1) eye exam up to a maximum of one hundred and fifteen (\$115.00) dollars every twenty-four (24) months except where dependents are covered by OHIP.
Effective November 1, 2018
- i) Private Duty Nursing - \$10,000 annually
- j) Retiree coverage – a) for employees who retire on an unreduced pension with ten (10) years of service; b) paid up to age sixty-five (65); c) Life insurance – one (1) times annual salary, 50% employer paid; d) major medical - \$10,000 lifetime benefit, 100% employee paid.

21.03 The Employer shall make available to employees:

- a) Voluntary Accidental Death and Dismemberment Plan
- b) Long Term Disability Insurance Plan

All employees who choose to participate in these schemes shall pay the employee's premium cost. All permanent full-time employees, shall as a condition of employment participate in the Long-Term Disability Insurance Plan and underwrite the monthly premium cost.

- 21.04 Effective upon date of hire, permanent part-time employees will receive thirteen percent (13%) of their regular straight time hourly rate in lieu of benefits, including holiday pay. It is understood and agreed that the permanent part-time employee's hourly rate in this Agreement does not include the additional percentage in lieu of benefits and is therefore not included for the purpose of computing any premium or overtime payments. In the event the employee chooses to participate in the pension plan (21.06), this in lieu of benefits will be reduced to nine percent (9%). An employee who opts in or out of the pension plan will do so in accordance with the rules and regulations of the pension plan.
- 21.05 For unpaid leaves in excess of thirty (30) consecutive calendar days, employees may, subject to the provisions of the relevant benefit plans, elect to continue in the group benefit plans if they pre-pay 100% of the employee and employer share of the premium costs of the benefits before commencing the leave. Post-dated cheques will be provided to the employer by the employee upon commencement of such leave.
- 21.06 The Employer shall provide as a condition of employment, a pension scheme comprised of the Hospitals of Ontario Pension Plan (HOOPP), which is integrated with the Canada Pension Plan.
- 21.07 The Union shall be provided with copies of all insurance policies that are described in this Article and in future whenever there is a change in the provisions of the coverage.
- 21.08 Entitlement to the benefits set out in Article 21.02 and 21.03 (a) shall become effective commencing the first day of the month following the completion of three months of permanent full-time employment. Entitlement to Long-Term Disability benefits set out in Article 21.03 (b) shall become effective the first day of the month following completion of six (6) months of employment.
- 21.09 An employee is required to provide sufficient notice to the Human Resources Department where a change is required to be made to benefit coverage, entitlement or exemption status, change in marital or dependent status, home address or telephone number. The Employer shall make the necessary change upon receipt of written notice or the requested effective date, whichever is later, but in no case shall the effective date of the change be retroactive.
- 21.10 The Employer shall continue to pay its share of the premium for the benefit plans for employees who are on paid leave of absence or receiving WSIB benefits. It is understood that the obligation of the employer to pay its share

of the group benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation. Thereafter, the employee is required to pay 100% of the benefit premiums.

- 21.11 The Employer will continue to remit the legislated payments required by the Employer Health Tax Act.
- 21.12 Employees will continue to be eligible for benefit coverage beyond age sixty-five (65) subject to the following: a) on an individual coverage basis only (i.e. No spousal or dependent coverage); and b) not applicable to LTD or travel.

ARTICLE 22 – SICK LEAVE

22.01 Permanent full-time employees are eligible for sick leave benefits in accordance with the schedule outlined below for up to fifteen (15) weeks (75 working days) per calendar year for non-occupational illness or disability. Unused sick leave benefits may not be carried forward to the following calendar year. Note: Individual sick days (hours) are considered sick leave as indicated below.

Entitlement to sick leave benefits as indicated in the schedule below shall become effective the first day of the month following the completion of three (3) months of permanent full-time employment.

