



COLLECTIVE AGREEMENT

Between

**The Central West Local Health Integration Network (Central West LHIN
operating under the business name of Home and Community Care Support
Services Central West)**

Party of the First Part
Hereinafter Referred to as "the Employer"

and

**Canadian Union of Public Employees
Local 966**

Party of the Second Part
Hereinafter Referred to as "the Union"

TERM: 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.

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

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Central West LHIN, save and except the positions of Educational Coordinator, Network Administrators, Executive Secretary/Administrative Assistant providing secretarial /administrative support to managers or persons above the rank of manager and those employed in a confidential capacity or exercising managerial functions.

- 2.02 The Employer recognizes the following categories of employees:
 - (a) A full-time employee who is regularly employed for more than twenty-five (25) hours per week;
 - (b) A part-time employee who is regularly employed for forty-nine (49) 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 hired for intermittent period(s) of work on an irregular basis;
 - (e) Casual and temporary employees are covered only by articles: 2.01, 2.02 c), d), 2.03, 2.04, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14.01 b), 14.02 b), 14.03 a), 14.04, 14.05, 15, 16, 17, 18.04, 18.06, 18.07, 18.08, 18.10, 19.03 c), 20, 22.03, 22.06, 23.02 a), b), 25.05, 26.02 b), 26.06, 27, and 30.

- 2.03 A case manager/care coordinator is a regulated health or social work professional who is in good standing and entitled to practice with their respective college.

- 2.04 a) 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.

- b) The Employer agrees that a Casual or Temporary employee shall not be employed if their employment would eliminate, displace or prevent the hiring of a regular Full-Time employee for employment as such for an indefinite period in excess of that worked by the Casual or Temporary employee. This restriction shall not apply to Casual or Temporary employees who held such positions on or before the date of the execution of this Agreement and is to be interpreted and applied recognizing that the fulfillment of the Employer's obligation requires the employment of Casual and/or Temporary employees.
- c) It is recognized that, from time to time, the Employer utilizes the services of persons who are not directly employed by the Employer and are assigned or otherwise directed to the Employer for the purposes of internship, educational, training, rehabilitative or exchange programs and that such individuals are not encompassed by the bargaining unit defined in Article 2.01. The Employer agrees, however, that if any of the above individuals are paid by the Employer, such individuals shall be paid CUPE wages as outlined in Article 26 (Schedule 1) and that such individuals will not displace employees now in the bargaining unit.

2.05 Upon the creation of any new classification within the organization the employer shall notify the union and provide the details (job description) of the position.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 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 the employee has 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 with a focus on client care 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.

3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 4 – RELATIONSHIP

4.01 The Parties will:

- a) execute this Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement;
- b) share on a 50/50 basis the cost of printing and distributing of such Agreement to the appropriate Bargaining Unit and Management Staff;
- c) meet within thirty (30) days of Notice to Bargain.

4.02 Neither party to this Agreement nor representatives of the parties shall discriminate against any employee because of the employee's participation in, or lack of participation in the Union. The parties also agree that they shall not discriminate for any reasons covered by the provisions of the Ontario Human Rights Code.

4.03 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.

4.04 Where the singular is used, it shall be deemed to mean the plural where the content so requires. Similarly, where the feminine gender is used, it shall be deemed to include the masculine gender where the content so requires.

4.05 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.

4.06 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.

4.07 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.

4.08 Union stewards are entitled to up to four (4) hours of paid time every two (2) months during regular working hours to attend Union Steward meetings. Hours shall not accumulate. Stewards must obtain prior approval from their immediate manager.

4.09 The employer shall provide four (4) hours/month employer paid for the Unit Vice President, or union steward equivalent, to deal with the administration of this collective agreement.

4.10 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.

ARTICLE 5 - UNION DUES

5.01 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.

- 5.02 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 6 - NO STRIKE OR LOCKOUT

- 6.01 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 7 - UNION COMMITTEES

- 7.01 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 the Chief Executive Officer or their designate. Committee members shall suffer no reduction in normal earnings as a result of time spent in negotiations or in servicing grievances.

7.02 a) **Negotiation Committee**

- i) The Union may select a 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.
- ii) In the event that the parties agree to participate in central bargaining between the Canadian Union of Public Employees and the Participating LHINs, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the Participating LHINs and shall be paid for all scheduled shifts missed (including scheduled shifts immediately before and after negotiations), up to and including conciliation/mediation. It is agreed that the employer is not responsible for any other costs associated with the employee's participation in bargaining. The number of employees on the Union's Central Negotiating Team will be determined at the time the Memorandum of Conditions for Central Bargaining is negotiated

b) **Union/Management Consultation Committee**

- i) 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.

- ii) Function of Committee

The Committee may concern itself with the following general matters:

- a) Providing a basis for consultation on issues so that better relations shall exist

between management and employees.

- b) Reviewing suggestions from employees, questions of working conditions and service standards.
- c) Making recommendations to correct conditions causing grievances and misunderstandings.

iii) **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.

iv) **Chairperson of the Meeting**

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

v) **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) days following the meeting.

vi) **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.

b) **Joint Health and Safety Committee**

The Employer and Union are committed to the ongoing objective of protecting employees from accidental occupational injury and occupational disease. Therefore the parties will foster on-going joint meeting/inspections with the established Joint Health and Safety Committee composed of three (3) non-union and three (3) union employees. A minimum of two (2) non-union and two (2) union members achieve quorum to meet this objective.

ARTICLE 8– CORRESPONDENCE

8.01 All correspondence between the parties to this agreement shall pass to and from the Chief Executive Officer or their designate and the Unit Vice President of the Union or their designate, with a copy to the CUPE National Representative and the Recording Secretary of the Union, unless otherwise provided herein.

ARTICLE 9 – HUMAN RESOURCES RECORD

9.01 With reasonable notice, an employee shall have access to review their Human Resources file, including all documents related to discipline, in the presence of the appropriate Human Resources representative or designate.

An employee is entitled to receive a copy of any material contained in their Human Resources file, if requested.

ARTICLE 10 – DISCIPLINE

10.01 Right to Have Steward Present

An employee shall have the right to have their Union Steward present at the time discipline is imposed. The Employer shall notify the employee of this right in advance. Either the Employer or the employee may request that a union steward be present in fact finding/investigation meetings.

10.02 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 Unit Vice President or designate.

10.03 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 provided with a 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.

10.04 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.

- 10.05 Any letter of reprimand, suspension or other sanction shall be removed from the Human Resources file after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period. For access to Human Resources file see Article 9.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 11.02 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.-
- 11.03 If an employee has a complaint involving any matter within the terms of this Agreement, the matter shall be communicated with the immediate Supervisor.
- 11.04 If the matter cannot be resolved by the immediate Supervisor, nothing in this Agreement shall prevent an employee from discussing a problem or complaint with the Director without recourse to the formal grievance procedure.
- 11.05 The formal grievance procedure shall be as follows:

Step 1

If the verbal discussion with the immediate Supervisor 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 Director or their designate 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, the Director, or their designate, 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 No. 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, the Director of Human Resources, or their designate shall meet with the grievor and a Union Representative and a Local Executive 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.

- 11.06 If a grievance involves the discharge of an employee, then reasons for discharge shall be given in writing. Such a grievance shall proceed directly to Step No.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.
- 11.07 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 thirty (30) working days after the circumstances causing the grievance.
- 11.08 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 No. 2.
- 11.09 Any of the time allowances provided above and in Article 12 below may be extended by mutual agreement between the parties.
- 11.10 For the purposes of article 11 only, when "Working days" is used it shall mean calendar days excluding weekends and statutory holidays.

ARTICLE 12 – MEDIATION

- 12.01 At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Article 11 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- 12.02 The parties shall select a mediator by mutual agreement between the Employer and the Union. The parties shall equally share the fees of the mediator.
- 12.03 The mediation session will be attended by a maximum of three (3) representatives from the Union and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
- 12.04 Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session. Any evidence which either party wishes to submit will be given to the other party at least three (3) days prior to the mediation session. For the purposes of this article, day shall be defined as any day from Monday to Friday inclusive, excluding holidays.

- 12.05 Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
- 12.06 The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
- 12.07 Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.

