

COLLECTIVE AGREEMENT

Between

ONTARIO HEALTH atHOME for CHAMPLAIN
(formerly Champlain Local Health Integration Network operated under
the name Home and Community Care Support Services Champlain)

And

THE OTTAWA-CARLETON PUBLIC EMPLOYEES' UNION
LOCAL 503 (IN AFFILIATION WITH C.U.P.E.)

August 1, 2024 - July 31, 2025

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ARTICLE 1 - PURPOSE

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

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

ARTICLE 2- SCOPE OF BARGAINING UNIT

2.01 RECOGNITION

The Employer recognizes the Union as the bargaining agent for all office and clerical Employees of the Champlain LHIN, save and except supervisors, those above the rank of supervisor and those excluded pursuant to s. 1(3) (b) of the *Labour Relations Act*.

2.02 DEFINITIONS

Agreement:

"Agreement" means the collective agreement between Champlain Local Health Integration Network and The Ottawa-Carleton Public Employees Union Local 503 (In Affiliation with C.U.P.E.).

Employer:

"Employer" means the Champlain Local Health Integration Network.

Union:

"Union" means The Ottawa-Carleton Public Employees' Union Local 503, (in affiliation with C.U.P.E.).

Employee:

"Employee" means a member of the bargaining unit represented by the Union.

Full-time Employee:

"Full-time Employee" means an Employee who is regularly scheduled to work seventy (70) hours in a two week pay period.

Part-time Employee:

"Part-time Employee" means an Employee who is regularly scheduled to work fifty-six (56) hours or less in a two week pay period.

Temporary Employee:

"Temporary Employee" means an Employee who is hired for a fixed term and who is replacing a Full-time or Part-time Employee who is on a leave of absence provided for or contemplated in the Collective Agreement or who is employed in a special and limited duration of not more than one year arising from circumstances such as an experimental or special program. The parties may extend the fixed term by mutual agreement.

Casual Employee:

"Casual Employee" means an Employee employed to fulfill the Employer's requirement for relief workers. A Casual Employee does not have any set hours of work and may be called to work as and where required.

Float Employee:

A float Employee is one who has guaranteed hours of work and is not on a pre-determined schedule and may be called to work in any office as required and is not assigned to any given office(s).

Day:

A "day" means a calendar day.

Position:

A "Position" means the position title as set out in Appendix II of the Agreement.

Assignment:

An "Assignment" means the description of the geographic location, and team or office to which an Employee in a Position is assigned.

Employees who post into temporary assignments and have come to the end of their temporary assignment shall return to their former substantive position.

Payroll Year:

The "Payroll Year" is a period commencing on the 1st day of the first payroll period for which the Employee is paid in a calendar year and ending on the last day of the last bi-weekly payroll period in a calendar year.

- 2.03 A "spouse" includes a spouse of the same sex and dependents include dependents of the same sex spouse
- 2.04 Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used if the context so requires.

ARTICLE 3 - RELATIONSHIP

3.01 NO DISCRIMINATION/HARRASSMENT

Discrimination

The Employer and the Union agree that there will be no discrimination by either party or by any employee 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 with 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 or origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, disability, sexual orientation, gender identity or gender expression.
- (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by their employer or agent of the employer or by another employee.
- (c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to utilize the complaints process as set out in the Employer's harassment policies and process, this does not preclude employees from accessing the grievance procedure.
- (d) In recognizing the importance of a harassment free environment, the Employer will review Employer policies and processes with respect to harassment with the Employee during their orientation period.
- (e) Where an Employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- (f) The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*.

3.02 RECOGNITION OF LABOUR REPRESENTATIVES

The Employer shall recognize the Union's Employees, its elected officers and its Shop Stewards. None of the Union's representatives shall communicate with an Employee during the Employee's working hours without the prior permission of the Employer. This is not intended to prevent brief communications between Employee and Union representatives.

Subject to other provisions, a Union representative who is also an Employee who is scheduled to attend a meeting with the Employer during the Employee's regularly scheduled working hours shall not be unreasonably denied the opportunity to attend. Time spent attending the meeting will be without loss of earnings.

3.03 CORRESPONDENCE

Where the Agreement requires that one party forward correspondence to the other, the Employer shall forward its correspondence to the CUPE National Representative, to the Union President, or designate and the Union shall forward its correspondence to the Director, Human Resources or designate. Where the Union President or the Employer's Chief Executive Officer appoints a designate for the purposes of this Agreement, the other party shall be advised of this in writing.

3.04 UNION ACTIVITY ON PREMISES

The Union agrees that membership solicitation and other Union activity shall not take place during an Employee's working hours or on the Employer's premises.

The Union agrees that it shall not utilize the Employer's email or telephone system for the purposes of communicating with Employees with respect to Union business without the prior written consent of the Employer unless the CUPE National Representative must communicate with the Shop Stewards.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.

Without limiting the generality of the foregoing, management's rights include:

- (a) The right to maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its Employees, and the right to discipline or dismiss Employees for just cause.

- (b) The direction of the working forces; the right to plan, direct and control the operation of the Employer; the right to introduce new and improved methods, facilities and equipment; the right to determine the amount of supervision necessary; the right to combine or split up departments; the right to establish work schedules; the right to establish standards and quality of care; and the right to determine the extent to which the Employer will be operated including any increase or decrease in employment.
- (c) The right to select, hire, transfer, assign, promote, demote, classify, lay-off, recall and discipline, suspend or dismiss Employees for just cause.
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment owned or controlled by the Employer.
- (e) The right to generally operate the Employer in a manner consistent with the obligations of the Employer to the general public in the community served.

The Employer agrees that in exercising its rights, as enumerated above, it will do so in a manner not inconsistent with the provisions of this Agreement.

ARTICLE 5 – NO STRIKE, NO LOCKOUT

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

ARTICLE 6 - HOURS OF WORK

6.01 REPORTING

When an Employee is scheduled and reports to work and no work is available, this Employee shall be paid a minimum of three hours at their regular rate of pay.

Should an Employee report to their scheduled work location and be directed to an alternative work location, the Employer shall transport the Employee or pay mileage and parking in accordance with this collective agreement, if the Employee drives their own vehicle to such alternative work location on the Employer's time.

6.02 HOURS OF WORK

The core hours of work for full-time Employees shall be seventy (70) hours bi-weekly, seven (7) hours per day exclusive of an unpaid meal period of one (1) hour. The core hours of work for part-time Employees shall be fifty-six (56) hours or less bi-weekly and seven (7) hours per day or less, exclusive of an unpaid meal period of one (1) hour.

The Employer shall use its best efforts to provide at least one week of advance notice of a shift change, full-time Employees, excluding full-time floats, having received less than forty-eight (48) hours advance notice of a change in shift and such Employee works the changed shift, the Employee shall receive a premium equal to four (4) hours pay at the Employee's regular rate of pay. Shift changes initiated by Employees shall not qualify for the additional payments referred to in this subparagraph.

6.03 (a) Subject to the following, Employees shall be scheduled to work between the core hours of 7 a.m. and 6 p.m., Monday to Friday.

- (i) The Employer may schedule all Employees hired after January 1, 2007 to work between the hours of 7 a.m. and 12 a.m., Monday to Sunday.
- (ii) The Employer may schedule any Employees currently regularly scheduled outside the core hours of work prior to date of ratification to work between the hours of 7 a.m. and 12 a.m., Monday to Sunday.
- (iii) The Employer may schedule all part-time, temporary and casual Employees to work between the hours of 7 a.m. and 12 a.m., Monday to Sunday.
- (iv) The Employer may schedule up to twenty-three (23) Full-time Team Assistants including those scheduled outside the core hours of work prior to the date of ratification to work between the hours of 7 a.m. and 12 a.m., Monday to Sunday. Should the number of teams change from the

current configuration, the number of Full-time Team Assistants scheduled pursuant to this subparagraph will increase or decrease accordingly.

Provided always that the Team Assistant has the required qualifications for the specific position that is subject to this scheduling, the positions will be filled by first seeking volunteer Team Assistants. Should there be insufficient volunteers, Team Assistant staff will be assigned to these positions on the basis of reverse seniority. Such shifts shall be eligible for shift premium in accordance with Article 7.06.

- (b) Employees shall be entitled to a fifteen (15) minute coffee break/rest period for each uninterrupted work period of three (3) hours or longer.
- (c) Implementation of scheduling for Employees set out in Article 6.03(a) (i), (ii), (iii) and (iv).

The scheduling of all Employees who work between the hours of 7 a.m. and 12 a.m., Monday to Sunday as set out in Article 6.03(a) (i), (ii), (iii) and (iv) shall be subject to the following:

- i) The Employer agrees to post work schedules one (1) month in advance.
- ii) In a two week period, each Employee shall receive four days off, at least two of which will be consecutive. These Employees will be scheduled such that they work no more than two weekends in four.
- (d) Any of these Employees' schedules may always be amended by mutual agreement between the Employee and the Employer.
- (e) Notwithstanding any wording to the contrary should it become necessary to establish shifts between 2200 hours and 0800 hours the Employer agrees it will post such shifts.

6.04 MODIFYING HOURS

Where it would appear to be in the interest of efficiency in the staffing of any of the above operations, the hours of work of Employees covered by this section may be modified by mutual agreement between any Employee and the Employee's Manager. Employees who wish to modify their hours of work shall submit requests to their Manager and any such requests will be assessed based on the operational requirements of the team.

Additional premiums shall not apply.

6.05 FLEX TIME

Flex time shall not be utilized to circumvent the overtime provisions of the collective agreement. Flex time is the ad hoc adjustment of scheduled hours by mutual agreement between the Manager and the Employee. Flex time includes adjusting the schedule such that lesser or increased hours alter the normal daily work hours within one pay period. If the Employee is unable to rationalize the hours within one pay period such hours may be taken within the next pay period subject to the Manager's approval. This arrangement must be approved at the time of the request. Additional premiums will not apply. The approval of the flex time is at the discretion of the Employer and is not subject to the grievance-arbitration procedure clause.

6.06 PRIORITY CASUAL SHIFTS

Provided there is no conflict with their pre-scheduled shifts, the Employer will endeavor to offer casual shifts to available, trained part-time and casual employees, in order of seniority, up to full time hours.

ARTICLE 7 - OVERTIME AND PREMIUM PAY**7.01 OVERTIME**

Overtime is defined as authorized hours worked after 70 hours bi-weekly. No Employee shall work overtime unless authorized by the Employee's Manager or a person delegated by the Employee's Manager.

Employees must be available for the entirety of a scheduled overtime shift in order to be eligible for that shift.

7.02 RATE FOR OVERTIME WORKED

Employees who are called upon to work overtime hours shall be paid as follows:

- (a) any hours worked as overtime hours (defined in Article 7.01) shall be paid at the rate of one and one-half (1 1/2) times the Employee's regular rate of pay;
- (b) the regular rate of pay shall be the hourly rate set out in the Pay Schedules of Appendix 3.

7.03 ON CALL PAY

Authorized Employees who are scheduled for on-call shall receive \$3.50 per hour for all scheduled hours by the Employer. All Employees when responding to a call will be paid a minimum of three (3) hours at the regular rate. This will apply only once for every three (3) hour on call period following response to a call.

On-call pay shall, however, cease in the case that the Employee on call is called into work or is responding to a call and works during the period of standby.

7.04 CALL BACK PAY

An Employee called back to work noncontiguous with their regular working hours shall be guaranteed a minimum of three (3) hours pay at the regular rate of pay or time and one half (1 1/2) their regular rate for the hours actually worked whichever is greater.

7.05 TIME OFF IN LIEU OF OVERTIME

On each occasion that an Employee works overtime, the Employee shall be paid unless the Employee requests to bank the overtime. Overtime may be banked to a maximum in the year of forty (40) hours straight time for the purpose of having time off in lieu of overtime.

7.06 SHIFT AND WEEKEND PREMIUM

- (a) Employees shall be paid a shift premium of 7% of wages plus \$0.50 cents per hour for all hours worked after 4:30 p.m. Monday to Friday.

- (b) Employees shall be paid a shift premium of 7% of wages plus \$0.50 cents per hour for all hours worked on Saturday and Sunday.
- (c) Employees shall not be entitled to both a shift premium and a weekend premium with respect to the same hours worked.
- (d) When Employees work overtime as a continuation of their day shift or are called in outside of their normal hours, they shall not receive shift premiums.
- (e) Employees who choose to flex or compress their workweek will not be paid shift premiums unless the hours worked would attract a shift premium as scheduled by the Employer.
- (f) Shift premiums will not apply where the overtime premiums do apply.
- (g) Overtime and shift premiums will not be duplicated or pyramided.