Length of Permanent Full-Time employment	Full Salary	2/3rds of Salary
3 months or less	Nil	Nil
4 months but less than 1 year	Nil	15 weeks (525 hours)
1 year but less than 2 years	2 weeks (70 hours)	13 weeks (455 hours)
2 years but less than 3 years	3 weeks (105 hours)	12 weeks (420 hours)
3 years but less than 4 years	4 weeks (140 hours)	11 weeks (385 hours)
4 years but less than 5 years	5 weeks (175 hours)	10 weeks (350 hours)
5 years but less than 6 years	6 weeks (210 hours)	9 weeks (315 hours)
6 years but less than 7 years	7 weeks (245 hours)	8 weeks (280 hours)
7 years but less than 8 years	8 weeks (280 hours)	7 weeks (245 hours)
8 years but less than 9 years	9 weeks (315 hours)	6 weeks (210 hours)
9 years but less than 10 years	10 weeks (350 hours)	5 weeks (175 hours)
10 years but less than 11 years	11 weeks (385 hours)	4 weeks (140 hours)
11 years but less than 12 years	12 weeks (420 hours)	3 weeks (105 hours)
12 years but less than 13 years	13 weeks (455 hours)	2 weeks (70 hours)
13 years but less than 14 years	14 weeks (490 hours)	1 week (35 hours)
14 years or more	15 weeks (525 hours)	Nil

22.02 Sick leave benefits are adjudicated by Human Resources and are based on an employee’s regular earnings and paid through payroll.

- 22.03 Medical interviews or examinations performed by a medical doctor may be required by the Employer in the following circumstances:
- a) Before an employee returns to work following an absence due to illness or disability; or
 - b) In connection with a work-related accident or illness; or
 - c) Such other situations as may be reasonable.
- 22.04 In the event that the employer is not satisfied with the medical evidence or information submitted by or on behalf of an employee, the employer shall advise the employee and the union of the need for an independent assessment. The employer will work with the employee to agree upon a physician to perform the independent assessment. Where there is no agreement the employer shall have the right to select the physician to perform the independent assessment.
- 22.05 If the employer requires the employee to obtain a medical certificate or report, the employer shall pay the full cost.
- 22.06 The Employer may request sick notes for absences of 3 or more days or for other reasons as detailed in the attendance management policy.

ARTICLE 23 – WAGES

- 23.01 Wages and classifications will be in accordance with the attached Schedule 1 forming part of this Agreement.
- a) Wage Increases
Effective the first day of the first year of the new agreement – 1% wage increase for all classifications.

Effective the first day of the second year of the new agreement – 1% wage increase for all classifications.

Effective the first day of the third year of the new agreement – 1% wage increase for all classifications.
- 23.02 All changes in salary whether the result of promotion, demotion, or attainment of an annual step increment shall be effective the date of such occurrence. For part-time employees, each step increment shall be based on 1820 hours worked.

23.03 An employee who is assigned, promoted, or reclassified to another bargaining unit position to which a higher paying salary range applies shall be placed at the step in the new classification which is next higher than their previous rate.

An employee who is assigned, demoted, or reclassified to another bargaining unit position to which a lower paying range applies shall be placed at the step in the new classification which is next lower than their previous rate.

The date of such assignment, promotion, or reclassification shall become the anniversary date for application of the salary progression only. Thereafter, each permanent full-time employee will advance one (1) step on the salary schedule annually corresponding to each subsequently completed year of service in the classification and permanent part-time employees will advance based on 1820 hours worked.

23.04 When an employee is temporarily assigned to perform the duties of a bargaining unit position to which a higher maximum salary rate applies, the employee shall receive the greater of either:

- a) seven percent (7%) premium in addition to their regular hourly rate; or,
- b) the hourly rate corresponding to Step 1 of the salary schedule applicable to that classification for all time worked in the temporary position.

23.05 The parties agree to establish and maintain a new Joint Job Evaluation Program, including a new Joint Job Evaluation System.

23.06 New Classifications

Where the Employer establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay prior to posting the position. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay for the classification.

Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the advice from the Employer. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement.

23.07 For recruitment purposes, newly hired employees will be placed on the wage schedule at the discretion of the Employer provided that at a minimum they are placed on the first step of the wage schedule, and for those with previous pertinent experience they are placed on the wage schedule with credit for one step for each one (1) year of previous pertinent experience (based on 1820 hours per year) up to placement at second highest step. Previous pertinent experience shall be recognized only at the time of initial hire and must be substantiated with proof satisfactory to the Employer within thirty (30) calendar days from the date of verbal offer.

23.08 An employee who changes status from permanent full-time to permanent part-time, casual or temporary or vice versa in the same classification shall remain at the same step on the salary schedule.

23.09 In the event that an employee is transferred from a part-time position to a full-time position, the employee shall be placed on the same level on the salary grid at the time of transfer. The date for progression to the next level will be established based on the projected completion of 1820 hours.