ARTICLE 13 – ARBITRATION

- 13.01 The parties agree that all matters may be resolved through the use of a sole arbitrator. If either party requests, the matter will be referred to a Board of Arbitration. The sole arbitrator or Board Chair is to be agreed between the parties, or failing agreement, appointed by the Minister of Labour. A single arbitrator shall have the same powers as a Board of Arbitration.
- 13.02 When either party requests that arbitration be heard by a Board of Arbitration, the request shall be addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then select an impartial chairperson.
- 13.03 Failure to Appoint
- If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour. If the two (2) nominees fail to agree upon a chairperson within seven (7) working days of appointment, and after a panel of chairpersons proposed by the Labour Management Arbitration Commission has been rejected, the appointment shall be made by the Ministry of Labour, upon the request of either party.
- 13.04 Board Procedure
- The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference and render a decision as soon as possible after the time the chairperson is appointed.
- 13.05 Decisions of the Board
- The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

13.06 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the nominee it appoints;
- b) One-half the fees and expenses of the Chairperson.

13.07 Any written notice under the grievance or arbitration procedures that is sent to a party by prepaid ordinary post shall be deemed to have been received on the second working day following the date of mailing.

ARTICLE 14 – SENIORITY

14.01 Probation

- a) The probationary period for a new employee shall be eight hundred and forty (840) hours worked from the date of the employee's last hire by the employer. After eight hundred and forty (840) hours worked have been completed, seniority shall be effective from the date of the employee's last hire by the employer.
- b) Upon completion of the probationary period as per Article 14.01 (a), a casual or temporary employee who becomes a regular full-time or part-time employee shall be credited with seniority equal to their accumulated hours worked.
- c) Employees on probation may be terminated without recourse to the grievance procedure, unless the termination violated the Human Rights Code.
- d) Extensions to probation may be made on agreement of the Manager involved, the Director, Human Resources, the Union and those employees directly involved.

14.02 Seniority shall be defined as:

- a) the length of continuous employment with the Employer since the last date of hire for full-time employees; and
- b) the total hours worked for part-time, casual and temporary employees. All part-time employees shall accumulate seniority based on hours worked. Part-time and casual employees cannot accumulate more than one (1) year seniority in a year.

14.03

- a) Seniority lists for full-time, part-time, and casual/temporary employees shall be drawn and administered by the Employer and posted on the Employer's bulletin board and/or the intranet. The list shall include the name, position, status and seniority of each member. Revised lists shall be forwarded to the Union by January 15th and July 15th of each year.
- b) 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, 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.

- c) Where more than one employee in the same job classification has been hired on the same date, the employees shall be listed in alphabetical order (by surname) and this order shall be rotated with each posting of the seniority list.
- d) Complaints regarding the accuracy of seniority lists shall be considered within twenty (20) working days of the posting. If no complaint is received during that time, the list(s) shall be deemed to be accurate.

14.04 If a part time, casual or temporary employee is transferred to the full-time seniority list, placement on the seniority list shall be determined on the basis of 1700 worked hours equals one year of service, and prorated for less than a full year of service. No more than 1700 hours shall be credited for one (1) calendar year. If a full-time employee is transferred to the part-time or casual seniority list, placement on the seniority list shall be determined on the basis of one (1) year of full-time service equals 1700 worked hours part-time, and prorated for less than one (1) year of service.

14.05 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) Loses recall rights under 16.05 (f);
- d) Exceeds or overstays a leave of absence granted by the Employer without reasonable excuse without having obtained the Employer's expressed consent to the extension prior to the expiration of the originally granted leave of absence;
- e) Gives false reasons for obtaining a leave of absence or utilizes a leave of absence for purposes other than those for which the leave was granted;
- f) Is absent from work without permission for three (3) consecutive working days without reasonable excuse;
- g) Fails without reasonable excuse to contact the employer with their intentions within five (5) working days regarding returning to work after being given notice of recall by registered mail and/or fails to return to work within fourteen (14) calendar days of the date requested. An employee shall be considered to have been notified on the day on which the Employer's recall notice is sent by registered mail to their last address as furnished by the employee.
- h) Is a Casual employee and has not worked for the Employer for a period of six (6) months consecutively. Any casual employee who has provided their availability and have not been offered shifts will not be subject to this provision.

14.06 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. This provision will be interpreted in accordance with the Human Rights Code.

14.07 An employee who is transferred to a position outside the bargaining unit shall retain seniority while in that position but not accrue while outside the bargaining unit. If an employee is transferred back into the bargaining unit the Employee shall be credited with seniority to the extent that the Employee accumulated such rights within the bargaining unit. When a Regular Full Time moves into a temporary professional development opportunity, union dues and seniority will be prorated by the percentage of the FTE within the bargaining unit and group benefits will continue uninterrupted.

ARTICLE 15 – JOB POSTINGS, PROMOTION, STAFF CHANGE AND TRANSFER

15.01

- a)
 - i) When a permanent full-time or part-time vacancy occurs the Employer shall post the notice of the vacancy on the electronic bulletin board for ten (10) working days.
 - ii) In the event a posting is cancelled, the Employer will notify the Union in writing in a timely manner. The Union may submit a written response and a meeting may be held if mutually agreed to.
 - iii) The posting shall include the nature of the position, the current primary assigned location for mileage purposes, the qualifications, required knowledge, education and skills, and minimum and maximum job rates applicable for the classification.
- b) A permanent vacancy shall be deemed to mean vacancies which are anticipated to last beyond four (4) months exclusive of the temporary replacement of an employee who is absent in which case such replacement shall not exceed twenty-four (24) months.
- c)
 - i) A probationary employee may only be permitted to apply for any posted position or transfer at the employer's discretion.
 - ii) Decisions of the Employer in filling a permanent 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. Seniority shall be calculated as of the closing date of the prior pay period closest to the date of the job being posted.

15.02

- a) The successful internal applicant to a posted vacancy in another position 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 and training 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.

- b) 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 position, they 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. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.
- c) 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 15.02 (a) or to extend it for up to two (2) additional months.
- d) It is understood that if an employee is selected as a result of a job posting and successfully completes the trial period of the posted position, the employee need not be considered for a succeeding posting for a period of nine (9) months unless the position would result in a change of status (i.e. full-time to part-time) or a promotion.

An employee must complete the term of a temporary position, as per the initial posting, prior to posting into another temporary position. It is understood that this does not preclude employees from posting into a permanent position.

15.03

- a) If within a period of three (3) months following the filling of a permanent vacancy in a classification utilizing the procedure set forth in this Article, a subsequent vacancy in the same classification should occur, then, the Employer shall not be required to post the vacancy as set forth in paragraph 15.01 but may instead select a candidate from among those employees who had previously applied for the posted vacancy as well as those who have completed a Transfer Request provided that the Employer makes its decision in filling the subsequent vacancy based on the factors set forth in paragraph 15.01 (c) ii).

Prior to utilizing Article 15.03, the Employer agrees to notify all internal opportunity applicants of the subsequent vacancy.

- b) Without limiting the rights of an employee otherwise to apply for posted positions, an employee may make a written request for transfers or reassignment(s), subject to Article 15.01, by filing a Transfer Request with the Employer. Transfer requests will be specific as to the particular position(s), team or department and will include a maximum of five (5) positions. The request shall be effective on receipt by the Employer and shall remain in effect until December 31st of that year unless any or all of the listed positions

are withdrawn at any time by the employee, or unless a new request form is submitted. A request made in this manner shall be deemed to be an application for a posted position and for subsequent vacancies created by the filling of a posted vacancy provided the transfer applicant is available to fill the posted/subsequent position within ten (10) working days of the announced start date after the successful applicant has been selected unless the absence is due to pregnancy/parental leave.

- c) The Employer will provide the union with names of the successful applicants to each position in a monthly report.

15.04 When a temporary vacancy arises for any reason and in the event that the employer fills the position, the position will be offered to the most senior qualified candidate in the following order:

- full-time employee that has submitted a transfer request;
- part-time employee may be temporarily assigned to fill the position;
- casual employee may be temporarily assigned to fill the position;
- external candidate.

ARTICLE 16 - LAYOFF AND RECALL

16.01 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 eight (8) weeks written notice, of the proposed lay-off or elimination of position or classification, and upon request, meet with the Union within fifteen (15) calendar days to discuss the lay-off(s);
- ii) provide to the affected employee(s) no less than eight (8) weeks 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.

16.02 Subject to the provisions of Article 16.03, if the Employer reduces the workforce, then, following the termination of the contracts of temporary agency personnel, employees within the job classification will be laid off according to the following procedure:

- iii) Casual employees will be laid off first, then;
- iv) Contract personnel; then;
- v) Probationary employees; then;

- vi) Part-time employees in reverse order of their seniority; then
- vii) Full-time employees in reverse order of their seniority.

16.03 The Employer shall not be obliged to apply the procedure in paragraph 16.02 in respect of a temporary layoff anticipated by the Employer to last for a period of five (5) working days or less. Where such temporary layoffs occur, then, seniority will be a factor considered by the Employer.