ARTICLE 8 - LEAVES

8.01 ANNUAL VACATION LEAVE

Annual vacation leave shall be granted to all Employees under the following conditions, following completion of the Probationary Period. On completion of six (6) months of service, a full-time Employee may anticipate their paid vacation entitlement in any year to the total number of days they will accumulate for that year.

- (a) Three (3) weeks per year (15 working days), which is earned at the rate of one and one-quarter (1 1/4) working days, if the Employee has completed less than one (1) year of continuous employment. Annual vacation with pay shall be in the amount of six percent (6%) of an Employee's regular wages.
- (b) Four (4) weeks per year (20 working days), which is earned at the rate of one and two-thirds (1 2/3) working days for each completed month of continuous service if the Employee has completed one (1) but less than twelve (12) years of continuous employment. Annual vacation with pay shall be in the amount of eight percent (8%) of an Employee's regular wages.
- (c) Five (5) weeks per year (25 working days), which is earned at the rate of two and one-twelfth (2 1/12) working days for each

completed month of continuous service if the Employee has completed twelve (12) but less than twenty (20) years of continuous employment. Annual vacation with pay shall be in the amount of ten percent (10%) of an Employee's regular wages.

- (d) Six (6) weeks per year (30 working days) which is earned at the rate of two and one half (2 1/2) working days for each completed month of continuous service if the Employee has completed twenty (20) or more years of continuous employment. Annual vacation with pay shall be in the amount of twelve percent (12%) of an Employee's regular wages.

Scheduling of Vacations

- (a) Annual vacation leave shall be taken at a time mutually agreeable to the Employee and the Employer.
- (b) Requests for annual vacation leave for the period from June 1 to November 30 must be submitted no later than March 1 and responded to by the Manager no later than April 1.

Requests for annual vacation leave for the period from December 1 to May 31 must be submitted no later than September 15 and responded to by the Manager no later than October 15.

In the event there are multiple requests for time off for any given period, vacation requests will take precedence over requests for banked time or unpaid leave of absence.

- (c) It is understood that employees will be encouraged to discuss their vacation preferences among the members of the Team prior to submission of their vacation requests above, in order to minimize conflicting requests.
- (d) Vacation requests submitted in accordance with (b) above, within each Team will be granted on the basis of seniority. Requests for vacation leaves shall not be unreasonably denied if the vacation leave quota established by the Employer on the affected team has not been met. It is understood that where a less senior employee's request cannot be approved due to conflict with the request of a more senior employee, such employee can modify their request.

- (e) No employee shall be granted more than 70 hours of vacation (pro-rated for part time employees) between the last full week of June and Labour Day unless all employees on the Team have been given an opportunity have 70 hours of vacation (pro-rated for part time Employees) during this period.
- (f) Once the above vacation requests have been submitted and approved by the Manager, subsequent vacation requests for the period in question will be approved on a first come, first served basis, subject to the operational requirements of the Team. Such requests for vacation shall be responded to by the Manager no later than ten (10) working days from receipt of the request. An employee shall not be allowed to exercise their seniority to displace the approved vacation leave of another employee.

Carry-over of Unused Vacation

- (a) Employees will normally take their paid vacation during the payroll year and not carry over vacation from year to year. Notwithstanding the foregoing, an Employee shall be entitled to carry over up to ten (10) days of paid vacation.

On or about September 1st where it is determined that an Employee has greater than 10 unscheduled vacation days, the Employer shall notify the Employee in writing indicating the number of unscheduled vacation days they have left.

When, as of September 1st, an employee has greater than ten (10) unscheduled vacation days, and such paid vacation cannot be scheduled at a mutually agreeable time, the employee and their manager will meet with the aim to mutually develop options so that the employee is able to schedule their paid vacation entitlement before the end of the payroll year.

In exceptional circumstances the Employer may consider requests from Employees to carry over greater than ten (10) days of paid vacation.

Notwithstanding the operation of 8.01 - Carry-Over of Unused Vacation - a), where, the Parties have been unable to find mutually agreeable dates for vacation leave within a payroll year, the Employer agrees that unscheduled vacation days shall not be forfeited and shall be carried over. The taking of any carry-over in the following year shall be as set out in this article. The Union agrees that employees shall not be entitled to a payout of unscheduled vacation dates as a matter of right except of the

cessation of employment as required under the Employment Standards Act.

The Parties may mutually agree to exceptions to any of the above on a case by case basis.

(b) Employees may carry over unpaid vacation for a period of one (1) year beyond the date of return from an approved leave of absence. In all other cases, Employees are entitled to carry over up to ten (10) days of unpaid vacation. Any further unpaid vacation must be taken by the end of the year in which it was earned.

Priority of Carry-over Vacation

In the case of carry-over vacation, it shall rank secondary to regular annual vacations of other Employees in the same Team, except where the carry-over was initiated by the Employer, in which case it shall be given priority. Vacation carried over voluntarily shall be taken with seniority determining the order in which the carried over vacation is taken.

Basis for Calculation

For the purpose of vacation calculation, the vacation year will be based on the payroll year.

Vacation Pay During Probationary Period

An Employee earns, but is not entitled to receive, vacation leave with pay during the probationary period. Exceptional circumstances shall be reviewed by the Employer.

Terminations

When the employment of an Employee terminates for any reason and the Employee has earned but unused vacation leave, the Employee or the estate of the deceased Employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee immediately prior to the termination of employment.

Illness During Vacation

If an Employee is ill or injured for three (3) or more consecutive days during the Employee's vacation, the Employee may request that those annual leave days be converted to the Income Protection Plan. Such requests will be submitted to the Employee's Manager together with a medical certificate certifying the illness of the Employee and the dates of the illness. Requests for conversion shall not be unreasonably denied.

Cancellation of Vacation

An Employee shall submit a written notice to the Employee's manager or designate to cancel or reschedule vacation a minimum of ten (10) working days prior to the commencement of the scheduled vacation. Such requests to cancel or reschedule vacation shall not be unreasonably denied.

The cancellation of a vacation period due to an emergency shall be dealt with on an individual basis by the Employer.

8.02 INCOME PROTECTION PLAN

(i) All Full-time Employees who are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule:

<u>Length of Service</u>	<u>Full Salary</u> (Weeks)	<u>66 2/3 Salary</u> (Weeks)
6 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

(ii) For the first 6 months of employment, Employees will earn sick leave at one and one-half (1 1/2) days per month, payable at two thirds (2/3) salary. This is not payable at termination and ceases upon eligibility for placement in the six-month plateau of the IPP schedule.

An Employee's entitlement to any particular level of benefit in accordance with the schedule set out in (i) above shall be based on their length of service with the Employer and shall be updated every six (6) months.

- (a) Employees who are entitled to leave of absence on account of non-occupational illness or injury may obtain IPP benefits on production of satisfactory application through the Employer. Each Employee who is absent for a period of more than four (4) consecutive working days shall file with the application a satisfactory certificate from a qualified medical practitioner. Each Employee shall be allowed, if qualified, to apply for IPP Benefits up to four (4) consecutive working days without a qualified medical practitioner's certificate provided that the total number of such uncertified days in any calendar year shall not exceed eight (8) days.
- (b) Employees will be required to produce any medical certificate necessary within the first ten (10) days of absence. It will be necessary to renew such certificate(s) every twenty (20) days thereafter at the Employer's cost, unless the Employer or its representative is satisfied with the initial certificate indicating the total period of absence and probable date of return to work.

Where medical certificates are being submitted for application to obtain IPP benefits, the employee shall make every reasonable effort to obtain the medical certificate within the period of illness or disability. The Employer will review circumstances, where an Employee is not able to meet this requirement, on a case-by-case basis and approve exceptions as appropriate.

The parties further agree that where a medical certificate is required, it should be provided within the first ten (10) days of absence. The 10- day-timeline begins as of the first date of absence. The Employer will review individual circumstances, where an Employee is not able to meet this requirement.

- (c) Where the Employer requires that an Employee be examined and reported upon by the Employee's legally qualified attending 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. The Employer may delegate this responsibility to an outside party.

(d) It is in the interests of all parties that claims for IPP to be dealt with promptly by the Employer or its representative, that all information necessary to support claims be provided promptly by the Employee or their medical professional, and that all parties do their best to ensure that Employees are returned to work as soon as their health permits. To that end the parties agree as follows:

1. When a claim is made under the IPP by an Employee, the Employee shall provide to the Employer and its representative all reasonably relevant information regarding their functional abilities and limitations and expected return to work date necessary to support the claim for IPP coverage and/or a potential return to work. The Employer agrees that it shall treat all such information received in a confidential manner and limit disclosure on a need-to-know basis.
2. If it should appear to the Employer that any Employee is making too frequent application for IPP or that the correctness of a certification or claim is questionable, the Employer shall refer the Employee to an independent medical professional of its choosing for an opinion as to the Employee's fitness to return to work and their abilities and limitations. The Employer shall pay all costs of the independent medical examination.
3. The Employer and the Union shall jointly collaborate to facilitate and accommodate early intervention and modified return to work programs through a joint health promotion and accommodation program. The parties agree to work together to accomplish complementary objectives in a climate of confidentiality, trust and respect. The Employer may refer an Employee to an appropriate independent medical professional in order to assist the Employer, the Employee and the Union in developing and implementing a return to work plan and/or accommodation.

(e) Occurrence of Statutory or Declared holidays during an Employee's absence on the income protection plan shall not reduce an Employee's number of days of income protection eligibility.

- (iii) (a) In the case of an unrelated claim, the potential seventeen (17) week period of income protection shall be reinstated provided an Employee has returned to active employment and has completed one tour of duty.
- (b) In the case of a claim which is related to a previous claim, the potential seventeen (17) week period of Income Protection shall be reinstated provided thirty (30) days have elapsed from the cessation of the previous claim and the commencement of the related claim. Employees eligible for Long Term Disability will continue to abide by the terms of that plan.
- (c) It is understood that the applicable number of weeks of one hundred percent (100%) salary protection shall only be available once in any payroll year.

- (iv) It is understood that the Employer will consider the Employee's individual disability and/or circumstances in determining whether an Employee should be subject to its Attendance Management Program.

In administering the Program, the Employer will recognize its duty to accommodate disabled Employees in accordance with the Ontario Human Rights Code,

8.03 BEREAVEMENT LEAVE

- (i) The Employer shall grant leave of absence with full pay, of five (5) working days, to any Employee on the following basis: death of mother, father or person standing in loco parentis, spouse, child, sister, brother.
- (ii) The Employer shall grant leave of absence with full pay, of three (3) working days, to any Employee on the following basis: death of father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild and grandparent, daughter-in-law, son-in-law.

- (iii) For the purposes of definition, brother-in-law and sister-in-law shall be the brother or sister of the Employee's spouse or the spouse of the Employee's brother or sister. Grandparent is to be defined as the father or mother of the Employee's father or mother. Daughter-in-law and son-in-law is the spouse of the Employee's child.
- (iv) The Employer shall grant a leave of absence with full pay, of one (1) working day, to any Employee on the following basis: death of aunt, uncle, niece or nephew. The day will include the funeral or equivalent service.
- (v) In special cases when an extension of leave under 8.03 may be required, application shall be made to the Director, Human Resources or designate. Any approved extension of leave under this clause will be unpaid.

8.04 PREGNANCY/PARENTAL LEAVE

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible, the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return
- (c) The employee shall reconfirm or otherwise submit their intention to return to work by written notification at least four (4) weeks in advance. The employee shall be reinstated to their former position, unless the position has been discontinued in which case they shall be given a comparable job.
- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of up to sixty-one (61) weeks. The employee must give the Employer written notice that she does not intend to make her contributions, if any.

- (e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration (63 weeks when pregnancy leave is not taken).
- (f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty-one (61) week duration, in accordance with the Employment Standards Act. An employee who is eligible for parental leave in accordance with the Employment Standards Act because she/he is an adoptive parent or the natural father will be granted a Parental leave of up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If because of the late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (g) A full-time Employee who has completed thirteen (13) weeks of continuous service and is in receipt of Employment Insurance maternity benefits during a pregnancy leave of absence shall be entitled to receive a supplementary benefit equivalent to the difference between the Employment Insurance benefits they receive and 93% of their normal salary for a period of up to fifteen (15) weeks. Pregnancy leave shall otherwise be without pay.
- (h) A full-time Employee who has completed thirteen (13) weeks of continuous service and is in receipt of Employment Insurance parental benefits during a parental leave of absence shall be entitled to receive a supplementary benefit equivalent to the difference between the Employment Insurance benefits they receive and 93% of their normal salary for a period of up to ten (10) weeks. Parental leave shall otherwise be without pay.
- (i) An employee on pregnancy and/or parental leave may spread their Supplemental Employment Insurance benefits over the period of such leave.