23.10 Pay Equity

The parties will meet concerning the preparation and posting of a new Pay Equity Plan under the Pay Equity Act, and will endeavour to complete this process within one (1) year from the date of ratification of this collective agreement.

23.11 When the Employer assigns (or posts a position for) an employee to temporarily perform and assume the responsibilities of Lead duties of the bargaining unit position to which no higher classification salary rate applies (or when such responsibilities are assigned), a five per cent (5%) premium will be paid. Such premium pay will be paid based on their current, regular, straight time, hourly rate for all hours worked in recognition of performing such Lead duties. The Union agrees that it will not file, nor cause to be filed for any reason any grievances related to this matter.

ARTICLE 24 – JOINT MODIFIED WORK COMMITTEE

24.01 Employees returning to work from an illness or injury may be eligible to participate in a modified work program. Potential modified work situations will be considered by a Joint Modified Work Committee consisting of: the returning employee, the manager, a Union representative, and a Human Resources representative. The Human Resources representative shall chair the Committee and shall act as liaison with the treating physician, the insurance carrier, vocational rehabilitation services, Adjudication Services, and the Workplace Safety and Insurance Board, as required.

24.02 The purpose of the Committee is to review and recommend appropriate individual case strategies for providing:

(a) for the safe and successful return of injured workers to the workplace as soon as possible after an accident; and

(b) for the return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major responsibilities of their own classification but who are medically certified as capable of performing modified duties of their own or another classification.

24.03 The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.

24.04 All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the insurance carrier, vocational rehabilitation services, Adjudication Services, and the Workplace Safety and Insurance Board.

ARTICLE 25 – FLU VACCINE

25.01 The parties agree that influenza vaccinations may be beneficial for clients and employees. In compliance with applicable Provincial Legislation and upon a recommendation from a Medical Officer of Health, or request from a facility to which our employees attend, the following rules will apply:

Employees shall, subject to the following, be required to be vaccinated for influenza.

If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

The Employer recognizes that employees have the right to refuse any required vaccination.

If an employee refuses to take the vaccine required under this provision, the employee will be re-assigned during the outbreak period, unless re-assignment is not possible, in which case the employee will be placed on an unpaid leave. If an employee is placed on unpaid leave, the employee can use banked lieu time or vacation credits in order to keep their pay whole.

If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, the employee will be reassigned during the outbreak period.

Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

ARTICLE 26 – JOB SHARING

26.01 Where the parties wish to enter into a job sharing arrangement they shall determine the particulars through local negotiations, however the following principles will be considered when negotiating any job sharing agreement.

- a) Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a permanent full-time employee who wishes to share their position.
- b) Applications shall be in writing to the Director or designate.
- c) The Employer may limit the total number of job sharing positions. The Employer shall meet with the Union and consider any recommendation it makes for additional job sharing positions. If there are more permanent full-time employees interested in job sharing than can fill the number of job sharing positions determined by the Employer to be appropriate, seniority shall determine which full-time employees fill the position providing the senior employees can meet the Employer's staffing requirements.
- d) Upon the termination of the job sharing arrangement, the position will revert back to a permanent full-time position.
- e) If both applicants to a job share are permanent full-time, the job share position need not be posted. The resulting permanent full-time position shall be posted in accordance with the collective agreement.
- f) If a job share partner is not identified at the time the job share application is made, the other portion of the job share position shall be posted and filled in accordance with the collective agreement.
- g) If one of the job sharers leaves their position, and both the remaining job sharer and the Employer wish to continue with the job sharing arrangement, the vacated portion of the job share will be posted and filled in accordance with the collective agreement.
- h) Where there is no successful internal applicant to a vacant portion of a job share position, the position shall revert to its permanent full-time status. The remaining job sharer shall first be offered the permanent full-time position. If the remaining job sharer does not want permanent full-time employment the employee shall at their option be placed in the Casual Pool or will be subject to the layoff provisions under Article 12. The permanent full-time position will then be posted in accordance with Article 11 of the collective agreement.
- i) The Employer and the employees involved retain the right to assess the job sharing arrangement on an ongoing basis. For greater certainty, notwithstanding the fact that the review process is ongoing, formal reviews of the job share position will be made at three (3) months, six (6) months, and twelve (12) months, and on an annual basis thereafter.
- j) Either party may discontinue the job sharing process with sixty (60) calendar days notice. The Employer may exercise this right only after the completion of the first two reviews required under the previous paragraph.

Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary. It is further understood that it is not unreasonable to discontinue job sharing if its costs are greater than the costs for a permanent full-time position and those excess costs are not outweighed by the benefits of job sharing to the Employer.

- k) Each job sharer shall be treated as a permanent part-time employee for all purposes under the collective agreement except as otherwise expressly provided.
 - l) Job sharers must ensure that they are fully informed in respect of each others work, and are responsible to share Employer communications that are not generally distributed but rather are only issued to attendees at individual meetings.
- 26.02 a) Job sharing will either be based on a 50-50% or 60-40% split of the total number of hours of the permanent full-time position. The actual schedule of work will be determined by the employees involved, subject to approval by the Employer.
- b) i) A job sharer will cover their partner for all planned absences, including vacation.
 - ii) With respect to approved employee "requested" attendance at external events (e.g. CC conference) the employee may only attend if their job share partner covers the absence. With respect to approved employer mandated attendance at external events (e.g. OACCAC conference) the job sharer will endeavour to cover their partner for such absence.
 - c) It is understood that the cap on part-timer hours does not apply in such circumstance where a job sharer is covering their partner as outlined in 26.02 (b) i and/or ii.

ARTICLE 27 – DURATION

27.01 This Agreement, which supersedes all previous Agreements, will remain in effect from and including April 1, 2021 to March 31, 2024. Notice of amendment or termination may only be given during a period of ninety (90) calendar days preceding the March 31, 2024 or any subsequent anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect.

27.02 a) The parties will execute this collective agreement within ninety (90) calendar days of the ratification of the Memorandum of Agreement.

- b) The parties will share on a 50/50 basis the cost of printing and distributing of such Agreement to the appropriate Bargaining Unit and Management Staff.
- c) The parties shall meet within thirty (30) working days of Notice to Bargain.

Unless specifically noted otherwise, all provisions will be effective as at the date of ratification of the Memorandum of Settlement.

Dated on the 9th day of November, 2022.

FOR THE EMPLOYER

Karen Dobbie

Karen Dobbie

Roslyn B. Bacchus

Roslyn Bacchus

Camille Carter

Camille Carter

Caroline Vieira

Caroline Vieira

FOR THE UNION

Maxine Laing

Maxine Laing

Marta Halon

Marta Halon (Sep 12, 2022 11:38 EDT)

Marta Halon

Sandra Waugh

Sandra Waugh (Sep 14, 2022 17:07 EDT)

Sandra Waugh

Denyse Johnson

Denyse Johnson (Sep 7, 2022 09:24 EDT)

Denyse Johnson

Atixhe Zeneli

Atixhe Zeneli

We sign this Collective Agreement while remembering our late colleague, Dora Poshni, who played a vital role in this development,

MISSISSAUGA HALTON HOME AND COMMUNITY CARE SUPPORT SERVICES

SCHEDULE 1- CLASSIFICATIONS AND RATES OF PAY

EFFECTIVE APRIL 1, 2021 – 1% Wage Increase

Position	Classification		Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Nurse Practitioner	Salary Band 7	Hourly rate	52.43	53.54	54.63	55.75	56.89	58.05	59.79	61.01
Clinical Practice Lead	Salary Band 6	Hourly rate	42.77	43.78	44.77	45.81	46.86	47.93	49.29	50.41
Care Coordinator, Systems Administrator, Business Analyst, Client Data Specialist, Care Connector, Clinical Informatics Analyst, Mental Health & Addictions Nurse, Rapid Response Nurse	Salary Band 5	Hourly rate	39.44	40.25	41.08	41.92	42.77	43.64	44.97	45.89
Placement Coordinator	Salary Band 4	Hourly rate	34.90	35.75	36.63	37.49	38.36	39.25	40.14	41.01
Health Information Specialist, Information & Referral Specialist	Salary Band 3	Hourly rate	28.49	29.21	29.94	30.62	31.32	32.06	32.74	33.45
Accounting Assistant, Team Assistant	Salary Band 2	Hourly rate	23.25	23.84	24.43	25.00	25.59	26.16	26.75	27.33
Facilities Clerk	Salary Band 1	Hourly rate	21.54	22.05	22.65	23.19	23.71	24.27	24.83	25.34