- 16.04 a) i) When an employee is given notice of lay-off from a position, then, that employee may 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. For the purpose of this Article a casual employee cannot displace a part-time employee; and a part-time employee cannot displace a full-time employee.
- ii) Employees who receive written notice of lay off will provide the employer written notification of their intent to bump within ten (10) calendar days of notification of lay off.
- iii) Employees who exercise their bumping rights must work the same proportion of time as the displaced employee. The displaced employee shall be laid off subject to the Employee's rights under this Article.
- b) An employee may not bump or displace another employee in a higher Salary Band.
- c) When an employee is bumped or displaced by the exercise of the rights specified under Article 16.04 then, the employee so bumped or displaced shall have the same rights as specified in Article 16.04 (a).
- d) 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 and forego recall rights; or,
 - iii) accept early retirement if the employee is otherwise eligible therefor under the terms of the applicable retirement plan.
- e) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification at the step which most closely resembles the Employee's current rate of pay.

- f) The Employer agrees to continue to contribute to their portion of the premiums for all health and welfare benefits as set out in Article 25 as permitted by the carrier for a period of three (3) months for any employee who is laid off.

16.05 Recall

- a) Employees shall be recalled in order of seniority to available positions within their Salary Band or the next immediately lower Salary Band and within the status they were laid off from provided that they have the qualifications to perform the available work following a standard orientation process.
- b) An employee recalled to a classification other than the one the Employee was laid off from will be subject to a trial period as per Article 15.02.
- c) 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.
- d) The Employer shall not be obliged to apply the procedure in Article 16.05 (a) if the increase in the workforce is reasonably anticipated by the Employer to last for a period of thirty (30) working days or less.
- e) Notice of recall will be sent by registered mail, priority post or email delivery. The employee will keep the Employer updated with any change in employee address information and adhere to article 14.05 (g).
- f) Recall rights shall be limited to a period of twenty-four (24) months from the date of lay- off, displacement or assignment.

ARTICLE 17 - BULLETIN BOARD

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

17.02 The Employer shall post a copy of this Agreement on the Intranet.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 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.

18.02 Leave for Union Activities

- a) Five (5) employees at one time may be granted leave of absence by the Employer

to attend Union meetings to an overall maximum of sixty (60) days in a calendar year, provided at least two (2) weeks' notice is given and provided that operational 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.

- b) Only one (1) employee at any time who is elected to a position with the Canadian Union of Public Employees shall be granted leave of absence without pay up to a total of forty(40) days annually. There shall be no loss of seniority. Credits for salary advancement and vacation entitlement will be adjusted on a pro rata basis. Such leave of absence will be separate from the Union leave provided in section 18.02 (a) above. The employee's salary shall be continued by the Employer and reimbursed by the Local upon submission of invoice.
- c) An employee who is elected or selected for a full-time position with the union shall be granted a leave of absence without loss of seniority for up to three (3) years. At the end of the leave the employee will return to their former position if it exists, or a comparable position within the same classification if it doesn't, and shall be subject to the provisions of Article 16. The employee's salary and benefits shall be continued by the Employer and reimbursed by the Union upon submission of an invoice.

Notwithstanding Article 15.01 b), if this leave is granted, the Employer shall be entitled to replace on a temporary basis for the duration of the leave.

18.03 Pregnancy and Parental Leave

Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act (E.S.A.), as amended from time to time, as follows:

- a) The service requirement for eligibility for pregnancy or parental leave shall be thirteen (13) weeks. Employees possessing the service requirement will be eligible for pregnancy leave of up to seventeen (17) weeks and a subsequent parental leave of up to sixty-three (63) weeks immediately following the pregnancy leave.
- b) The Employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and four (4) week's notice of the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- c) The Employee shall be reinstated to the Employee's former, or a comparable position and geographic area, unless no position is available, in which case the Employee will be subject to the provisions of Article 16.

- d) Parental leave of up to sixty-three (63) weeks is available to each parent in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Natural mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.
- e) An employee shall be allowed to commence the Employee's pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- f) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of sixty-three (63) weeks.
- g) Parents shall be defined to include adoptive parents and common-law spouses as defined in the Family Law Reform Act of Ontario as amended from time to time.
- h) Employees newly hired to replace employees who are on pregnancy or parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing their probationary period as per Article 14.
- i)
 - i) An employee who is on pregnancy/parental leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy/parental benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week waiting period.
 - ii) Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the Employee is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.
 - iii) 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.

Note, the above change in SUB payment would apply to any leave commencing on or after April 1, 2022.

- j)
 - i) An employee shall be granted an extension to the combined pregnancy/parental leave provided a written request is lodged with the Manager at least ninety (90) calendar days prior to the expiry date of the pregnancy/parental leave granted under the Ontario Employment Standards Act. The duration of the leaves combined however shall not exceed twenty-four (24) months and shall be without pay. Seniority and vacation shall continue to accumulate and benefits shall be maintained during the statutory leave period.
 - ii) In order for an employee to retain their rights as an employee, an employee on extended leave must return to their own classification at the expiry of the agreed leave.
 - iii) An employee who requests an extension as outlined herein shall be paid, at the time of expiry of pregnancy/parental leave under the *Employment Standards Act*, any vacation pay or allowances then outstanding.
 - iv) for greater certainty, when an extension to the combined pregnancy/parental leave is provided, Article 18.03 (c) reinstatement to their former position does not apply.
 - v) Employees who are granted an extension under Article 18.03 j) i) are responsible for full benefit costs during the extended period.
- k) Should an employee, who is eligible for pregnancy leave as per this article, have a stillbirth or miscarriage, the Employee's pregnancy leave will terminate on the date that is the later of seventeen (17) weeks after pregnancy leave begins or twelve (12) weeks after the birth, still-birth, or miscarriage, in accordance with the Employment Standards Act.

18.04 Bereavement Leave

- a) Employees shall be granted five (5) scheduled working days leave without loss of pay for the bereavement of a spouse, which shall include common-law and same sex partner, mother, father, and child.
- b) Employees shall be granted three (3) scheduled working days leave without loss of pay

for the bereavement of a brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grand parent, grandchild, mother-in-law, father-in-law, step child, and step parent.

- c) In its discretion, the Employer may provide bereavement leave with pay, in the event of bereavement of a person outside the above noted scope of coverage.
- d) Where the funeral and/or burial take place outside of the province of Ontario, an employee may request additional unpaid days to accommodate travel time, such request will not be unreasonably denied.

18.05 Jury/Witness Duty

If a 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 the Employee's involvement in the case in their professional capacity, a supervisor may accompany the employee if necessary, and if requested by the employee.

A 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 the Employee's involvement in the case in their professional capacity.

18.06 Education Leave

- a) Each employee should be given equal opportunity to participate in educational, professional courses and meetings as selected by the Director and as operational requirements permit. Information concerning such courses and meetings pertaining to any aspects of the employment shall be posted as far as possible in advance, so that employees may make application to attend. Such attendance when authorized, shall be with pay and be considered continuation of employment.

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.

- b) An employee seeking to upgrade their qualifications by means of educational leave shall proceed to seek approval in the following sequence:
 - i) Education leave by the Employer. The criteria for granting such leave, presuming operational requirements permit, shall be the criteria set out in Article 15.01 (c) (ii);

- ii) Approval by the University or Community College.
- c) 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. Such leave shall be without pay, and seniority shall be retained, but not accumulated.

On successful completion, the employee shall return to a position within the classification held prior to the educational leave.

18.07 Employment Standards Act Job Protected Leave(s) of Absence

Employees may be eligible for leaves as set out in the Employment Standards Act, as amended from time to time.

18.08 Professional Leave

Professional Leave without pay will be granted subject to operational requirements to an employee who is elected to their respective professional college to attend regularly scheduled meetings of the college.

18.09 Quarantine Leave

Where a public health agency 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 and Insurance Act, the employee shall be entitled to a paid leave of absence for the period of the quarantine as required by the public health agency. Should the employee become ill during this period, the leave will convert to sick leave and the employee will be eligible for benefits in accordance with Article 25 (Appendix A).

18.10 Domestic or Sexual Violence Leave

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

ARTICLE 19 - HOURS OF WORK

19.01 Standard Operating Hours

- a) Central West LHIN operates seven (7) days per week, including holidays. The current operating hours are from 0800 – 2000 hours. These hours may change depending on the employer's operational requirements.
- b) The Employer must give the union a minimum of four (4) weeks notification of any

changes to the operating hours of the organization.