(i) 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 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 January 1, 2019.

8.05 CARE/SPECIAL LEAVE

(i) Commencing the beginning of each payroll year, Full-time Employees will be granted on an as required basis up to a maximum of thirty (30) hours of care/special leave with pay in each payroll year for medical reasons such as medical appointments, or caring for a child, spouse or parent and matters of an urgent nature.

To clarify this Article, and other clauses in the Collective Agreement that provide for paid or unpaid leaves for the same purposes as may be set out in the ESA (the Act) provisions, this will be deemed to offset the requirements for the Employer to provide Emergency Leave under the Act.

(ii) Care/Special leave is a provision which is designed to enable Employees to be absent from their employment.

- a) unused care/special leave shall not be banked from year to year;
- b) care/special leave shall be taken in increments of one-half (1/2) hour up to a maximum of twelve (12) hours per leave request.

(iii) Except where the employee is entitled to the leave in accordance with the *Employment Standards Act.*, to qualify for care/special leave, Employees must have:

- a) completed the probationary period as specified in this Agreement;
- b) notified their Manager at least forty-eight (48) hours in advance of the date and required time off, whenever possible, for the purpose of addressing any operational concerns raised by the leave request. In the event of an

emergency situation, this advanced notice will be waived.

(iv) Part-time Employees will be granted up to a maximum of fourteen (14) hours of care/special leave in accordance with this article.

8.06 LEAVE OF ABSENCE WITH PAY UNION BUSINESS

(a) Leave for Collective Bargaining

The Employer shall grant leave of absence with pay to a maximum of four (4) Employees elected or appointed by the President to represent the union in negotiations with the Employer as set out in Article 30, Duration of the Agreement, or at such other times as may be required, initiated or authorized by the Director, Human Resources or designate.

(b) Central Negotiating Committee

In the event that the parties agree to participate in central bargaining between the Canadian Union of Public Employees and the participating 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 on the calendar days immediately before and after negotiations), up to and including conciliation/mediation. It is agreed that the Employer is not responsible for any other costs associated with the Employee's participation in bargaining. Notice will be given to the Employer as far in advance as possible.

(c) Leave to Attend Union Conventions

The Employer shall grant leave of absence with pay to union delegates to the following:

- Canadian Labour Congress;
- Canadian Union of Public Employees;
- Ontario Division of C.U.P.E.
- Ontario Federation of Labour

The Union will attempt to notify the Employer at least twenty-five (25) days prior to the date that delegates will be leaving to attend the convention.

(d) **Leave for Union Business**

The Employer shall grant reasonable leaves of absence with pay to representatives of the Union from within the bargaining unit elected or appointed by the membership to a maximum total of fifty (50) working days in a calendar year, individual use of such leave shall be capped at thirty (30) working days. The union will submit applications for such leave in writing. Two (2) weeks written notice should be given to the Employer prior to the leave. This leave relates solely to the affairs of the Union. Leave to attend at grievance hearings will not be included in the above-mentioned totals. The individual cap thirty (30) or group cap fifty (50) may be exceeded at the discretion of the Employer upon application from the President.

In the event that a member of the bargaining unit is designated by CUPE to sit as an elected or appointed official on provincial or national CUPE bodies, the first twenty-five (25) days requested for leave of absence for this purpose will not be counted against either the individual cap of thirty (30) days or the group cap of fifty (50) days. Such requests shall not be unreasonably denied. Compensation for such leaves shall be reimbursed to the Employer.

(e) **Reimbursement by the Union**

The Union shall reimburse the Employer for the costs of such absences as set forth in subsections 8.06(c) and 8.06(d) above.

(f) **Leave of Absence for full-time Union position**

One (1) Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated may apply to the Employer for leave of absence without loss of seniority and while the granting of such leave and its duration are in the sole discretion of the Employer, such leave will not be unreasonably withheld.

8.07 LEAVE OF ABSENCE WITHOUT PAY

Employees who desire leave of absence (which shall not include working for another employer) without pay shall make application to their Manager with a copy to the Director, Human Resources or designate.

The Employer shall respond within a reasonable time and subject to operational needs, shall not unreasonably deny such a request. However, an Employee shall be required to exhaust their unpaid vacations before a leave of absence without pay is considered under this provision.

In such instances, subject to carrier provisions, the Employee may make arrangements to continue membership in the Extended Health, Dental, Life Insurance Plans and the Pension Plan but is responsible for the payment of the full premium cost (Employer and Employee share).

8.08 STATUTORY HOLIDAYS

(a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	

and any other proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

In addition to the above noted holidays, all full-time Employees shall be granted two (2) floating holidays (in lieu of Easter Monday and Remembrance Day) on the following schedule:

On January 1st, and August 1st of each calendar year, any full-time Employees on payroll at that time will be granted one (1) float holiday period.

These floats are to be scheduled at a mutually agreeable time within the payroll year with no ability to bring forward into the next payroll year.

If a written request to use a float is denied, the denial of such

request must be in writing along with the reason(s).

In addition to those set out in the preceding sub-paragraph, any day proclaimed by the Governor General in Council or the Lieutenant Governor in Council for the Province of Ontario shall be a statutory holiday.

- (b) Full-time Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay. Payment shall be calculated on the basis of the Employee's rate excluding overtime on the last day worked prior to the holiday. If any Employee is to receive a salary increment on the day of the holiday, payment shall be calculated on the basis of their rate including salary increment.
- (c) Full-time Employees who have worked the day previous to and the day subsequent to the above-mentioned holidays and those on authorized leave of absence without pay of less than five (5) days' duration shall be entitled to the above-mentioned holiday pay with no reduction in their normal pay.
- (d) Alternate Day of Observance
 - i) Holiday on Saturday or Sunday
A holiday falling on a weekend shall be observed on the following Monday.
 - ii) Christmas and Boxing Day
If the Statutory Holiday falls on either a Saturday or a Sunday, it shall be observed on the previous or following workday as determined by the Chief Executive Officer/Designate.
- (e) Calculation of Holiday Pay
Payment shall be calculated on the basis of the Employee's daily rate excluding overtime on the last day worked prior to the holiday.

(f) Rate for Working on a Holiday

Employees authorized and required to work on a recognized holiday shall be paid at the rate of time and one-half (1 1/2) for all such work performed, in addition to the pay for the holiday set out in subsection (e) above.

(g) Scheduling

Where for operational reasons work is required to be performed on statutory holidays, the Employer shall first endeavour to fill such shifts through the use of part-time, (includes permanent and temporary) casual and temporary full-time Employees who are trained provided it does not require the LHIN to schedule it as an overtime shift. Where it is not possible to fill these shifts with part-time, (includes permanent and temporary) and casual employees who are trained, the required hours of work will be offered to Employees who are trained and who have indicated their availability on the availability list in order of seniority. Should there be an insufficient number of trained Employees from the availability list to complete the required work, the Employer may require employees from the affected team to work the statutory holiday in reverse order of seniority.

In following the process above, should an Employee be required to work on statutory holidays falling within the holiday season, Employees shall be scheduled such that an Employee shall have either Christmas Day or New Year's Day off and shall not be required to work the same of those two in consecutive years.

8.09 JURY DUTY - CROWN WITNESS

The Employer shall grant a leave of absence without loss of seniority benefits to an Employee who serves as a juror or subpoenaed Crown Witness at any Court. The Employer shall pay such Employee the difference between their normal earnings and the payment they receive for jury service or Crown Witness service, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a Witness in Court in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

8.10 TIME OFF FOR VOTING

As per Federal/Provincial legislative requirements.

8.11 WORKERS' COMPENSATION

Every Employee who is absent from duty as a result of personal illness or injury arising from their employment within the meaning of the Workplace Safety and Insurance Act will be provided with medical care and treatment as provided in the Act and shall comply with Section 8.02(i) of this Agreement.

Every Employee who has completed their probationary period as provided for in this Agreement and who suffers a personal injury arising out of and in the course of their employment (within the meaning of the Workplace Safety and Insurance Act) shall be entitled to the following:

- (a) The Employer will pay on behalf of the Employee the total payment or premium for the following plans:
 - i) pension
 - ii) medical plans as specified in the Agreement
 - ii) life insurance
 - iii) long term disabilityprovided that in any calendar month the Employee is absent five (5) or more working days.
- (b) When the Employee returns to full and regular duties, the Employee shall be returned to a position equal to the one which was held prior to the compensable injury and the benefits specified in (a) above shall cease. When the Employee is able to return to modified duties, the benefits specified in (a) above shall cease.
- (c) In the event that an Employee is able to return to light or modified duties as determined by the Workplace Safety and Insurance Board, the Employer shall attempt to provide such work and the Employee shall continue to receive the hourly rate of pay or bi-weekly salary they were receiving prior to the date of their accident.
- (d) Any Employee who returns to modified or light duties shall be assessed on an on-going basis by the Workplace Safety and Insurance Board. In the event such assessments determine that the Employee is able to return to full and regular duties, (c)

above shall apply. In the event the Employee's condition is assessed as deteriorating the Employer shall provide rehabilitation as recommended by the Workplace Safety and Insurance Board for employment with the Employer or other employers. In this case, the Employer will make a reasonable effort to offer the Employee ongoing alternate employment. In any case, when the Employee returns to light or modified duties, the Employer shall be guided by the assessment of the Workplace Safety and Insurance Board.

- (e) The Union recognizes that reassignment of a permanently partially disabled Employee to alternate employment, may necessitate a change of classification and pay.
- (f) It is recognized that where the Employee has been reassigned or offered, and accepts alternate employment with the Employer, the Employee shall be entitled to any lump sum payment or permanent award payable as determined by Workplace Safety and Insurance Board, and such payments will not reduce the wage or salary the Employee will be receiving.
- (g) No Employee shall have their employment terminated until all benefits which are standing to the Employee's credit at the time the assessment is made, are paid to the Employee.
- (h) In the event that Workplace Safety and Insurance Board benefits Compensation should become taxed as normal income, the Employer and the Union agree that the Employee receiving Workers' Compensation shall not receive less than their normal salary or wage. The details of such rearrangement shall be negotiated between the Union and the Employer at the time of such change in legislation.

Note: In the event the Employee is assessed as being permanently partially disabled, the Employer shall attempt to provide light or modified duties and the Employee shall receive the appropriate pay, as determined by the parties, for the work performed.

8.12 ARMED FORCES SUMMER CAMP

The Employer shall grant one (1) week's holiday to any Employee who has completed one (1) year of service to enable them to attend the Armed Forces Summer Camp on the production of required evidence from military authorities that they will be attending it. Payments to the Employee during this period will be the difference between their rank pay received from the military and their normal pay entitlement under

this contract. This provision is in addition to any annual leave thus set out in Item 8.01.

8.13 PROFESSIONAL DEVELOPMENT

- (a) At the sole discretion of the Employer, the Employer may agree to pay the fees to an Employee who has completed their probation period for any job-related course or seminar deemed beneficial to the Employer upon successful completion of such course or seminar provided the application and approval for Employer assistance was made prior to the Employee taking such course or seminar.
- (b) At the sole discretion of the Employer, a leave of absence with or without pay for the purpose of education, skill development or upgrading, may be granted. Seniority shall accrue in accordance with the seniority provisions of this agreement.

ARTICLE 9 - PENSION

9.01 Employees will be enrolled in the Healthcare of Ontario Pension Plan (HOOPP) in accordance with the terms of that plan, as amended from time to time.

ARTICLE 10 - SENIORITY

10.01 PROBATIONARY PERIOD

A new Full-time Employee shall be on probation for a period of one hundred and thirty (130) days worked (or 910 hours worked for all other Employees). Upon satisfactory completion of the probationary period the Employee shall acquire seniority and be placed on the seniority list and credited with seniority equal to the number of hours paid, exclusive of overtime hours since the last date of hire with the Employer.

With the written consent of the Employer, the probationary Employee and the President of the Local or designate and the CUPE National Representative, the probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

The release or discharge of an Employee during the probationary period shall not be the subject of a grievance or arbitration, save and except an allegation that the discharge has been made in bad faith, is

discriminatory or was made arbitrarily may, to that extent only, be the subject of a grievance and arbitration.