EFFECTIVE APRIL 1, 2022 – 1% Wage Increase

Position	Classification		Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Nurse Practitioner	Salary Band 7	Hourly rate	52.95	54.08	55.18	56.31	57.46	58.64	60.39	61.62
Clinical Practice Lead	Salary Band 6	Hourly rate	43.20	44.22	45.22	46.27	47.33	48.41	49.78	50.91
Care Coordinator, Systems Administrator, Business Analyst, Client Data Specialist, Care Connector, Clinical Informatics Analyst, Mental Health & Addictions Nurse, Rapid Response Nurse	Salary Band 5	Hourly rate	39.83	40.65	41.49	42.33	43.20	44.08	45.41	46.35
Placement Coordinator	Salary Band 4	Hourly rate	35.24	36.11	37.00	37.87	38.74	39.64	40.54	41.42
Health Information Specialist, Information & Referral Specialist	Salary Band 3	Hourly rate	28.78	29.50	30.24	30.93	31.63	32.38	33.07	33.79
Accounting Assistant, Team Assistant	Salary Band 2	Hourly rate	23.48	24.07	24.68	25.25	25.85	26.42	27.02	27.60
Facilities Clerk	Salary Band 1	Hourly rate	21.76	22.27	22.88	23.42	23.95	24.51	25.07	25.59

EFFECTIVE APRIL 1, 2023 – 1% Wage Increase

Position	Classification		Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Nurse Practitioner	Salary Band 7	Hourly rate	53.48	54.62	55.73	56.87	58.04	59.22	60.99	62.24
Clinical Practice Lead	Salary Band 6	Hourly rate	43.63	44.66	45.67	46.73	47.18	48.90	50.28	51.42
Care Coordinator, Systems Administrator, Business Analyst, Client Data Specialist, Care Connector, Clinical Informatics Analyst, Mental Health & Addictions Nurse, Rapid Response Nurse	Salary Band 5	Hourly rate	40.23	41.06	41.90	42.76	43.63	44.52	45.87	46.82
Placement Coordinator	Salary Band 4	Hourly rate	35.60	36.47	37.37	38.24	39.13	40.04	40.94	41.83
Health Information Specialist, Information & Referral Specialist	Salary Band 3	Hourly rate	29.06	29.80	30.54	31.24	31.95	32.70	33.40	34.12
Accounting Assistant, Team Assistant	Salary Band 2	Hourly rate	23.72	24.32	24.92	25.50	26.11	26.68	27.29	27.88
Facilities Clerk	Salary Band 1	Hourly rate	21.98	22.49	23.11	23.66	24.19	24.76	25.32	25.85

LETTER OF UNDERSTANDING #1 – MEMBER CONTACT INFORMATION

The Local Union shall be supplied with a list of the employees in the bargaining unit. The list will include each person's name, job title/classification, home address, and home telephone number as of January 15th of each year. This list shall be in an electronic format and a copy shall be forwarded to the Recording Secretary of the Union.

LETTER OF UNDERSTANDING #2 - 12 HOUR SHIFTS

1. All permanent full-time and permanent part-time staff on the Access Care Team will be eligible to participate in a 12-hour shift, based on Manager discretion and operational needs of the Employer. Both parties agree that the participation in the 12-hour shift program can be altered or changed upon an employee request, with a minimum of forty-five (45) calendar days notice.
2. The regular work for permanent full-time employees within each four (4) week period totals one hundred and forty (140) hours and scheduled as follows:
 - 12 , 12-hour shifts
 - 1-hour unpaid meal break and three (3) 15-minute paid rest periods
 - 1, 9-hour shift (scheduled once every 4 weeks)
 - 1-hour unpaid meal break and two (2) 15-minute paid rest periods
3. The regular work schedule for permanent part-time employees within each four (4) week period will not exceed the total hours for their permanent full-time equivalent (i.e. 0.4, 0.5, 0.6)
4. Full-time employees will receive holiday pay as per Articles 19.01 and 19.02 based on a seven (7) hour day, the following options will be made available to the employee:
 - a) A full-time employee who is scheduled off on any of the paid holidays listed in Article 19.01, will receive statutory holiday pay for seven (7) hours and may top up their pay to eleven (11) hours by drawing from an available bank of their choice (i.e. Vacation, float, banked comp time).
 - b) Where the employee's 9-hour shift and the statutory holiday fall within the same pay period, the employee will have the option to move the 9-hour shift to the statutory holiday. The employee will receive the statutory holiday off with holiday pay for seven (7) hours. The employee will have the option to top up their pay with one (1) hour from an available bank of their choice (i.e. vacation, float, banked comp time).
 - c) The employee may request to switch their regularly scheduled 12-hour shift to an alternate day during the same pay period as the statutory holiday, provided that the total hours for any given week do not exceed the weekly maximums as outlined in the Employment Standards Act, 2000.