- c) The normal hours of work (core business hours) for a full-time employee shall be between the hours of 0800 – 2000, five (5) days per week, seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday, exclusive of a one (1) hour lunch period.

19.02 Scheduling Provisions

- a) A schedule will be created and posted one (1) month in advance of the start date for all employees for the following blocks of time: December – February, March - May, June - August and September – November.
- b) It is the responsibility of the employee to commit to the schedule once posted and to ensure that all posted shifts are covered by trading or finding alternate coverage or must work the shift. Employees will not be responsible for finding shift coverage/replacement in the event of an emergency, i.e. illness, family leave, bereavement leave.
- c) Requests for specific shifts, days off or other scheduling days shall be made in writing at least two (2) weeks prior to the posting of the schedules and shall not be unreasonably denied.
- d) Employees shall receive a minimum of twelve (12) hours off between shifts. Where employees work within the twelve (12) hour period, they will be paid at one and a half (1½) the regular hourly rate up to the twelve (12) hour break.
- e) A mutual change of a scheduled shift shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval to the supervisor. The exchange of shifts between employees shall not result in loss of coverage, overtime, or other additional costs.
- f) There will be no split shifts.
- g) To ensure adequate weekend coverage only, employees may be required to work up to seven (7) consecutive days in a two (2) week cycle. If this occurs employees shall receive time off in increments of two (2) consecutive days and eight (8) days in a four (4) week cycle.

Notwithstanding the above, employees may request that their two (2) days off be split if the results are consistent with the Employment Standards Act

- h) Circumstances may arise where back-up coverage by other employees may be required. In such circumstances, the Employer will seek such coverage within the affected classification according to the following sequence:

- i) First offer the additional hours to existing part-time staff not currently scheduled to the maximum hours;
 - ii) Attempt to schedule casual employees;
 - iii) Offer to full-time and part-time staff on a volunteer basis and subject to overtime pay after seven (7) hours in a day or thirty-five (35) hours in a week in accordance with Article 19.03.
 - iv) Assign staff, who has completed their probationary period, according to seniority starting at the bottom of the seniority list (subject to overtime after seven (7) hours in a day or thirty-five (35) hours in a week) in accordance with Article 19.03. An employee can only be assigned to work an overtime assignment twice per posted schedule.
- i) It shall be the responsibility of the employee to consult the posted schedules. The Employer will provide as much advance notice as practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the employee.
 - j) From Monday to Friday, employees will remain in their teams/business units and will be offered to work available shifts in-order of seniority and when required will be scheduled by reverse order of seniority.
 - k) The employee's starting time may be advanced or retarded providing the alternative starting and stopping times are arranged at least three (3) days in advance.
 - l) Employees will share on an ongoing rotational basis any shift that is required to meet the operational needs that are outside of the core business hours. Employees will receive adequate orientation and training for any assignment outside their business unit/team.
 - m) Where coverage is required outside the core business hours, management will endeavour to ensure that at least one staff person within their business unit and classification will be scheduled to work.
 - n) Where an employee is required to work Christmas Day, they will be scheduled off on New Year's Day and vice versa unless mutually agreed.
 - o) Management will ensure that employees are not required to work more than one (1) weekend in three (3).
 - p) Management will provide the union with a list of all probationary employees and

identify the prospective date that the employee will attain seniority. These employees shall be included in the posted schedule once their probationary period is completed and have attained a minimum standard with regards to skill and abilities.

19.03 Overtime

- a) When overtime is authorized from Monday to Saturday employees will be compensated at the rate of one and one-half (1 ½) times the regular rate or equivalent compensating time off at the option of the employee. When overtime is authorized on a Sunday employees will be compensated for overtime at the rate of double time (2 x) or equivalent compensating time off at the option of the employee. Compensating time shall be mutually agreed by the employee and their Manager. Overtime will be paid unless otherwise specified by the employee.

At no time may an employee bank more than twenty-one (21) hours in total lieu time.

- b) When an employee's work week has been scheduled to include the weekends, then this is considered to be the employee's normal work week and will not be subject to overtime.
- c) Casual and temporary employees, although not subject to Article 19.01, will be compensated for overtime after working seven (7) hours in a day or thirty-five (35) hours in a week, as provided in 19.03.

19.04 On-Call Service

An employee who is scheduled to remain available to conduct the work of the Employer via the telephone or in person during the on-call period shall be compensated as set out below:

- a) One hour, 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 one and a one-half (1 ½) times for all hours worked. On Sundays and paid holidays, compensation will be at the rate of double time (2x). In the event an employee spends any time responding to calls for the Employer during the on-call period, the Employee shall be paid a minimum of one-half (½) hour at the applicable rate.

The Employer will seek to maintain a roster of qualified staff who volunteer to participate in the on-call service. In the event there are insufficient volunteers, the Employer will schedule employees who have completed their probationary period, on a seniority basis starting at the bottom of the seniority list.

The employee shall also be reimbursed for any travel costs at the regular mileage rate.

19.05 Weekend Premium

Any employee who works a tour which extends into the weekend hours will receive a weekend premium of two dollars and thirty cents (\$2.65) per hour for each hour worked between 2359 Friday and 2359 Sunday to be implemented effective the date of ratification.

19.06 Evening Premium

Any employee who works a tour which extends beyond 1630 (Monday through Friday) will receive an evening premium of one dollar and sixty cents (\$1.90) per hour for each hour worked after 1630.

19.07 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.

19.08 Callback Pay

Where a regular full-time or regular part-time 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 and one-half (3 ½) hours pay. These hours will be paid at the applicable straight time hourly rate or the applicable overtime rate if the employee has worked more than seven (7) hours in a day or thirty-five (35) hours in a pay week.

19.09 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 and one-half (3 ½) 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.

19.10 Cancellation Pay

The employer shall provide employees with forty-eight (48) hours notice of a cancellation of hours of work. If the forty-eight (48) hours notice of cancellation is not provided, then the LHIN will pay the employee for all wages that would have been earned for the work that was cancelled. However, if any portion of the hours fall outside the forty-eight (48)-hour period, then there will be no further cancellation pay for those hours.

19.11 Standby Pay

In the event an employee is required to remain available for duty on standby outside their regularly scheduled hours, they shall be paid standby pay of three dollars (\$3.00) per hour for

the period of standby scheduled by the Employer.

- a) If the employee is required to report for work while on standby, the standby pay shall cease when the employee reports to work and the Employer shall be paid one and one half (1 ½) time their regular hourly rate for hours worked. They shall also be reimbursed for any travel costs at the regular mileage rate.
- b) If the employee is required to report to work while on standby on Sundays and paid holidays, the standby pay shall cease when the employee reports to work and the Employer shall be paid double time (2 x) their regular hourly rate for all hours worked. The employee shall also be reimbursed for any travel costs at the regular mileage rate.

19.12 Preceptor Premium

Where the Employer assigns an employee preceptor responsibility, they shall be paid one dollar and fifty cents (\$1.50) per hour for preceptor positions in pay band 6 and higher, and one dollar (\$1.00) per hour for other preceptor positions, for all hours worked, in addition to their regular salary and applicable premiums. This premium shall not form part of the employee's straight time hourly rate.

ARTICLE 20 - PHONE-IN

20.01 Employees who are unable to report for work at their regularly scheduled time shall phone into the 7200 Phone Line (attendance line) one hour prior to the start of their shift. In cases of emergency the call may be made by another person on the Employee's behalf. Similarly, employees are required to advise the 7200 Phone Line (attendance line) of their anticipated date of return as far in advance as possible.

ARTICLE 21 – MEDICAL CERTIFICATES

- 21.01 a) When the Employer requires that an employee be examined and reported upon by the employee's legally qualified physician (or Nurse Practitioner where the Carrier allows) such report shall contain sufficient information for the Employer to verify the legitimacy of the absence and that the employee is unable to work, and / or the employee's ability to return to work.
- b) The Employer may delegate this responsibility to an outside party.

ARTICLE 22 – VACATION

22.01 Full-time Vacation Entitlement

Vacation must be earned before it is taken.

An employee must either complete six (6) months of continuous service or complete their probationary period, whichever is the earlier, prior to taking any vacation time.

An employee shall be paid at the rate of their regular straight-time pay for the vacation days

taken.

Absence from work, except on vacation, in excess of six (6) consecutive weeks in the vacation year, shall result in a pro-rated loss of vacation.

Vacations with pay shall be granted to full-time employees in accordance with the following schedule:

Vacation hours are accrued for service on a bi-weekly basis as follows:

Salary Band 6-8

- a) Employees with less than fourteen (14) years of continuous seniority will accrue 5.39 hours (maximum of twenty (20) working days per year).
- b) Employees with fourteen (14) or more years of continuous seniority but less than nineteen (19) years of continuous seniority will accrue 6.731 hours (maximum of twenty-five (25) working days per year).
- c) Employees with nineteen (19) or more years of continuous service will accrue 8.076 hours (maximum of thirty (30) working days per year).