10.02 DEFINITION OF SENIORITY

For the purpose of determining seniority and service, an Employee's length of service shall commence from the date on which the Employee last entered the service of the Employer and the Employee's seniority shall accrue from that date of hire.

Seniority for all Employees shall be calculated in hours based on paid hours excluding overtime and premiums. Date of hire shall be used solely for the purpose of service with the Employer. Except as otherwise provided in this Agreement, seniority will operate on a bargaining unit wide basis.

The Employer shall post and provide the Union with a seniority list of all Employees as at January 1st and July 1st of each year, showing the Employee's name, status, service date and seniority in hours.

Service for Part-time Employees, including Casual Employees, will be calculated on the basis of 1500 hours worked equaling one year of service for the purposes of progression on the wage grid. In no event will an Employee accrue more than one year of service in a twelve (12) month period.

Where two or more Employees have identical seniority, the procedure for establishing their relative seniority, should it be necessary, shall be by a numbering system based on acceptance of employment.

10.03 EFFECT OF ABSENCE

Seniority and service shall continue to accrue when the Employee is absent from work under the following circumstances:

- (a) The Employee is on a pregnancy or parental leave;
- (b) The Employee is on any other approved leave of absence without pay of thirty (30) continuous days or less;
- (c) The Employee is in receipt of W.S.I.B. benefits until such time as the Employee is declared by W.S.I.B. to be permanently disabled;
- (d) The Employee is absent due to a disability for a period not exceeding twenty-four (24) consecutive months (for the purposes of this provision, a short-term attempt to return to work of one (1)

month or less shall not interrupt this period), unless there is *reasonable medical* prognosis that the employee may return to work.

- (e) The Employee is on lay-off for a period of twenty-four (24) months or less; and

10.04 LOSS OF SENIORITY AND SERVICE AND DEEMED TERMINATION

An Employee shall lose all seniority and service and be deemed terminated if the Employee:

- (a) Is dismissed for just cause;
- (b) Voluntarily resigns or leaves the employment of the Employer;
- (c) Is absent from work without authorization for a period in excess of five (5) consecutive days on which the Employee has been scheduled to work, in which case it shall be deemed to be a voluntary resignation;
- (d) Is off the payroll for a continuous period of more than twenty-four (24) months as a result of a lay-off;
- (e) Fails to report to work within three (3) days after having been notified of a recall to work following a lay off unless the Employee has a reason acceptable to the Employer;
- (f) Fails to return to work on the termination of an authorized leave of absence unless the Employee has provided a reason acceptable to the Employer;
- (g) Is absent due to a non-occupational disability for a period of twenty-four (24) months (for the purposes of this provision, a short-term attempt to return to work of one month or less shall not interrupt this period); unless there is *reasonable medical* prognosis that the employee may return to work.

Or

- (h) The Employee has been declared by W.S.I.B. to be permanently disabled and unable to return to work.

ARTICLE 11 - JOB POSTING

11.01 CONTENT

All job postings shall contain the following information: position title, team-job summary, qualifications, required knowledge and education, skills, wage rate and shift. Such qualifications may not be established in an arbitrary or discriminatory manner. The work location and manager's name at time of posting, of the initial assignment will be indicated on the posting. The posting shall indicate whether the position is Full-time, Part-time, Temporary, Casual or Float.

The Employer will consider operational requirements and where it is determined that an opportunity to post a position without a specific work location exists, the posting shall indicate that the work location shall be the location of the successful applicant or such other location as mutually agreed by the employee and the employer.

Where the Employer posts a position that offers a choice of multiple work locations the office location shall be the office location as chosen by the successful candidate.

For the purpose of this article, a day means a business day, defined as Monday to Friday, excluding Paid Holidays.

11.02 CRITERIA FOR SELECTION

In all promotions, reclassifications and transfers, the required qualifications, including skill and ability and knowledge of the Employees concerned shall be the primary requirements and where such qualifications are relatively equal, seniority shall be the determining factor.

11.03 NOTIFICATION OF APPLICANTS

The Employer shall inform the successful candidate as well as the unsuccessful candidates in relation to all postings.

11.04 INFORMATION TO UNSUCCESSFUL APPLICANT

An unsuccessful applicant may request a meeting with the Employer in which the Employer shall advise the Employee of the steps they may take to improve their candidacy in future applications.

11.05 PROCESS

All vacancies and new positions of a permanent nature known to be of six (6) months duration or more within the bargaining unit shall be posted for a period of six (6) days throughout the Employer's premises. The Employer may advertise the vacancy or new position externally at the same time. Prior consideration shall be given to internal candidates. Subsequent vacancies occurring as a result of a successful applicant leaving a position will be posted for not less than three (3) days.

In the event of any delay in the filing of the vacancy, the Employer may fill the vacancy on an interim basis and utilize the acting pay provisions, provided a qualified candidate is available and it is operationally feasible to use such an Employee.

Following the closing of the posting, unless there is a delay due to a competitive process, the Employer will advise the successful applicant within ten (10) days. The successful applicant will have one (1) day from the time they are *verbally* advised to withdraw their application or they will be placed in the position. The successful applicant shall commence in the new position within twenty (20) days from the date they are advised except where extenuating circumstances exist.

A successful applicant from within the bargaining unit shall be placed on trial for a period of four (4) months effective the first day of commencement of the new assignment. The purpose of the trial is so that the Employee can ascertain whether the work of the position is suitable to them and so that the Employer can determine if the Employee is suitable and capable of performing the work of the position. While on such trial the Employee shall receive the wage rate of the position. Should the Employee be confirmed in the position, the trial period will not delay the Employee's entitlement to any pay increment. Should the Employee find the work suitable and should the Employer find the Employee suitable and capable of performing the work of the position after four (4) months, the Employer shall confirm the Employee in the position.

However, should the Employee find the work unsuitable and/ or the Employer find the Employee unsuitable or incapable of performing the work of the position, the Employee shall be returned to their former position and wage rate without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of position shall also be returned to their former position and salary or wage rate without loss of seniority.

At any time during their temporary assignment, a temporary Employee may use the job posting procedure to attempt to secure a permanent position. Within the last two (2) months of the term, the temporary Employee may use the job posting procedure to attempt to secure another term position exceeding a two (2) month term.

An Employee successful for a job posting or a new employee shall not be considered for any further vacancy for a period of six (6) calendar months unless it were to result in a change of classification, work location or status.

A permanent part-time or full-time employee who is awarded a temporary vacancy need not be considered for any further temporary vacancy which would commence during their temporary assignment, until they have completed the temporary assignment.

“Suitable” and “unsuitable” above refers to the performance of the work.

11.06 TRANSFERS OUTSIDE THE BARGAINING UNIT

In the event an Employee covered by this Agreement is transferred to a position outside the scope of this Agreement and at a later period returns to a position within the scope of this Agreement, the Employee shall retain the seniority which the Employee held at the time of transfer but shall not accumulate any additional seniority for the period during which the Employee held a position outside the scope of this Agreement. No Employee shall be transferred outside the Scope of the Bargaining Unit without the consent of the Employee.

ARTICLE 12 - LAY-OFF AND RECALL

12.01 DEFINITION OF SHORT-TERM LAY-OFF

A short-term lay-off is one that is expected to be thirteen (13) weeks or less.

12.02 DEFINITION OF LONG-TERM LAY-OFF

A long-term lay-off is one that is expected to be more than thirteen (13) weeks.

12.03 GENERAL PRINCIPLES AFFECTING ALL LAY-OFFS

It is recognized that the Employer shall at all times be entitled to retain a work force having the ability to do the work assigned to it; accordingly, in lay-offs and recalls to work following a lay-off, the following shall apply:

- (a) The Employer shall have regard to the qualifications and skills required by it in the performance of available work;
- (b) The Employer shall have regard to the seniority of Employees in the bargaining unit. Seniority shall govern and the Employee with the least seniority in the affected position shall be laid off or, in the event of a recall, the Employee with the most seniority shall be recalled.
- (c) For the purposes of lay-offs, probationary Employees shall be laid off first and called back to work last.
- (d) No new Employee(s) shall be hired until all those laid off have been given an opportunity to return to work and failed to do so, or are not qualified or have been found unable to perform the work available.
- (e) The Employer shall notify the Union as soon as possible in the event of the need to proceed with a lay-off.

12.04 SHORT-TERM LAY-OFF PROCESS

In the event of a short-term lay-off, the Employer shall notify the Union, with rationale as to the reasons for the short-term layoff, prior to notifying the affected Employee. Employees who are to be laid off shall be given a minimum notice of five (5) days prior to the effective date of the lay-off. If the Employee has not had the opportunity to work the days as provided for in this Article, they shall be paid for the days upon which work was not made available. In the event of a short-term lay-off, Employees shall be laid-off in reverse order of seniority by position. Position shall be defined as the position title as set out in Appendix II of the Agreement. The least senior Employee in the affected position shall be the first laid-off. In the event of a recall the most senior person remaining on lay-off shall be the first recalled, provided they possess the necessary skills, qualifications, ability to perform the work available without training, other than a familiarization period of no longer than five (5) days worked.

An Employee subject to layoff shall be permitted to bump any Employee

in the same or a lower or an identical-paying position who has lesser seniority and who is the least senior Employee in the position the laid-off Employee is seeking to bump into. The bumping Employee must already possess the necessary skills, qualifications and ability to perform the work available without training other than a familiarization period of no longer than five (5) days worked.

On the third day of the notice period, all Employees must specify the position they wish to bump into, and these, plus all resulting bumps must be completed by the end of the fifth working day.

12.05 LONG-TERM LAY-OFF PROCESS

In the event of long-term lay-off, the Employer shall notify the Union, with rationale as to the reasons for the long term lay-off, prior to notifying the affected Employee. Employees who are to be laid off shall be given a minimum notice of twenty (20) days or in accordance with the Employment Standards Act, whichever is greater, prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days as provided for in this Article, they shall be paid for the days upon which work was not made available.

An Employee in receipt of notice of long-term lay-off may:

- (a) The incumbent in any position to be eliminated pursuant to Article 12.05 will be given prior consideration for all vacancies for which the Employee is qualified and has the skills and abilities to perform the duties of the position, subject to a familiarization period. Provided the vacant position is within seventy (70) kilometers of the location of the eliminated position, the Employee will be placed into such vacant position without competition. If the vacant position is beyond the seventy (70) kilometers, the Employee shall have the choice of being placed into the vacant position without competition.

No new Employees will be hired into vacancies in the bargaining unit until redundant or surplus bargaining unit Employees have been considered under this clause.

- (b) If the Employee is not successful in obtaining a position under (a), and if a vacancy exists within seventy (70) kilometers of the location of the eliminated position for which the Employee can be retrained by the Employer within a period of six (6) months, the Employer shall retrain the Employee for the vacant position. This option shall be subject to the agreement of the Employee.
- (c) An Employee not successful in obtaining a position in

accordance with (a) and (b), may be reassigned by the Employer to another vacant position within seventy (70) kilometers of the location of the eliminated position including one which may be a lower paying job. If the reassignment is to a lower paying position the Employee may opt not to accept the reassignment but instead may utilize the provisions of clauses (e) or (f), as applicable.

- (d) Upon appointment to a position as described in (a), (b) or (c) above, the Employee will be placed into the salary range of the newly entered position. If the salary of the Employee exceeds the maximum range of the newly entered position, the Employee will be placed at the maximum of the salary range for that position.
- (e) Opt to bump any Employee in the same or a lower or an identical- paying position who has lesser seniority and who is the least senior Employee in the position the laid-off Employee is seeking to bump into.
- (f) Should the Employee not exercise their rights under (e) above, then the Employee shall be entitled to resign/retire and receive a separation allowance as provided in this Agreement.

The bumping Employee must already possess the necessary skills, qualifications and ability to perform the work available without training other than a familiarization period of no longer than ten (10) days worked.

On the fifth (5) day of the notice period, all Employees must specify the position they wish to bump into. Any other Employees so bumped must exercise their bumping rights within three (3) days of their being bumped, and so on.

12.06 VACANCIES

A displaced or laid-off Employee shall have the privilege of returning to the same position as the one held prior to the lay-off or displacement should it become vacant within twelve (12) months of being displaced or laid off provided the Employee has all of the necessary qualifications and ability to do the work required with a familiarization period as well as any necessary training or introduction to any new procedures implemented while the Employee was on lay-off.

12.07 RECALL

The Employer shall notify the Employee of recall opportunity by registered mail addressed to the last address on record with the Employer. The notification shall state the job to which the position and assignment to which the Employee is eligible to be recalled and the date and time at which the Employee shall report to work. Within ten (10) days from the date the notice was sent by registered mail, the Employee shall inform the Employer of their intention to return to work.