Further to option C above, the following parameters will apply:

- i. The number of shift changes and the alternate days of work that are available per statutory holiday will be subject to the Employer's staffing requirements;

- ii. Shift changes will be approved in order of seniority;
- iii. The Employer is not required to schedule more staff than is necessary as a result of this agreement;
- iv. It is understood that the request to switch a shift is initiated by the employee, and therefore will not result in overtime or shift premiums on the alternate work day

Where the Employer reschedules the Employee's working day under this agreement, the change will be considered as mutually agreed, and the 45 day notice period under Article 16.01 will not apply.

- d) A full-time employee required to work on any of the paid holidays in Article 19.01 will receive, in addition to seven (7) hours holiday pay, payment at the rate of double time for all hours worked on the designated holiday. Any banked unpaid time shall be based on a seven hour work day.
 - e) A part-time employee shall receive holiday pay in accordance with Article 19.06.
5. If a participant is removed from the 12-hour shift roster, the Manager/Director shall convene a meeting to provide the reasons in writing for removal from the roster. The employee shall have the right to union representation at that meeting. The employee shall be provided notice as per article 16.01 for a change in scheduled hours of work.
6. Employees working 12-hour shifts will be entitled to overtime provisions after exceeding their daily maximums in #2 and #3 above, or after 140 hours in a four (4) week period.
7. Based on mutual agreement with the Union, requests to extend this scheduling option beyond the Access Care Team will be reviewed based on operational requirements of the Employer.

LETTER OF UNDERSTANDING #3 – ATTENDANCE MANAGEMENT

Mississauga Halton HCCSS is committed to ensuring that all employees are treated fairly and equitably with regards to attendance management. In response to this, the Employer will implement an attendance management program that is reasonable and fair.

**LETTER OF UNDERSTANDING #4 – PART TIME STAFF WITH
INHERITED BENEFITS**

1. Newly hired permanent part-time employees are not eligible to participate in the group benefits or sick leave plan and will receive percentage in lieu of benefits.
2. Employer agrees to continue to provide the remaining three (3) permanent part time employees listed below to be paid at a rate of fifty percent (50%) of full time group benefits; and for sick leave on the basis of fifty percent (50%) of the applicable salary entitlement. Should the employee status change, this clause is no longer applicable.

-Part Time Staff with Inherited Benefits as of January 30, 2014.

Name	Type	Occupation	FTE
Brown, Alexandra Elizabeth	Part Time Benefits	Care Coordinator	0.2
Javier, Beverly Ann	Part Time Benefits	Care Coordinator	0.5
Maguda, Nancy	Part Time Benefits	Care Coordinator	0.4

LETTER OF UNDERSTANDING #5 – DISCLOSURE DIRECTIVE(S)

Both the Employer and the Union agree that the sharing of information is important. Both parties agree to share known information/decisions, where permitted, in a timely manner through teleconferences, staff meetings and/or email communication. The purpose of the communication is to discuss potential impacts to the employees within the bargaining unit arising from organizational changes within the health care sector.

LETTER OF UNDERSTANDING #6 – VACATION

The Employer agrees to meet with the Union to discuss vacation scheduling prior to March 1st, 2022. The parties will review the amount of vacation time off allowed within each team and to discuss if it is possible to increase the amount time off while still maintaining appropriate client service levels.

**LETTER OF UNDERSTANDING #7 – REOPENING CLAUSE REGARDING
BILL 124**

During the round of negotiations the parties agreed that should Bill 124 - Protecting a Sustainability Public Sector for Future Generations Act, 2019 be found unconstitutional by a court of competent jurisdiction or the Bill is otherwise amended or repealed, the parties shall meet within 60 days of the decision to negotiate the remedy for bargaining unit employees impacted by the legislative restraints.