Salary Band 1-5

- a) Employees with less than five (5) years of continuous seniority will accrue 4.038 hours (maximum of fifteen (15) working days per year).
- b) Employees with five (5) or more years of continuous seniority but less than fourteen (14) years of continuous service will accrue 5.39 hours (maximum of twenty (20) working days per year).
- c) Employees with fourteen (14) or more years of continuous seniority but less than nineteen (19) years of continuous service will accrue 6.731 hours (maximum of twenty-five (25) working days per year).
- d) Employees with nineteen (19) or more years of continuous service will accrue 8.076 hours (maximum of thirty (30) working days per year).

22.02 Part-time Vacation Entitlement

Vacation must be earned before it is taken. When vacation time is taken, it is unpaid.

The number of hours vacation per month to which the employee is entitled is determined by multiplying the employee's applicable vacation factor (i.e. 1.25) by the employee's bi-weekly scheduled hours and dividing the product by ten (10).

Absence from work, except on vacation, in excess of six (6) consecutive weeks in the vacation year, shall result in a pro-rated loss of vacation.

An employee is entitled to vacation pay on every pay in accordance with the vacation factor percentage identified below:

Salary Band 6-8

- a) 1.67 days for employees with less than fourteen (14) years of continuous seniority (8% of earnings).
- b) 2.08 days for employees with fourteen (14) or more years of continuous seniority but less than nineteen (19) years of continuous seniority (10% of earnings).
- c) 2.5 days for employees with nineteen (19) or more years of continuous seniority (12% of earnings).

Salary Band 1-5

- a) 1.25 days for employees with less than five (5) years of continuous seniority (6% of earnings).
- b) 1.67 days for employees with five (5) or more years of continuous seniority but less than fourteen (14) years of continuous seniority (8% of earnings).
- c) 2.08 days for employees with fourteen (14) or more years of continuous seniority but less than nineteen (19) years of continuous seniority (10% of earnings).
- d) 2.5 days for employees with nineteen (19) or more years of continuous seniority (12% of earnings).

22.03 Casual/Temporary Vacation Entitlement

Casual/Temporary employees are entitled to vacation pay on every pay in accordance with the vacation factor percentage identified in Article 22.02.

22.04 Vacation Scheduling Language

- a) For the purposes of determining vacation, there shall be two vacation periods in each calendar year:

December 1st through May 31st

June 1st through November 30th

- b) The Employer shall determine, and shall post the number of employees, by category, who may be permitted to be absent on vacation at any time, based on the needs of the department and/or team.
- c) When submitting vacation requests, each team/department shall review their requests for the purpose of achieving team consensus.

- d) Where the team is not able to achieve consensus and the number of employees requesting the same vacation exceeds the allowable number for the department/team, then seniority shall be the deciding factor.
- e) The schedule for determining and posting vacations shall be as follows:

For the December through May vacation period:

- i) The Employer shall post, as in b) above, by September 1st
- ii) Vacation requests shall be submitted by October 1st
- iii) The approval/denial of the vacation request will be communicated to the employee by October 15th

For the June through November vacation period:

- i) The Employer shall post, as in b) above, by February 15th
 - ii) Vacation request shall be submitted by March 15th
 - iii) The approval/denial of the vacation request will be communicated to the employee by March 31st
- f) Vacation requests may be submitted at any time. Requests received after the October 1st and March 15th deadlines outlined in e) above shall be considered in order of receipt. Such requests shall not take precedence over the posted vacation schedule and shall not be unreasonably denied. The employee shall endeavour to make the request as soon as possible (at least 30 days) prior to the commencement of the vacation being requested. The manager shall respond to the request within ten (10) working days.
 - g) Requests submitted outside of the time limits set out in (f) above may be considered with mutual agreement of the manager and employee. Subject to operational requirements, these requests shall not be unreasonably denied.

- 22.05 If a full-time 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.
- 22.06 If a part-time or casual employee's employment is terminated for any reason, payment will be according to the vacation factor percentage outlined in Article 22.02.
- 22.07 An employee's accumulated vacation entitlement at any point in time shall not exceed the total vacation days earned over eighteen (18) months.
- 22.08 Where an employee, who is on an approved vacation, is admitted to a hospital, they shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization. The vacation days shall be placed back in their vacation bank.

ARTICLE 23 – HOLIDAYS

23.01 The following days will be recognized as paid holidays, and any other day proclaimed as a holiday by the Federal or Provincial Government:

New Year’s Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
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 Central West Local Health Integration Network as a holiday in lieu of the holiday falling on the Saturday or Sunday.

The afternoons of December 24 and December 31 shall be half (½) statutory holidays provided that these days fall on a scheduled work day.

In addition to the above holidays, full-time employees are entitled to one (1) floating holiday to be scheduled by mutual agreement between the employee and supervisor. Regular Full-Time employees hired after June 30th in any given year will not be eligible for one float day for the remainder of that calendar year. Float holidays must be taken as time-off during the calendar year. No carryover or cash out of unused float holidays will be permitted.

In the event that an additional national holiday and/or provincial holiday is declared, it shall be observed in lieu of a float holiday and a float holiday will be discontinued.

23.02 a) Full-Time, Part-Time and Temporary Employees

In order to qualify for payment of the above holidays an 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) days.

b) Casual Employees

In order for Casual employees to qualify for payment for the above named holidays a Casual employee:

- i) must have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday; and
- ii) must work the full scheduled shift immediately preceding the holiday 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) days.

23.03

- a) A Full-Time and Part-time employee required to work on any of the above holidays will receive, in addition to the Employee's normal day's pay, payment at the rate of double time (2x) for all hours worked on the holiday. As an alternative, an employee who works seven (7) hours on any of the above holidays will be granted, on request, double time (2x) for all hours worked on the holiday and one alternate day off with regular pay within sixty (60) days of the holiday at the Employee's option.
- b) A Casual or Temporary employee who is required to work and works on a holiday as listed in Article 23.01 will receive pay at the rate of one and one-half (1 1/2) times their regular straight time hourly rate for work performed on such holiday, in addition to their regular pay for the day.

ARTICLE 24 – TRANSPORTATION ALLOWANCE

24.01 All employees shall receive a mileage allowance to be paid in accordance with the Employer's travel allowance policy and consistent with the maximum allowable under the CRA guidelines. 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 the Employee's home is greater than the distance from the Employee's home to the Employee's assigned office, then mileage may be claimed for the difference.

24.02 All work related parking costs incurred by the employee will be paid by the employer.

ARTICLE 25 – GROUP INSURANCE AND PENSION PLAN

25.01 The Employer shall pay the premium of adequate insurance to totally cover all employees in the event of any legal action brought against an employee while performing their assigned duties for the Employer.

25.02 Full-time Benefits

- a) 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 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) days prior to implementing such change.

- b) Entitlement to the benefits set out in this Article shall become effective commencing the first day of the month following the completion of three months of employment.
- c) For 25.02 (b) above, 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.
- i) Life insurance of two times (2x) annual rate;
 - ii) Accidental death and dismemberment insurance of two times (2x) annual rate;
 - iii) Extended health benefit on a \$10 individual and \$10 family deductible basis;
 - iv) The maximum coverage for hearing aids of \$500 every five (5) years;
 - v) The LHIN will provide a Drug Card subject to a dispensing fee cap of \$10.00 per prescription filled. Implementation will not result in any change to the actual coverage provided by the plan;
 - vi) Practitioner services benefit coverage is \$375 per year per practitioner. A physician's written authorization is not required for the following practitioner services:
 - Physiotherapist (effective April 1, 2022 benefit coverage increase to \$390)
 - Registered Speech Pathologist (effective April 1, 2023 benefit coverage increase to \$400)
 - Clinical Psychologist
 - Chiropractor, Osteopath or Naturopath
 - Podiatrist or Chiropodist (effective April 1, 2023 Chiropodist benefit coverage increase to \$400)

Effective November 1, 2018, increase in Massage Therapist benefit coverage to \$425.
 - vii) Compulsory dental plan - to be administered in accordance with the current ODA fee schedule. The premiums for the basic plan to be 100% paid by the Employer. The premiums for the major restorative benefit including orthodontic benefit to be 50% paid by the Employer with the employee portion being paid through payroll deduction. The maximum yearly benefit for the basic plan and major restorative will be \$2500 per person.