An Employee who fails to notify the Employer within ten (10) days of their intention to return to work or fails to return to work on the date stated in the notification shall be terminated. The Employee is solely responsible for their proper address being on record with the Employer.

12.08 TERM VACANCIES

An Employee on lay-off shall be given preference for term vacancies which are expected to exceed thirty (30) calendar days if the Employee is qualified to perform the available work without training. An Employee who has been recalled to a term vacancy shall not be required to accept such recall and may instead remain on lay-off.

12.09 OVERTIME DURING LAY-OFF

The Employer agrees that during periods of lay-off it will not either encourage or require excessive overtime to be worked by Employees in the bargaining unit. The purpose of the undertaking contained within this clause is to ensure that Employees have some protection and that Employees are not asked to work overtime in order to avoid calling back to work Employees who are on lay off. It is understood that overtime may be required but should the overtime hours accumulate to an extent that they are close to being the equivalent of an additional full-time Employee the Employer will make all reasonable efforts to call back to work an Employee on lay off.

12.10 SEVERANCE

- i) More than one (1) year but less than three (3) years of service - two (2) months;
- ii) More than three (3) years but less than five (5) years of service - three (3) months;
- iii) More than five (5) years but less than ten (10) years of service - five (5) months;

- iv) More than ten (10) years but less than sixteen (16) years of service - eight (8) months;
- v) More than sixteen (16) years but less than twenty (20) years of service - eleven (11) months;
- vi) More than twenty (20) years but less than twenty-five (25) years of service - fifteen (15) months;
- vii) Twenty-five (25) or more years of service - nineteen (19) months.

ARTICLE 13- ORGANIZATIONAL OR TECHNOLOGICAL CHANGE

13.01 a) When the Employer is proposing the introduction or implementation of technological or organizational change which may result in Employees/positions being declared surplus/redundant, the Employer agrees to notify the Union when its intentions are known and to update the information provided as new developments arise and modifications are made. Where possible such notice shall be at least six months in advance with a minimum of 60 calendar days notice.

 b) The incumbent in any position which has been declared surplus or redundant, as a result of organizational or technological changes will be given prior consideration for all vacancies for which they are qualified and have the ability to perform the duties of the position. In such cases it is recognized there may be a period of familiarization. Such Employees may be placed in positions without competition. No new Employees will be hired into vacancies in the bargaining unit until redundant or surplus bargaining unit Employees have been considered under this clause.

 c) If this is not possible, and if a vacancy exists for which the Employee can be retrained by the Employer within a period of six (6) months, the Employer shall retrain the Employee for the position. This option shall be subject to the agreement of the Employee. Where more than one Employee qualifies, seniority shall be the deciding factor.

 d) An Employee not successful in obtaining a position in which they are interested, in the manner set out in Clause b) and c) above, may be reassigned to another job including one which may be a lower paying job. If the reassignment is to a lower paying

job/position the Employee may opt not to accept the reassignment but instead may utilize the provisions of paragraphs f) or g) as applicable.

- e) Employees shall continue to receive their regular salary, exclusive of premiums, during the period of reassignment and/or retraining. However, upon entering the position as described in b), c) or d) above, the Employee will be slotted into the salary range of the position which they have newly entered. If the salary of the Employee exceeds the maximum range of the position the Employee enters, the Employee will maintain their present salary, with half (1/2) of any future negotiated increases until such time as the Employee can be slotted into the new salary range without loss of pay.
- f) If an Employee is not placed as per the above, the Employee may exercise their seniority rights in accordance with the lay-off provision in this Collective Agreement, although it is recognized that this is not a lay-off, as defined in the Collective Agreement.
- g) Should the Employee not exercise their rights under f) above, then the Employee shall be entitled to the separation allowance outlined below in this Collective Agreement as well as notice or pay in lieu of notice of:
 - i) More than one (1) year but less than three (3) years of service - two (2) months;
 - ii) More than three (3) years but less than five (5) years of service - three (3) months;
 - iii) More than five (5) years but less than ten (10) years of service - five (5) months;
 - iv) More than ten (10) years but less than sixteen (16) years of service - eight (8) months;
 - v) More than sixteen (16) years but less than twenty (20) years of service - eleven (11) months;
 - vi) More than twenty (20) years but less than twenty-five (25) years of service - fifteen (15) months;
 - vii) Twenty-five (25) or more years of service - nineteen (19) months.

ARTICLE 14 - PERSONNEL FILES

14.01 ACCESS TO PERSONNEL FILE

Each Employee has the right to access their personnel file upon sufficient notice for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of a representative from Human Resources.

An Employee has the right to request copies of any evaluations or formal disciplinary notations in this file. With the written consent of the Employee, a Union representative or Union Steward shall also have the right of access to an Employee's personnel file.

14.02 RESPONDING TO MATERIAL IN PERSONNEL FILE

Each Employee has the right to respond in writing to any document contained in the Employee's personnel file. Any such reply shall be filed in the Employee's personnel file.

14.03 CLEARING OF RECORD

Any letter of reprimand, suspension or any other sanction will be removed from the record of an Employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Employee's record has been discipline free during that eighteen (18) months.

14.04 DISCIPLINARY MEETING

When an Employee is required to attend a meeting, the purpose of which is to render a disciplinary action decision concerning that Employee, the Employee shall have the right, on request, to have a representative of the Union attend the meeting. In cases of suspension or discharge, the Employer will notify the employee of their right to Union representation in advance of such meeting. Where practicable, the Employee shall receive a minimum of one-day notice of such a meeting.

14.05 DISCIPLINARY NOTICE

In the event the Employer initiates a disciplinary action against an Employee who has completed the probationary period, such disciplinary action shall be confirmed in writing, by letter to the Employee involved with a copy to the CUPE National Representative.

14.06 PERSONNEL FILES

The Union shall be provided a copy of any correspondence by the Employer to an Employee with respect to innocent absenteeism, it being understood that performance improvement plans do not constitute correspondence.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 EMPLOYEE GRIEVANCE

The Parties to this Agreement share a desire to address Employee complaints as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

An Employee shall discuss the complaint with the Employee's Manager within ten (10) days of the occurrence giving rise to the complaint so as to afford the Manager an opportunity to resolve the complaint. The Employee may be accompanied by a representative of the Union when the complaint is being discussed with their Manager.

It is agreed that an Employee shall not file a formal grievance until the complaint has been discussed with their Manager in accordance with this Article.

15.02 STEP 1

When an Employee has presented the complaint to their Manager and the complaint has not been resolved to the Employee's satisfaction within ten (10) days of the meeting, the Employee may file a grievance with the Employee's Manager or designate.

The grievance shall be filed within twenty (20) days of the Employer's response to the initial complaint and shall be in writing and shall contain a statement of the facts giving rise to the grievance or complaint and the article or subsection of this agreement that the grievance is based upon and must be signed and dated by the Employee.

The Director, Human Resources or designate, the Manager, or delegate, shall hold a meeting with the Employee filing the grievance and the Employee's Union representative within ten (10) days following the filing of the grievance for the purposes of discussing the grievance and attempting to arrive at a resolution. Following this meeting, the Employer shall render a decision in writing to the grievor and the Union representative within ten (10) days of such meeting.

15.03 STEP 2

Failing settlement at step 1 and within ten (10) days after the decision at step 1 the grievance may be submitted in writing to the Director, Human Resources or designate. A meeting will be held between the Director, Human Resources or designate, the Manager and or designate and the Employee, shop steward and CUPE National Representative for the purposes of discussing the grievance and attempting to arrive at a resolution. Following this meeting, the Employer shall render a decision in writing to the grievor and the Union representative within ten (10) days of such meeting.

15.04 DISCHARGE GRIEVANCE

In the event of the discharge of an Employee, such discharge may be taken up and treated as a grievance, in which case it shall be commenced at Step No. 2 of the grievance procedure.

15.05 POLICY GRIEVANCE

Where a dispute involving the question of general application or interpretation occurs, or the Union or the Employer has a grievance, such grievance shall be commenced at Step No. 2 of the grievance procedure.

15.06 GROUP GRIEVANCE

The Union has the right to originate a grievance on behalf of a group of Employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such grievance shall commence at Step No. 2.

15.07 EMPLOYER GRIEVANCE

In the event that the Employer has a grievance concerning the conduct of the Union or any of its representatives or membership with respect to the general application or interpretation of the Agreement or the administration or alleged violation of this Agreement, such complaint shall be commenced by way of a grievance directed to the President of the Union at Step 2.

15.08 TIME LIMITS

Time limits specified in the Grievance and Arbitration Procedures may be extended by mutual agreement in writing between the Employer and the Union.

15.09 MEDIATION

The Parties may mutually agree to use mediation to facilitate resolution of a grievance at any time prior to arbitration. The Mediator shall be agreed to by the Parties and the costs will be shared equally by the Union and the Employer.

The Mediator shall not have the authority to impose a settlement on the Parties, and nothing said or done by the Parties or the mediator may be referred to at arbitration.

ARTICLE 16- ARBITRATION PROCEDURE**16.01 REFERENCE TO ARBITRATION**

In the event that the grievance is not settled at Step 2 of the grievance procedure, either party may refer the grievance to arbitration within thirty (30) calendar days after the grievance procedure has been exhausted by advising the other party in writing that the grievance is being referred to arbitration. If the Union is referring the matter to arbitration, it shall deliver its notice to the Director, Human Resources or designate and if the Employer is referring the matter to arbitration, it shall deliver its notice to the Union president.

16.02 SOLE ARBITRATOR

Where a grievance has been referred to arbitration, the parties will then attempt to select by agreement an arbitrator. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned. If the parties are unable to agree on an arbitrator, they shall then request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

16.03 BOARD OF ARBITRATION

Wherever the term "Arbitrator" is referred to in the Agreement, either party may substitute an Arbitration Board for an Arbitrator at the time of reference to arbitration. In such case, the party referring the grievance to arbitration will provide the name of its nominee to the other party at

the same time the notice of arbitration is sent to the other party. Within ten (10) working days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen (14) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair.

Each of the parties will bear the expense of the nominee appointed by them and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.

All provisions referring to a sole Arbitrator shall appropriately apply.

16.04 POWERS OF ARBITRATOR

The Arbitrator shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation, and shall issue a decision and, subject only to the provisions of this agreement, such decisions shall be final and binding upon the parties and upon any Employee affected by it. The Arbitrator shall not have any authority to alter or change any of the provisions of the agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the terms of this Agreement or in any way modify, add to or detract from any part of this Agreement.

16.05 SETTLED GRIEVANCES AND COMPLAINTS

Any grievance or complaint which has been disposed of hereunder or settled between the Employer, the Union or the Employee(s) concerned shall be final and binding upon the Employer, Union and Employee(s) involved. Any settlement will be summarized in writing and signed by both parties.

16.06 FEES

Each of the parties hereto shall share equally the fees and expenses, if any, of the Arbitrator.

ARTICLE 17 - UNION SECURITY

17.01 The Employer shall deduct from the pay cheque of all Employees who are present members of the Union and all future Employees represented by the Union all normal dues chargeable by the Union and shall remit the same to the Secretary-Treasurer of the Union within fifteen (15) days. "Normal dues" shall not include entrance fees or special assessments levied by the Union.

17.02 The Employer shall include with the remittance to the Secretary-Treasurer the name and classification of employment of each Employee on whose behalf it is submitting dues, as well as the name, classification and date of hire of any new Employee within the scope of the Agreement and the name, classification and date of departure of any Employee who has left the bargaining unit.

17.03 The Union and its Local 503 will jointly and severally indemnify and save harmless the Employer and all its officers and Employees from any and all claims, demands, damages and costs which may be made or awarded against the Employer or against any Employee of the Employer for making a deduction from the pay of any Employee of the Employer pursuant to this Article.

17.04 The Employer shall advise all new Employees prior to commencement of employment of the contents of this Union security clause.

ARTICLE 18 - UNION STEWARDS

18.01 APPOINTMENT AND NOTIFICATION

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer agrees to recognize up to seven (7) Union Stewards within the bargaining unit. The parties recognize the importance of representation across the Employers geographical boundaries. The Union shall notify the Employer in writing of the names of such Stewards at the time of their appointment.

No Steward shall leave their work to perform their functions without the prior consent of their Manager. Such permission shall not be unreasonably withheld. In making this determination consideration shall be given for the urgency of the Steward's duties and the operational requirements of the Employer.

18.02 ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, will introduce the new Employee to the Shop Steward or designate and provide Employees with a copy of the Collective Agreement.

18.03 MEETING WITH NEW EMPLOYEES

A representative of the Union shall be given an opportunity to meet each newly hired Employee within the Employee's scheduled hours of work, without loss of pay, for a period of fifteen (15) minutes to a maximum of thirty (30) minutes, within the first thirty (30) days worked by the Employee, for the purpose of acquainting the new Employee with the Union.

ARTICLE 19 - UNION MANAGEMENT ADVISORY COMMITTEE (UMAC)

19.01 The Employer and the Union agree to set up a Committee to be known as the Union Management Advisory Committee (UMAC) composed of four (4) representatives of the Employer and four (4) representatives of the Union as well as the CUPE National Representative, Local 503 Representatives and the Director, Human Resources or designate. Nothing in this Article shall be interpreted to prohibit additional individuals from being invited as needed, however, operational requirements will be respected.

19.02 The purpose of the UMAC is to discuss matters of mutual concern arising out of the working relationship between the Employer and its Employees.

19.03 Either party may request a meeting of UMAC by submitting a request to the other in writing setting forth the particulars of the matter which is to be discussed. In the case of the Union, the request for such meeting shall be made by the CUPE National Representative and directed to the Director, Human Resources or designate of the Employer and in the case of the Employer, the request shall be made by the Director, Human Resources or designate of the Employer and directed to the CUPE National Representative. A refusal to discuss the matter raised in the request for meeting shall not form the subject matter of a grievance or complaint made by either party to this Agreement.

19.04 The party to which the request is directed will make a reasonable effort to meet with the other within two (2) weeks of the request being made to discuss the matters raised in the request for meeting, it being

understood that the provisions of this clause shall not be used for the purpose of discussing grievances or to circumvent the grievance and arbitration procedure herein nor to engage in the discussion of matters which would normally be dealt with in collective bargaining nor for the purpose of reopening this agreement.

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

ARTICLE 20- HEALTH AND SAFETY

20.01 HEALTH AND SAFETY

The Employer and the Union shall continue their Joint Health and Safety Committee in an endeavour to provide a safe and healthy environment for Employees.

20.02 JOINT HEALTH AND SAFETY COMMITTEE

It is agreed that representatives of both parties will meet to establish guidelines to assist in the implementation, monitoring and compliance of the provisions of the Occupational Health and Safety Act.

ARTICLE 21 - LEGAL PROTECTION

21.01 Where an action is brought against the Employer or any member, officer or Employee of the Employer by a person who has suffered damage by reason of any act or default on part of the Employer or any member, officer or Employee thereof in the course of the pursuit or intended pursuit of their duties, the Employer shall assume the liability of the defense of the action and shall pay any damages or costs for which the Employer or the member, officer or Employee is liable in respect of such act or default.

ARTICLE 22 - GENERAL PROVISIONS

22.01 The Employer agrees that there shall be no loss of hours, wages or jobs for full-time or part-time Employees as a result of the Employer's participation in the use of volunteers.

22.02 The Employer and Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. The Employer shall provide an electronic copy of the Collective Agreement to all employees. The Employer shall provide a printed and bound copy to an Employee upon request. The parties shall share equally the cost of printing and distributing copies of this Agreement. Where required the parties shall co-operate in making the agreement accessible to Employees in alternative formats or language.

22.03 **REBATE FROM EMPLOYMENT INSURANCE**
The union hereby agrees that the Employment Insurance rebate shall be returned to the Employer. For the term of this collective agreement, the rebate is to be applied to current benefits, including current increases.

22.04 **JOB EVALUATION**
The Employer and the Union agree that the LHIN/ CUPE Job Evaluation Process (Weighted Point Method) which was in place at the time of the establishment of the LHIN will continue to be utilized to rate CUPE jobs.
It is further understood that the Job Evaluation process may be amended as agreed by the parties and that the employer, in consultation with the Union, may adopt a new Job Evaluation system in the future.

22.05 **CONTRACTING OUT**
The Employer agrees to consult with the Union prior to the contracting out of any of the duties normally performed by members of the Bargaining Unit.
No bargaining unit Employees will be laid off or have their standard hours of work reduced, as a direct result of such contracting out.

22.06 **BARGAINING UNIT WORK**
Employees of the Employer not covered by the terms of this Agreement shall not normally perform duties normally assigned to members of the Bargaining Unit where, as a direct result, a Bargaining Unit member is laid off or suffers a reduction in their standard salary or standard hours of work.

22.07 WORK LOCATION TRANSFER REQUEST

The Employer will adhere to the Employment Standards Act 2000 (ESA) as may be amended from time to time with respect to requests for a change to work location submitted by an employee.

ARTICLE 23 - REDUCED WORK WEEK**23.01 REDUCED WORK WEEK FOR FULL-TIME EMPLOYEES**

It is agreed and understood that subject to operational requirements and at the sole discretion of the Employer, the Employer may approve a reduced work week arrangement whereby an Employee can work 80% of the weekly hours of work of a comparable full-time Employee.

Permission to approve the request shall not be unreasonably withheld and reasons for the refusal shall be provided to the Employee and the Union within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith.

A reduced work week arrangement may be terminated by either the Employer or the Employee upon providing (30) thirty days notice.

The terms and conditions of the collective agreement shall apply except as modified below:

Leaves:

All leave entitlements as per Article 8, except bereavement leave, shall be prorated to reflect the Employee's weekly hours of work in relation to the normal full-time hours of work (e.g., an Employee working 4 days per week or 80% of the full-time hours, shall receive 80% of the respective vacation entitlement; i.e., 4 days per entitled week).

Bereavement leave is not prorated and Employees remain entitled to the number of days as described in Article 8 factored by their daily hours of work.

Pension Plan:

The Employer and Employee contributions are reduced to reflect the modified earnings of the Employee. All other pension conditions are in accordance with the Pension Plan rules.

Insured Benefits:

The Employer shall continue to share the cost of the benefit programs as described in Article 27. Long Term Disability benefits will be reduced to reflect the Employee's modified earnings although all other benefits will remain unchanged.

Seniority:

Employees will continue to accumulate full seniority without adjustment for the first twelve months worked under this arrangement and prorated seniority thereafter.

Service:

Employees will continue to accumulate service for service related benefits without adjustment.

Overtime:

Overtime shall be defined as per Article 7.01 - Overtime.

ARTICLE 24 - JOB SHARING**24.01 JOB SHARE FOR FULL-TIME EMPLOYEES**

It is agreed and understood that subject to operational requirements and at the sole discretion of the Employer, the Employer may approve a job share request by a full-time Employee.

Permission to approve the request shall not be unreasonably withheld and reasons for the refusal shall be provided to the Employee and the Union within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith.

The Employer will consider Employee proposals for job share arrangements whereby two full-time Employees, in the same job classification, who have the ability to perform the duties of the job, can be permitted to share the work of one full-time position. It is understood that job share partners must be able to work together to ensure both quality and continuity of client service. The Employee(s) shall submit to their Manager with a copy to the Director, Human Resources or designate a written request to share a position.

A job share arrangement is for a trial period of one year with a review by the Employer at six months. At the conclusion of the one year period, the job share either becomes permanent, in which case the job share Employees can no longer revert to their former positions, or the job share ends and the job share Employees both revert to their former positions. During the one year period, job share Employees may request to return to their full-time position with thirty (30) days notice to the Employer or the Employer may terminate the job share with thirty (30) days written notice to the Employee.

If two full-time Employees wish to job share one position, the remaining position will be filled according to Article 11 – Job Posting. Where one full-time Employee wishes to job share their position, the Employer may assist in locating a job share partner, giving first preference to a full-time Employee. If no full-time Employee is available or interested, the Employer may also consider proposals from a qualified Employee from a different job classification or from outside the full-time status.

Job share partners will be responsible to ensure coverage of each other's planned absences. Job share partners are not required to cover each other's unplanned absences but may be offered the opportunity to do so.

If one partner of the job share arrangement leaves, the remaining partner, if necessary, shall be encouraged to work the full schedule for three (3) calendar weeks. During this period, the Employer will consider other job share candidates. If no suitable candidate can be found, the position will be posted in accordance with Article 11 Postings.

This new job share arrangement will undergo a trial period of one (1) year with a review by the Employer at six (6) months. At the conclusion of the one year period, the job share either becomes permanent, in which case the job share Employees can no longer revert to their former positions, or the job share ends and the job share Employees both revert to their former positions. During the one (1) year period, job share Employees may request to return to their full-time position with thirty (30) days notice to the Employer or the Employer may terminate the job share with thirty (30) days notice to the Employee.

If a suitable replacement cannot be found pursuant to the foregoing, the shared position will revert to a full-time position. If the remaining partner held a full-time or part-time position prior to assuming the job share, they will have the option of:

- (a) Filling the position on a full-time basis as soon as is practicable,

or,

(b) Should a vacant part-time position exist, that has not yet been posted in accordance with Article 11 Job Postings, the remaining partner may be placed in such a part-time position.

Employees who are job sharing are considered to be part-time Employees for the purpose of benefit entitlements.

ARTICLE 25 - SALARIES

25.01 The salaries to be paid to Employees covered by this Agreement shall be in accordance with the official schedule of salaries of the Employer as agreed to by the Employer and the Union and set out in Appendix 2, and Appendix 3.

25.02 The normal effective date for the implementation of an Employee's salary increment within a pay range, shall be the first day of the bi-weekly pay period following the appropriate salary increment date. The normal salary increment date shall be the Annual anniversary of the Employee's appointment, subject to the provisions of Article 8.07.

25.03 (a) Except as provided in subsections 25.03(b) and 25.03(c), every Employee shall be granted salary increments on their salary increment date until they reach the maximum rate for the pay grade to which they are appointed.

For Part-Time Employees the normal salary increment date shall be after 1500 paid hours.

(b) The Employer may deny a salary increment to an Employee if dissatisfied with the Employee's performance. Where the Employer intends to deny a salary increment to an Employee, the Employer shall give the Employee the reason for the denial in writing at least two (2) weeks before the due date for the salary increment.

(c) Where the Employer has denied a salary increment to an Employee on their increment date, it shall then grant the salary increment on the first day of any pay period prior to the Employee's next increment date, and the Employee shall retain their increment date.

25.04 When a position not set out in the classification and salary schedule

Appendix 2 and Appendix 3 is established during the term of this Agreement and such a position would normally fall within the scope of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The rate of pay shall become retroactive to the time the position was first filled.

25.05 (a) Acting Pay - Temporary Assignment

Employees directed by the Employer to temporarily perform the full duties of a position in a pay grade having a higher salary range shall be paid acting pay, provided the assignment is for a period in excess of three (3) continuous working days. In such cases, the Employee shall be paid acting pay from the first (1st) day of such assignment. (It is recognized that "duties" refers to the normal duties of the position at the time of acting.)

(b) Acting Pay - Calculation within the bargaining unit

The acting pay received for assignments as set out in this Article shall provide for the greater of:

- i) the first step of the pay grade in the position in which such Employee is acting; or
- ii) the equivalent to a placement in the new salary range which will give the Employee at least 104% of the Employee's present normal salary, and shall be paid for the period in which acting on such assignment. In no case, however, shall such acting pay exceed the maximum of the applicable salary range.

(c) Salary Increment While Acting

Should an Employee act in a position for one (1) year or more, the Employee so acting shall be eligible to receive an increment in the salary scale in which they are acting, provided that they are not already at the maximum of that salary scale.

It is recognized that upon return from acting to the Employee's position, the Employee's original increment date remains unchanged and the Employee will be returned to the salary scale of their position (except in those circumstances covered by Clause 25.06 at the increment level to which they are entitled in accordance with Clause 25.02).

(d) Increment Date Upon Appointment

Should an Employee, acting in a position, be officially appointed to that position the date the Employee commenced acting duties shall be the Employee's new increment date.

(e) Promotional Increase from an Acting Appointment

The salary placement of an Employee, acting in one position, who is promoted to another position while acting, shall be based upon the Employee's normal salary, not the acting salary, unless acting for over six (6) months, in which case the salary placement shall be based upon the Acting Pay.

The provisions in respect of acting pay shall not detract from the provisions in respect of vacancies and new positions.

(f) Acting Pay - Calculation outside of the bargaining unit

Employees requested to provide temporary relief for vacation or sick leave for no longer than twenty (20) working days shall receive a premium payment of \$1.50/hour for all hours worked and shall retain and accumulate seniority.