Dependents under 21 years of age (25 if a full-time student) are eligible for the orthodontic benefit on a 50% reimbursement basis for a lifetime maximum of \$1500 per individual per lifetime;
 - viii) Short Term Sick Leave Benefit Plan – Appendix A;
 - ix) Vision care - benefit \$400/24 months, \$400/12 months for dependents. It is

understood that this benefit may be used towards laser eye surgery.
Effective April 1, 2023 Vision care benefit coverage to increase to \$425/24 months, \$425/12 months for dependents.

- x) The Employer will pay for the cost of one (1) eye exam up to a maximum of ninety (\$90.00) dollars every twenty-four (24) months except where dependents are covered by OHIP;
- xi) Travel insurance of \$1M will be provided to full time employees per trip. Trip duration shall be sixty (60) days or fewer. The benefit is valid for active employees up to age sixty-five (65);
- d) Retiree coverage up to age 65 - effective January 1, 1990:
 - 1. employees who retire on an unreduced pension with 10 years of service have the option to opt into one or both of the Retiree benefits noted below;
 - 2. Life Insurance - One times (1x) Annual Salary 50% employer paid and 50% employee paid;
 - 3. Major Medical - \$10,000 Lifetime benefit 100% employee paid

25.03 The Employer shall make available to full-time employees:

- a) Voluntary Accidental Death and Dismemberment Plan;
- b) Long Term Disability Insurance Plan – 100% Employee Paid.

All employees who choose to participate in these schemes shall pay the employee's premium cost. Employees up to 65 years of age, engaged after December 1, 1974, shall as a condition of employment participate in the Long Term Disability Insurance Plan and underwrite the monthly premium cost.

Entitlement to Long Term Disability benefits set out above shall become effective the first day of the month following completion of the probationary period.

25.04 **Part-time Benefits**

- a) A regular part-time employee shall receive thirteen percent (13%) of their straight time hour rate in lieu of benefits. In the event the employee chooses to participate in the pension plan (25.07), this in lieu payment will be reduced by the amount equal to the Employer's contribution to the pension plan if they do participate in the pension plan. 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.
- b) It is understood and agreed that the part-time employee's hourly rate in this Agreement does not include the additional percent in lieu of benefits. Accordingly, the percent in lieu of benefits is not included for the purpose of computing any premium or overtime

payments.

25.05 Casual/Temporary Benefits

Casual and temporary employees shall receive thirteen percent (13) of their straight hourly time in lieu of benefits. In the event the employee chooses to participate in the pension plan (25.07), this in lieu of payment will be reduced by an amount equal to the Employer's contribution to the pension plan.

25.06 The Employer will continue to remit the legislated payments required by the Ontario Health Tax.

25.07 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.

25.08 The Employer shall provide coverage for all employees in accordance with the requirements of the Workplace Safety and Insurance Board (WSIB).

25.09 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.

25.10 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.

25.11 Active Employees – Post Age 65 Benefits

Full-time employees who continue to be employed past age 65 shall be eligible for the following benefits only under the same cost-sharing basis as other full-time employees, up to the age of 70:

- Extended Health Care
- Dental
- Life Insurance (1/2 of amount for pre-age 65)

At age 70 and beyond, a full-time employee will be treated as a part-time employee in accordance with Article 25.04 for all purposes listed within that provision.

ARTICLE 26 – WAGES

26.01 The Employer shall classify employees in accordance with the following listing of classifications and pay the wage rates applicable thereto in accordance with the attached Schedule 1 forming part of this Agreement.

Salary Band 8	Nurse Practitioners
Salary Band 7	Advanced Practice Nurses Pharmacists French Language Coordinator
Salary Band 6	Case Manager/Care Coordinator Registered Nurse Decision Support Analyst/Information Analyst Business Systems Analyst
Salary Band 5	Data Coordinator Purchasing & Contracts Coordinator Records Coordinator Placement Facilitator
Salary Band 4	Communications Specialist Quality Data Assistant Technical Coordinator
Salary Band 3	Systems Operator Registered Practical Nurse Information and Referral Specialist Support Analyst
Salary Band 2	Accounting Assistant Accounts Payable Assistant Team Assistant Facilities and Purchasing Assistant
Salary Band 1	

26.02 **Step Progression**

- a) Full-time employees will advance one (1) step on the salary schedule annually on the anniversary date corresponding to their subsequent completed year of service in the classification.
- b) Part-time and casual employees will advance one (1) step on the salary schedule based on completion of 1700 hours worked.
- c) An employee who changes status from regular full-time to regular part-time or vice versa in the same classification shall remain at the same step on the salary schedule.

26.03 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, promoted, 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 the closest step to their previous rate.

The date of such assignment, promotion, or reclassification shall become the anniversary date for application of the step progression as set out in Article 26.02.

26.04 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) 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.

26.05 The parties agree to establish and maintain a Joint Job Evaluation Program. All matters related to the classification of new or existing jobs shall be dealt with in accordance with the terms as negotiated between the parties and set out in the following documents:

- 1) Job Questionnaire
- 2) Job Evaluation System Manual (Including Factor Weightings)
- 3) Joint Job Evaluation Committee Manual

26.06 Newly hired employees who possess the qualifications to assume the basic duties and responsibilities of a position, shall normally be assigned to the Step 1 rate of the wage schedule applicable to that employee's classification.

Previous pertinent experience shall be recognized only at the time of initial hire to the degree of one increment for each one (1) year of previous pertinent experience.

ARTICLE 27 – JOINT MODIFIED WORK COMMITTEE

27.01 Employees returning to work from an illness or injury who require an accommodation will 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 immediate supervisor, 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.

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.

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

27.03 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.

27.04 The Committee will be responsible for:

- a) Determining if the employee's regular job can be modified;
- b) Comparing the demands of jobs and tasks with an employee's current abilities;
- c) Recommending duties to be assigned to the injured worker which allow the Employee to ease back to a full workload gradually;
- d) Such other related matters as the Committee deems appropriate.

ARTICLE 28 – JOB SHARING

The Employer agrees to consider Job Sharing arrangements based on operational requirements and feasibility of said arrangement within the business units:

1. Two (2) employees who are employed in the same classification may request to share the hours of work of what would otherwise be one (1) Full-Time position provided each of the two (2) employees has actually worked one (1) full year or one thousand seven hundred (1700) hours or more in the position.
2. The request shall be limited to splitting one (1) Full-Time (FTE) position into roughly equal parts as may readily be put into practice.
3. The document requesting the job sharing arrangement shall be signed by the employees and by the Union.
4. Notwithstanding the above, the employees involved in a job sharing arrangement will be classified as Full-Time and will be covered by the Full-Time provisions of the Collective Agreement, unless amended by this Article.
5. Service for each job sharer in the job sharing arrangement and benefits related thereto shall be one-half (1/2) the Full-Time accrual for the period of operation of the job sharing arrangement. Vacation entitlement, sick leave benefits, wage progression, holiday pay, and all other benefits related to service shall be half the Full-Time entitlement. Seniority for job sharers shall accrue in accordance with Article 14.02(b).
6. Following a request from two (2) Full-Time employees pursuant to above, the Employer shall have the right to determine whether it will implement a job sharing arrangement for a given position or terminate a job sharing arrangement in effect.
7. Benefits:
 - a) The Employer's contribution to premiums for benefits pursuant to Article 25 - Benefits for an employee in the job sharing arrangement who participates in the benefits shall be fifty per cent (50%) of the contribution paid by the Employer in respect of Full-Time employees.
 - b) Job sharers are not eligible for Long-Term disability insurance benefit coverage and will receive 0.67% of the employee salary in lieu of this benefit.
8. The job sharers involved will determine which job sharer works on a paid holiday.
9. If the employment of one of the job sharers is terminated for any reason, the remaining job sharer shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated.
10. When one of the job sharers is:
 - a) Absent or unable to attend work as scheduled for any reason (including without limitation vacation, illness, statutory holiday or leave of absence) for thirty (30) calendar days or less, the remaining job sharer shall assume both parts of the

previously shared position and # 5 and # 7 (a) shall continue to apply. There shall be no premium cost paid for so doing or for short notice. The remaining job sharer is not required to cover for the absent job sharer if the remaining job sharer is on vacation, ill or on a leave of absence; or

- b) Absent or unable to work for more than thirty (30) calendar days, the job sharing arrangement shall be suspended for the duration of the absence and the remaining job sharer shall assume both parts of the previously shared position. During the period in which the remaining job sharer assumes both parts of the previously shared position #5 shall not apply and for the next immediate period or periods for which a premium for benefits is owing #7 (a) shall not apply until the absent job sharer returns.