25.06 SALARY PROTECTIONS ON DOWNWARD RECLASSIFICATION

When a position has been reclassified downward, the Employee (present incumbent only) in the reclassified position will be placed into the new classification (at a level not less than the Employee's current earnings) provided the Employee's earnings do not exceed the maximum of the salary for the new classification. In this circumstance, the Employee's increment date will not change and the Employee shall receive the negotiated increase as well.

Should the Employee's salary be in excess of the salary for the new classification such salary will be frozen as of the date of the reclassification save and except any increase negotiated by the parties.

25.07 SALARY PROTECTIONS ON UPWARDS RECLASSIFICATION

An Employee who is promoted to a position having a higher salary scale, or whose position has been classified upward, shall be paid at the salary rate next higher to the rate they received prior to their promotion, provided that their salary rate represents a minimum of 104% of the remuneration which the Employee would have received in the next 52 week period, had no promotion taken place. The effective

date of the promotion will become the date for establishing the date of implementation of future salary increments.

ARTICLE 26 - HEALTH AND WELLNESS/PERSONAL DEVELOPMENT

26.01 The Employer shall provide reimbursement for tuition/registration costs paid by the Employee, who have completed the probationary period as provided for in this Agreement, for any health and wellness/personal development initiative up to a maximum of \$200.00 annually.

ARTICLE 27 - HEALTH PLAN

27.01 The Employer's liability shall be limited solely to the proper payment of the premiums for the Health Plan.

27.02 It is the responsibility of the Employee to notify the Employer of any changes of status, i.e. family to single coverage, etc.

27.03 During the period that an Employee is a member of the plan or plans introduced as aforesaid, the Employer shall deduct from the Employee's pay the Employee's share of the cost of such plans.

27.04 In the case of a married Employee with respect to whom the Employer is obligated to pay 100% of the cost of membership, the cost of membership shall be computed on the basis of providing coverage for the bona fide dependents of the married Employee. Notwithstanding the foregoing, all Employees who have enjoyed the benefit of having their spouses included in their coverage at 100% of the Employer's expense shall not have this benefit subsequently taken away.

27.05 The Employer agrees to pay 100% of the premium costs for all full-time Employees provided the full-time Employee completed four (4) months of service, subject to the carrier provisions as follows:

Long Term Disability (LTD):

Long Term Disability Insurance providing for 66% of salary on date of disability commencing seventeen (17) weeks after the date that the Employee became continually disabled, to a maximum of \$4500 per month.

The Employer agrees to pay the following benefits when a disabled Employee is receiving L.T.D. benefits (at no expense to the Employee). Benefits will continue until the Employee is no longer eligible for L.T.D.

or is no longer employed by the Employer for any reason:

- (a) Life Insurance/Accidental Death and Dismemberment
- (b) Extended Health Care Insurance Vision Care
- (c) Semi-private Hospital Coverage; and,
- (d) Dental Insurance

"Totally Disabled" Employees shall mean for the Qualifying Period and the first twenty-four (24) months immediately following the Qualifying Period, the Employee is wholly and continuously disabled by illness or accidental bodily injury which prevents the Employee from performing any and every duty of their normal occupation. Thereafter, "Totally Disabled" shall mean the Employee is unable to perform any and every duty of any occupation for which they are reasonably fitted by education, training or experience.

An Employee's position may be declared vacant even though the Employee may be receiving Long Term Disability benefits after the expiry of a two year period from the initial date of disability.

Should a disabled person who has been on L.T.D. benefits wish to return to work, the Employer will endeavour to secure suitable employment consistent with the applicant's education, qualifications, training and health and the Employer's needs at the time.

Drug Plan:

Employees will be reimbursed 90% of costs incurred for covered drug expenses legally requiring a prescription subject to a \$25.00 deductible per annum.

Vision Care:

Effective January 1, 2023, Employees will be reimbursed for payment of eye exam costs to a maximum of \$105.00 per claimant within a twenty-four (24) month period.

Effective January 1, 2023, Employees will be reimbursed for payment of Vision care costs to a maximum of \$450.00 per claimant within a twenty-four (24) month period

Paramedical:

Employees will be reimbursed for payment of paramedical Practitioner Services at \$500.00 per claimant, per practitioner, per year for the following practitioners: Chiropractor, Osteopath, Naturopath, Speech and Language Pathologist, Podiatrist, Dietician, Occupational Therapist and Physiotherapist.

Effective August 1, 2023, Employees will be reimbursed for payment of paramedical Practitioner Services at \$550.00 per claimant, per practitioner, per year for the following practitioner;

- Registered Massage Therapist.

Effective August 1, 2024, Employees will be reimbursed for payment of paramedical Practitioner Services at \$750.00 combined per claimant, per year for the list of following practitioners;

- Psychologist
- Psychotherapist
- Social Worker

Hearing Aids:

Employees will be reimbursed for payment of hearing aids at a maximum of \$500.00 every sixty (60) months.

Semi-Private Hospital Plan:

Employees will be reimbursed for semi-private hospital coverage.

Accidental Death and Dismemberment Insurance:

Each Employee shall be insured for an amount equal to two (2) times the Employee's annual salary, with the total payout capped at \$500,000 per Employee.

27.06 The Employer agrees to pay 75% and the Employee shall pay 25% of the premium costs for all full-time Employees provided the full-time Employee completed four (4) months of service, subject to the carrier provisions as follows:

Life Insurance:

Each Employee shall be insured for an amount equal to two (2) times the Employee's annual salary, with the total payout capped at \$500,000

per Employee.

Dental:

Employees will be reimbursed for payment of Dental services according to the following provisions:

- The Employer shall ensure coverage of a one year lag to the current year's ODA schedule of fees;
- Basic Services - to 100% with an exam frequency of 6 months;
- Dentures and partials - to 80% of schedule with a \$1,000 annual maximum per claimant;
- Orthodontics - to 50% of schedule with a \$1,500 annual maximum and a \$3,000 lifetime maximum per claimant;
- Crowns and bridgework - to 50% of schedule with a \$1,500 annual maximum per claimant and \$3,000 overall lifetime maximum per claimant;

27.07 Effective June 1, 2019, permanent full time employees who reach age 65 on or after June 1, 2019 and who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as other permanent full time employees:

- a) Health and Dental to retirement
- b) A group life Insurance program to retirement
 - At age 65 a reduction in Basic life Insurance equal to one (1) times the Employee's basic annual earnings rounded to the next highest \$1000 of benefit.
 - At age 70 and beyond a further reduction In Basic life insurance to half of the Employee's basic annual earnings rounded to the next highest \$1000 of benefit

ARTICLE 28 - MILEAGE AND PARKING

28.01 REIMBURSEMENT FOR USE OF PRIVATE VEHICLE

Where the Employer determines that an Employee must have available

an automobile for business purposes, such Employee(s) will be reimbursed for use of such vehicles when on authorized LHIN business as follows:

- i) 50 cents for all kilometers driven on agency business. However, the minimum payment for such Employees will be \$80.00 per month.
- ii) Employees who receive the allowance as set out above will, upon request, be provided with an accurate signed form T2200 (Revenue Canada) confirming the automobile use as a work requirement.
- iii) Employees, excluding floats, who do not require as a condition of employment, to have available an automobile, but who may be authorized to use their own vehicle shall be reimbursed at the rate specified in (i) above but with no minimum guarantee.
- iv) Float Employees whose assignment requires them to utilize their automobile for business purposes and do not have a normal place of work shall receive the greater of \$50.00 per month or \$0.50 for all kilometers driven on agency business.

28.02 PARKING EXPENSES

Parking expenses for all Employees whose assignment requires them to utilize their automobile for business purposes will be fully reimbursed.

28.03 DISTANCE CALCULATION

This article is for the express purpose of calculating kilometres to be paid for the first and last designated stop. It does not in any way guarantee nor can it be interpreted as a guarantee of specific work assignment to an office or that the workload shall be considered in a certain area.

For the purpose of kilometers calculation, an Employee shall be assigned a normal place of work based on an office maintained by the Employer. The normal place of work for current Employees shall be considered the office where they currently are based.

The calculation of business kilometers shall be as follows:

1. At the beginning of the work day, if the first designated stop is farther than the usual distance from the Employee's home to their normal place of work, then those kilometers in excess of the amount between the Employee's home and normal place of work

shall be paid at the kilometer rate in effect at the time, or

2. If the distance to the first designated stop is less than the distance between the Employee's home and the normal place of work, then business kilometers would commence after the first designated stop.
3. At the end of the workday, should the distance home from the last designated stop be greater than the distance from home to the normal place of work, then the Employee shall receive kilometres allowance at the appropriate rate for the difference.
4. If the distance to the last designated stop is less than the distance between the Employee's home and the normal place of work, then business kilometers would stop at the last designated stop.

ARTICLE 29 - IN LIEU BENEFITS NON FULL-TIME EMPLOYEES

29.01 This article applies to all Employees scheduled to work fifty-six (56) hours or less in a two-week pay period as well as temporary and casual Employees. A payment of thirteen percent (13%) of the regular earnings shall be paid on each pay cheque to all part-time, temporary and casual Employees. This payment is in lieu of Article 27 - Health Plan, Article 8.02 -Income Protection Plan and in Article 8.08 -Statutory Holidays, Article 9 - Pension or any of the negotiated benefits, other than wages and vacation, provided for in this Agreement.

29.02 The percentage herein shall, for those Employees electing to enroll in the H.O.O.P.P. pension plan subject to Article 27.01, be reduced by the percentage being paid by the Employer as the Employer's contribution to the plan.

29.03 A part-time Employee may anticipate their unpaid leave entitlement. Vacations for part-time Employees shall be on a pro-rata basis. Vacation pay shall be provided to all Employees in accordance with the following schedule:

- (a) Employees with less than one-year continuous service to be paid 6% of an Employee's regular wages.
- (b) Employees with one year but less than twelve (12) years continuous service to be paid 8% of an Employee's regular wages.
- (c) Employees with twelve (12) but less than twenty (20) years

continuous service to be paid 10% of an Employee's regular wages.

- (d) Employees with twenty (20) years continuous service or more to be paid 12% of an Employee's regular wages.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This agreement shall remain in force and effect from August 1st, 2024 to July 31st, 2025 and thereafter from year to year.

30.02 Should either party to the agreement wish to seek amendments to or modifications to the agreement or to terminate the agreement and negotiate a new agreement, it shall give written notice to the other party within 90 days prior to the termination date.

30.03 Within thirty days of the receipt of this notice, the parties shall meet for the purpose of considering the proposed amendments or terms of a new agreement.

Signed at Ottawa, Ontario this 11th day of November, 2024.

The Ottawa-Carleton Public
Employees' Union Local 503

Janet CK
Wile Kelly
Debra

Champlain Local Health
Integration Network

Nancy Harvard
Carly

APPENDIX 1 - EXCLUSIONS

- (a) Executive Director
- (b) Executive Assistant to Executive Director
- (c) Administrative Assistant to Executive Director
- (d) Senior Directors
- (e) Executive Assistants to Senior Directors
- (f) Directors
- (g) Senior Administrative Assistants to Directors
- (h) Senior Managers
- (i) Managers
- (j) Financial Analysts
- (k) Contract Liaison
- (l) Project Manager
- (m) Decision Support/Business Intelligence
- (n) Communications Planner
- (o) Communications Coordinator
- (p) Human Resources/Organizational Development
- (q) Co-ordinator Research/Special Projects
- (r) Strategy and Planning Specialist
- (s) Payroll Coordinator/Clerks
- (t) Translator

APPENDIX 2 - POSITION TITLES

Position Titles	JE Number	Pay Grade
<u>Corporate Services</u>		
<u>Administrative Clerk</u>	6605	7
<u>Records Management Clerk</u>	6556	8
<u>Systems Data Clerks</u>		9
<u>Accounts Payable Clerk</u>		7
<u>Corporate Services Clerk</u>	6510	9
<u>Health Information Technician</u>		7
<u>Records Management Specialist</u>		8
<u>Administrative Assistant</u>	6720	10
<u>Systems Support Technician</u>	6719	11
<u>Technical Support Specialist</u>		11
<u>Financial Clerk</u>	6592	12
<u>Financial Analyst</u>		12
<u>Support Services Officer</u>		10
<u>Service Desk Supervisor</u>		15
<u>Accounting Clerk</u>		7
<u>Program Coordinator</u>		9
<u>Program Assistant</u>		10
<u>Home and Community Care</u>		
<u>Receptionist</u>	6542	8
<u>Service Ordering Clerk</u>	6703	8
<u>Information & Referral Representative</u>		9
<u>Supplies and Equipment Clerk</u>		9
<u>Team Assistant</u>	6707	9
<u>Team Leader, Team Assistant</u>		11
<u>Administrative Assistant</u>	6729	10
<u>Senior Administrative Clerk-Client Services</u>		10
<u>Scheduler/Scheduling</u>		9
<u>Health Information Specialist</u>		11
<u>Team Assistant Educator</u>		11