11. In the event the Employer or one of the employees terminates a job sharing arrangement:

- a) The more senior of the two (2) job sharers shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated. The more junior employee will revert to a vacant comparable position if there is one available or if there is no vacant comparable position available be laid off according to the Collective Agreement. # 7(a) shall apply until the next immediate period or periods for which a premium for benefits is owing.
- b) In the case of one (1) of the job sharers terminating the job sharing arrangement, the employee who did not terminate the job sharing arrangement shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated. The employee who terminated the job sharing arrangement will revert to a vacant comparable position if there is one available or if there is no vacant comparable position available be laid off according to the Collective Agreement. # 7 (a) shall apply until the next immediate period or periods for which a premium for benefits is owing.

12. The job sharing arrangement shall not result in additional costs to the Employer, including overtime, which would not have been required in the absence of the job sharing arrangement. Notwithstanding the above and Article 23.02 (a) of the Collective Agreement, each job sharer must have earned wages on at least eight (8) days during the four (4) weeks immediately preceding the holiday to qualify for holiday pay.

13. Each job sharer as a condition for participating in the job sharing arrangement shall be required:

- a) To be available for any in-service for which the Employee would have been available but for said employee's participation in the job sharing arrangement. Job sharers will first seek to switch their schedules, with the approval of their

supervisor, to allow both parties to attend the in-service. If the scheduled work for the job sharers and of the in-services does not permit a switch of schedules which would allow the attendance of both job sharers, then the Employer may require the job sharer who would otherwise miss the in-service to attend and will pay the job sharer for the time at the in-service but will not be required to pay any minimum reporting pay; and

b) In co-operation with the Employee's job sharing partner, communicate sufficient information to each other to provide continuity in service delivery and the additional time to do so shall be without pay.

14. The Employer agrees to implement the above job sharing plan on a six (6) month pilot basis unless otherwise agreed by both parties. The Employer and the Union each have the right to discontinue the job sharing arrangement at the completion of the six (6) month pilot period or thereafter after providing the other party with thirty (30) days notice. In the event the job sharing plan is discontinued according to the above, the job sharer will revert to a vacant comparable position or if there is no vacant comparable position available be laid off according to the collective agreement.

ARTICLE 29 – PROFESSIONAL RESPONSIBILITY

29.01 The parties agree that client care is enhanced if concerns relating to professional practice, client acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that the employer assigns a workload to an individual or group such that they have cause to believe that they are being asked to perform more work than is consistent with proper client care, they shall:

- a) At the time the workload issue(s) occurs, the employee will discuss the issue(s) with the program manager to develop strategies to meet client care needs using current resources.
- b) If necessary, the employee will, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer (who could be within the bargaining unit) who has responsibility for timely resolution of workload issues.
- c) Failing resolution of the workload issue at the time of the occurrence, the employee(s) will further communicate the issue(s) with their Manager or designate within five (5) working days. The Manager will provide a written response to the complainant(s), copied to the bargaining Unit Vice President or designate within ten (10) calendar days.
- d) Failing resolution in (c) above and within ten (10) calendar days of receiving the

response from the Manager, the employee(s) may forward the complaint in writing to the Vice President, Home and Community Care or designate who will discuss the issue within five (5) working days. The Vice President, Home and Community Care or designate will provide a written response to the complainant(s) within ten (10) calendar days, with a copy to the bargaining Unit Vice President or designate.

- e) Failing resolution in (d) above and within ten (10) calendar days of receiving the response from the Vice President, Home and Community Care the employee(s) may forward the complaint in writing to the Labour Management Committee. The Chair of the Labour Management Committee shall convene a meeting of the Labour Management Committee within fifteen (15) calendar days of the complaint being forwarded to the Committee. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties and report the outcome to the parties. In the event a satisfactory solution is not achieved the matter may be referred to the CEO for resolution.

ARTICLE 30 – DURATION

30.01 This Agreement, which supersedes all previous Agreements, will remain in effect from and including the 1st day of April, 2021 to the 31st day of March 2024. Notice of amendment or termination may only be given during a period of ninety (90) days preceding the 31st day of March 2018, or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect.

Unless specifically noted otherwise, all provisions will be implemented at the date of ratification of this Memorandum of Settlement by the Union.

LETTERS OF UNDERSTANDING: The following letters of understanding form an integral part of this collective agreement.

Signed on this 23rd day of February, 2022.

For the Union

Lely Perlas Lely Perlas

Naomi Dixon Naomi Dixon

Yvonne Allen Yvonne Allen

Wendy Gairy Wendy Gairy

Sophia Brown Sophia Brown

Atixhe Zeneli Atixhe Zeneli

For the Employer

Richlyn Lorimer Richlyn Lorimer

Cathy Douglas Cathy Douglas

Nancy Saxton Nancy Saxton

Julija Simonelis Julija Simonelis

Brenda McCarthy Brenda McCarthy

Appendix A

1. Short-Term Sick Leave is applicable for up to fifteen (15) weeks for each separate period of non-occupational illness or disability. Full salary benefits, however, will be limited in any anniversary year, to the number of weeks of entitlement as indicated below.
2. Benefits are based on an employee's regular earnings and paid through payroll. For the purpose of this article, continuous service is deemed to include continuous service outside of the bargaining unit.
3. Benefits will be paid for as many separate and distinctive periods as may occur, but successive disabilities due to the same cause will be treated as a continuation of the original disability, unless the periods of absence are separated by a return to active pre-illness/pre-injury status of employment for a period of at least six (6) months.
4. Medical interviews or examinations by professionally qualified medical staff may be required under the following conditions:
 - a) when an employee has returned to work following an absence due to sickness or disability shall be required to provide a medical certificate upon request of the employer.
 - b) immediately following an accident which has occurred on the job;
 - c) when an employee wishes to leave work during working hours on account of sickness, or when the employer has reason to believe that an employee should be sent home on account of sickness.
5. 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 and the union shall have a meeting to discuss the need for an independent assessment. At this meeting, the employer and the union shall attempt to agree upon a physician to perform the medical assessment. Where the parties are unable to agree, the employer shall have the right to select the physician to perform the medical assessment.
6. If the employer requires the employee to obtain a medical certificate, the employer shall pay the full cost of the certificate.
7. Benefits are provided based on the employee's length of continuous service and in accordance with the following schedule:

Appendix A

Short Term Sick Leave Benefit Plan

Length of Service	Full Salary	2/3rds of Salary
Less than 4 months	Nil	Nil
4 months but less than 1 year	Nil	15 weeks
1 year but less than 2 years	2 weeks	13 weeks
2 years but less than 3 years	3 weeks	12 weeks
3 years but less than 4 years	4 weeks	11 weeks
4 years but less than 5 years	5 weeks	10 weeks
5 years but less than 6 years	6 weeks	9 weeks
6 years but less than 7 years	7 weeks	8 weeks
7 years but less than 8 years	8 weeks	7 weeks
8 years but less than 9 years	9 weeks	6 weeks
9 years but less than 10 years	10 weeks	5 weeks
10 years but less than 11 years	11 weeks	4 weeks
11 years but less than 12 years	12 weeks	3 weeks
12 years but less than 13 years	13 weeks	2 weeks
13 years but less than 14 years	14 weeks	1 week
14 years or more	15 weeks	Nil

SCHEDULE 1

Classifications and Rates of Pay

April 1, 2021

		Step							
		H	G	F	E	D	C	B	A
Band	8	\$52.43	\$53.54	\$54.64	\$55.75	\$56.89	\$58.06	\$59.80	\$61.02
	7	\$42.77	\$43.78	\$44.78	\$45.81	\$46.86	\$47.93	\$49.29	\$50.42
	6	\$39.43	\$40.26	\$41.08	\$41.92	\$42.78	\$43.65	\$44.96	\$45.87
	5	\$34.89	\$35.76	\$36.62	\$37.51	\$38.36	\$39.26	\$40.13	\$41.00
	4	\$32.21	\$33.17	\$34.16	\$35.19	\$36.26	\$37.34	\$38.46	\$39.60
	3	\$28.54	\$29.26	\$29.95	\$30.67	\$31.37	\$32.08	\$32.80	\$33.49
	2	\$23.26	\$23.84	\$24.42	\$25.01	\$25.58	\$26.17	\$26.75	\$27.33
	1	\$21.55	\$22.07	\$22.65	\$23.18	\$23.72	\$24.26	\$24.83	\$25.35

April 1, 2022

		Step							
		H	G	F	E	D	C	B	A
Band	8	\$52.95	\$54.08	\$55.19	\$56.31	\$57.46	\$58.64	\$60.40	\$61.63
	7	\$43.20	\$44.22	\$45.23	\$46.27	\$47.32	\$48.41	\$49.78	\$50.92
	6	\$39.83	\$40.66	\$41.49	\$42.34	\$43.21	\$44.09	\$45.41	\$46.33
	5	\$35.24	\$36.12	\$36.99	\$37.88	\$38.75	\$39.65	\$40.53	\$41.41
	4	\$32.53	\$33.50	\$34.51	\$35.54	\$36.62	\$37.71	\$38.84	\$40.00
	3	\$28.82	\$29.55	\$30.25	\$30.98	\$31.68	\$32.40	\$33.13	\$33.82
	2	\$23.49	\$24.08	\$24.67	\$25.26	\$25.83	\$26.43	\$27.02	\$27.60
	1	\$21.76	\$22.29	\$22.87	\$23.42	\$23.96	\$24.51	\$25.08	\$25.61

April 1, 2023

		Step							
		H	G	F	E	D	C	B	A
Band	8	\$53.48	\$54.62	\$55.74	\$56.87	\$58.04	\$59.22	\$61.00	\$62.24
	7	\$43.63	\$44.66	\$45.68	\$46.73	\$47.80	\$48.90	\$50.28	\$51.43
	6	\$40.22	\$41.06	\$41.91	\$42.76	\$43.64	\$44.53	\$45.87	\$46.79
	5	\$35.59	\$36.48	\$37.36	\$38.26	\$39.13	\$40.05	\$40.94	\$41.82
	4	\$32.85	\$33.84	\$34.85	\$35.90	\$36.99	\$38.09	\$39.23	\$40.40
	3	\$29.11	\$29.84	\$30.56	\$31.29	\$32.00	\$32.72	\$33.46	\$34.16
	2	\$23.73	\$24.32	\$24.91	\$25.52	\$26.09	\$26.69	\$27.29	\$27.88
	1	\$21.98	\$22.52	\$23.10	\$23.65	\$24.20	\$24.75	\$25.33	\$25.86

**LETTER OF UNDERSTANDING
BETWEEN:
CENTRAL WEST LOCAL HEALTH INTEGRATION NETWORK
(hereinafter referred to as the "Employer")
And
CANADIAN UNION OF PUBLIC EMPLOYEES UNION LOCAL 966
(hereinafter referred to as the "Union")
Re: Attendance Management**

Central West LHIN 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. The Employer is committed to the following provisions:

1. The Ontario Human Rights Code will be adhered to;
2. The Union will be advised and provided with regular updates at Labour Management Meetings
3. Staff will be given notice of all changes to current management practices;
4. Emergency Leave provisions will be implemented;
5. Family Leave provisions will be implemented;
6. An Accommodation policy will be implemented;
7. Article 27, (Joint Modified Work Committee) will be utilized where required.

Notwithstanding the above, the Employer will introduce an attendance management program which will require adherence to the following provisions:

1. A 1-888 number has been implemented;
2. When an employee is absent, they will be required to call in one (1) hour in advance of their scheduled start time whenever possible;
3. Employee may be required to substantiate any absences. The Employer retains the right to determine the validity of any absences in accordance with the collective agreement;
4. A referral to an independent medical practitioner may be required where medical evidence is deemed to be unsatisfactory to the Employer, in accordance with the Collective Agreement. The Employer will pay for any related costs associated with this practice.
5. Counselling, support and referral to EAP will assist employees identified under this provision.

**LETTER OF UNDERSTANDING
BETWEEN:
CENTRAL WEST LOCAL HEALTH INTEGRATION NETWORK
(hereinafter referred to as the “Employer”)
And
CANADIAN UNION OF PUBLIC EMPLOYEES UNION LOCAL 966
(hereinafter referred to as the “Union”)
Re: Article 19 – Hours of Work**

Notwithstanding Article 19 (Hours of Work), the parties agree that they are committed to the following:

1. Through the Labour Management Committee, ongoing solutions will be explored and implemented to minimize the impact of non-core business hour coverage on the employee group. These solutions shall include but not be limited to the following:
 - a. The potential implementation of twelve (12) hour shifts over the weekend coverage period;
 - b. The potential recruitment of Health Care Professionals to staff twelve (12) hour shifts for weekend coverage;
 - c. The potential recruitment of Team Assistants to staff twelve (12) hour shifts for weekend coverage;
 - d. The employer shall endeavour to establish permanent shifts to include weekend shift coverage.
2. Meet within 90 days of ratification of the CA to discuss the 12-hour shifts for employees in the ICT program. The parties shall execute a new MOU that outlines the hours of work for 12-hour shifts including, but not limited to: a description of the shift schedule, statutory holidays, sick days (where applicable), paid and unpaid breaks, vacation accrual (where applicable).
3. Meet on a regular basis, the first meeting to be within 30 days of ratification, to review and discuss the status of any business initiatives/process changes/client demands that may have an impact on the employees with regards to the administration of Article 19.

**LETTER OF UNDERSTANDING
BETWEEN:
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(hereinafter referred to as the "Union")
Re: Part-Time Benefits**

Upon ratification of this Agreement, Part-time benefit coverage will no longer be available for part-time employees. Newly hired part-time employees will receive a percentage in lieu of benefits. The Employer agrees to grandfather current part-time employees who are participating in part-time benefit coverage. Should the employee status change, this grandfathering clause (outlined below) is no longer applicable.

Effective May 1, 1992 the Employer will provide the insured benefit plans set out above in Articles 24.02 and 24.03(a) to part-time employees, in accordance with the rules and regulations of the plans held by the insurance companies. Benefits for part-time employees will be paid at a rate of 50% of full-time benefits.

**LETTER OF UNDERSTANDING
BETWEEN:
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(hereinafter referred to as the "Employer")
And
CANADIAN UNION OF PUBLIC EMPLOYEES UNION LOCAL 966
(hereinafter referred to as the "Union")
Re: Hospital to Home Program**

The parties agree as follows:

1. It is expressly understood that the terms and conditions below apply only to the Hospital to Home program.
2. RNs and RPNs associated with the H2H project will work twelve (12) hour shifts. Each shift shall contain one unpaid meal break of forty-five (45) minutes' duration and paid breaks totaling forty-five (45) minutes per shift, for a total of 11.25 hours paid time per shift. For full-time employees, six (6) shifts in a two-week pay period shall constitute full-time hours, and reimbursement shall be made for a full seventy (70) hours per pay period.
3. No employee shall be scheduled to work in excess of three (3) consecutive twelve (12) hour shifts, unless by mutual agreement. Further, employees will not be scheduled to work more than two (2) weekends in a four (4) weeks period.
4. RNs and RPNs associated with the H2H program may be required to perform on-call duties based on scheduling needs, in accordance with Article 19.04 of the Collective Agreement.
5. Overtime provisions of Article 19.03 will apply after 67.5 hours worked in a pay period, and/or after 12 hours in a shift.
6. Shift, weekend and statutory holiday premiums shall apply for hours worked in accordance with the Collective Agreement. There shall be no pyramiding of premiums.
7. With the exception of statutory holiday premiums for hours worked, there shall be no additional payment for statutory holidays. (Payment for statutory holidays is considered to be included in the 2.5 hours per pay period premium for FT employees, per #3 above). In addition, each full-time employee shall be entitled to two floating holidays of 11.25 hours each, with pay, in each calendar year, in accordance with Article 23.01 of the Collective Agreement. Similarly, Regular part-time employees are entitled to one (1) floating holiday of 11.25 hours in each calendar year.
8. RNs and RPNs associated with the H2H program will be based out of assigned primary locations and mileage reimbursement will be applied in accordance with Article 24.01.
9. All other terms and conditions of the Collective Agreement shall apply, except as amended by this Memorandum.
10. The parties agree to meet within 90 days of the signing of this Memorandum, or earlier at the request of either party, to review the program and discuss the status of business changes that impact the terms of the Memorandum.

LETTER OF UNDERSTANDING
BETWEEN:
CENTRAL WEST LOCAL HEALTH INTEGRATION NETWORK
(hereinafter referred to as the “Employer”)
And
CANADIAN UNION OF PUBLIC EMPLOYEES UNION LOCAL 966
(hereinafter referred to as the “Union”)
Re: 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.

**LETTER OF UNDERSTANDING
BETWEEN:
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(hereinafter referred to as the “Employer”)
And
CANADIAN UNION OF PUBLIC EMPLOYEES UNION LOCAL 966
(hereinafter referred to as the “Union”)
Re: Disclosure Directives**

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.