APPENDIX 3 - SALARY SCHEDULE**August 1, 2024 to July 31, 2025**

Pay Grade	35 hrs/wk	1	2	3	4	5
1	annual	30,831.76	32,065.11	33,353.23	34,700.18	36,077.56
	bi-weekly	1,185.84	1,233.27	1,282.82	1,334.62	1,387.60
	hourly	16.941	17.618	18.326	19.066	19.823
2	annual	32,957.66	34,270.13	35,645.48	37,087.77	38,552.37
	bi-weekly	1,267.60	1,318.08	1,370.98	1,426.45	1,482.78
	hourly	18.109	18.830	19.585	20.378	21.183
3	annual	35,069.37	36,471.09	37,931.64	39,469.27	41,029.22
	bi-weekly	1,348.82	1,402.73	1,458.91	1,518.05	1,578.05
	hourly	19.269	20.039	20.842	21.686	22.544
4	annual	37,197.31	38,676.11	40,232.00	41,852.80	43,508.09
	bi-weekly	1,430.67	1,487.54	1,547.38	1,609.72	1,673.39
	hourly	20.438	21.251	22.105	22.996	23.906
5	annual	39,313.07	40,877.08	42,520.19	44,242.42	45,988.99
	bi-weekly	1,512.04	1,572.20	1,635.39	1,701.63	1,768.81
	hourly	21.601	22.460	23.363	24.309	25.269
6	annual	41,434.93	43,086.16	44,816.50	46,623.93	48,471.93
	bi-weekly	1,593.65	1,657.16	1,723.71	1,793.23	1,864.30
	hourly	22.766	23.674	24.624	25.618	26.633
7	annual	43,554.75	45,289.15	47,102.66	49,017.60	50,956.88
	bi-weekly	1,675.18	1,741.89	1,811.64	1,885.29	1,959.88
	hourly	23.931	24.884	25.881	26.933	27.998
8	annual	45,666.46	47,488.08	49,401.00	51,401.13	53,431.70
	bi-weekly	1,756.40	1,826.46	1,900.04	1,976.97	2,055.07
	hourly	25.091	26.092	27.143	28.242	29.358
9	annual	47,780.19	49,693.11	51,687.16	53,780.61	55,912.60
	bi-weekly	1,837.70	1,911.27	1,987.97	2,068.49	2,150.48
	hourly	26.253	27.304	28.400	29.550	30.721
10	annual	49,904.07	51,898.13	53,983.46	56,170.23	58,395.54

	bi-weekly	1,919.39	1,996.08	2,076.29	2,160.39	2,245.98
	hourly	27.420	28.515	29.661	30.863	32.085
11	annual	52,029.98	53,729.90	56,273.68	58,555.79	60,919.04
	bi-weekly	2,001.15	2,066.53	2,164.37	2,252.15	2,343.04
	hourly	28.588	29.522	30.920	32.174	33.472
12	annual	54,145.75	56,310.20	58,572.02	60,941.35	63,351.25
	bi-weekly	2,082.53	2,165.78	2,252.77	2,343.90	2,436.59
	hourly	29.750	30.940	32.182	33.484	34.808
13	annual	56,261.51	58,507.10	60,864.27	63,326.91	65,828.10
	bi-weekly	2,163.90	2,250.27	2,340.93	2,435.65	2,531.85
	hourly	30.913	32.147	33.442	34.795	36.169
14	annual	58,385.39	60,718.21	63,150.43	65,708.42	68,306.97
	bi-weekly	2,245.59	2,335.32	2,428.86	2,527.25	2,627.19
	hourly	32.080	33.362	34.698	36.104	37.531
15	annual	60,507.24	62,923.23	65,448.76	68,093.98	70,793.96
	bi-weekly	2,327.20	2,420.12	2,517.26	2,619.00	2,722.84
	hourly	33.246	34.573	35.961	37.414	38.898
16	annual	62,623.01	65,124.20	67,738.98	70,479.54	73,270.81
	bi-weekly	2,408.58	2,504.78	2,605.35	2,710.75	2,818.11
	hourly	34.408	35.783	37.219	38.725	40.259
17	annual	64,742.83	67,329.22	70,031.23	72,859.01	75,749.68
	bi-weekly	2,490.11	2,589.59	2,693.51	2,802.27	2,913.45
	hourly	35.573	36.994	38.479	40.032	41.621
18	annual	66,864.68	69,532.21	72,319.42	75,252.69	78,232.61
	bi-weekly	2,571.72	2,674.32	2,781.52	2,894.33	3,008.95
	hourly	36.739	38.205	39.736	41.348	42.985
19	annual	68,982.48	71,737.23	74,613.70	77,634.19	80,709.46
	bi-weekly	2,653.17	2,759.12	2,869.76	2,985.93	3,104.21
	hourly	37.902	39.416	40.997	42.656	44.346

LETTER OF UNDERSTANDING

Between

Champlain Local Health Integration Network

And

CUPE Local 503

TELEWORK

The parties agree to the policy as amended September 14, 2016 and for clarity, agree that all members of the 503 Bargaining Unit have a right to apply, and to be considered, under the terms of the policy. The Union acknowledges that this policy may be changed from time to time. The parties agree to review any required changes in UMAC meetings.

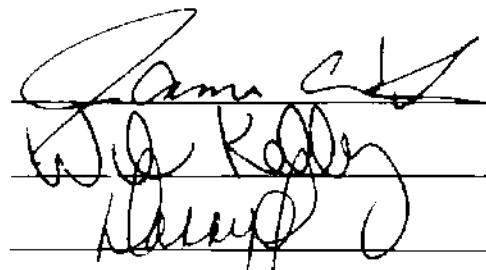
The parties agree to establish a working group that includes employees who are members of the bargaining unit, as chosen by the Union, and representatives from the LHIN with the intention of reviewing operational issues that may be a barrier to the approval of telework for members of the bargaining unit, including Team Assistants, under the policy. This working group will make recommendations on the identified issues. The parties agree that the working group will be convened as soon as possible and no later than November 30, 2018.

The working group will provide regular progress updates at UMAC and present the final recommendations at UMAC prior to those recommendations being provided to the Employer for consideration.

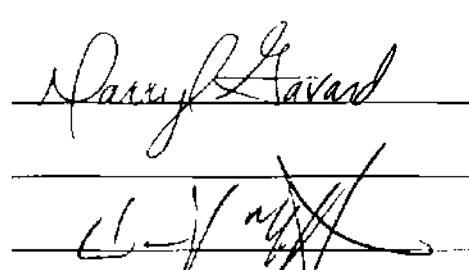
The selection of candidates that meet the criteria of the policy shall be at the sole discretion of the employer. Where more than one candidate meets the criteria the Employer shall endeavour to distribute telework opportunities equally among those candidates. Where this is not possible, seniority shall be the deciding factor.

Signed at Ottawa, Ontario this 11th day of November, 2024.

The Ottawa-Carleton Public
Employees' Union Local 503


Sam Clark
Treasurer
Local 503

Champlain Local Health
Integration Network


Barry Lavard
Chairperson
Champlain LHIN

LETTER OF UNDERSTANDING

Between

Champlain Local Health Integration Network

And

CUPE Local 503

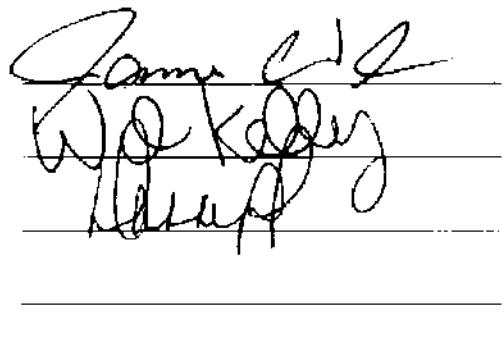
Hybrid Workforce Policy

The parties agree that changes to the Alternative Work Locations in a Hybrid Workforce policy will be discussed with the Union prior to implementation.

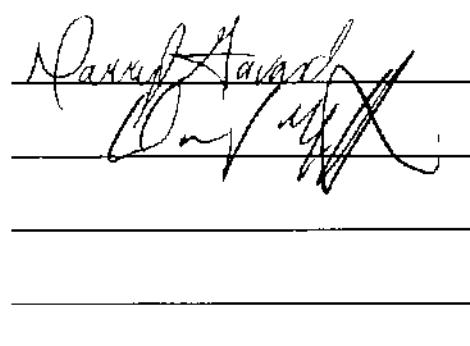
Signed at Ottawa, Ontario this 11th day of November, 2024.

The Ottawa-Carleton Public
Employees' Union Local 503

Champlain Local Health
Integration Network



Handwritten signature of Wayne Kelly, Local 503, in black ink on four horizontal lines. The signature is cursive and includes the prefix "Local" and the name "Wayne Kelly".



Handwritten signature of Barry Haward, Champlain LHIN, in black ink on four horizontal lines. The signature is cursive and includes the prefix "Local" and the name "Barry Haward".

LETTER OF UNDERSTANDING

Between

Champlain Local Health Integration Network

And

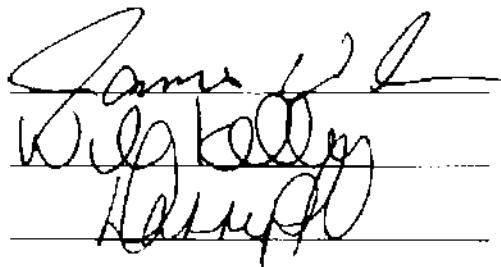
CUPE Local 503

Parking

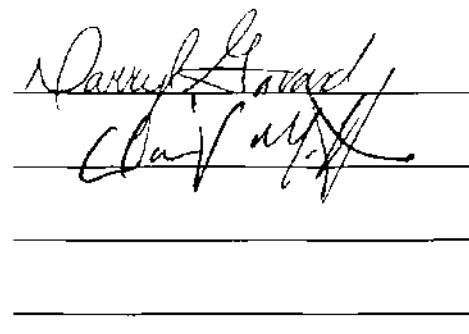
In situations where the Union has concerns related to parking, the parties agree to discuss it at a UMAC meeting.

Signed at Ottawa, Ontario this 11th day of November, 2024.

The Ottawa-Carleton Public
Employees' Union Local 503


James Kelly
Local 503

Champlain Local Health
Integration Network


Darren Howard
Chairman

LETTER OF UNDERSTANDING

Between

Champlain Local Health Integration Network

And

CUPE Local 503

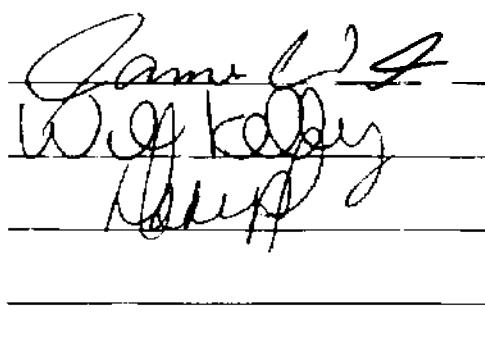
Chronic Conditions and Medical Documentation

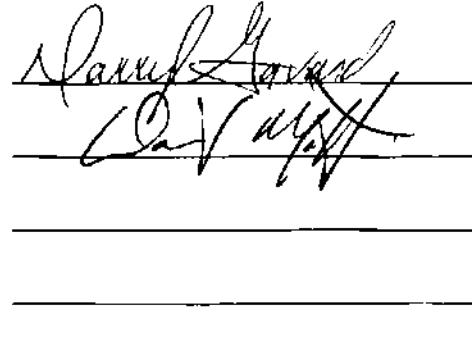
1. The three (3) current Employees (parties to confirm in an email the names of these employees) who have previously identified to the employer a chronic medical condition/recognized disability will have their individual practice of not requiring a medical note for each related absence continue. However, such employees shall supply the employer with updated medical documentation confirming the chronic medical condition/recognized disability bi-annually if requested by the employer and at the employer's expense.
2. Notwithstanding paragraph #1 above, the employer may request medical documentation for an absence where the employer has reasonable grounds to believe that the absence is not related to the chronic condition/recognized disability.
3. Any other employees coming forward with evidence of a chronic medical condition/disability shall have their circumstances considered by the employer on the merits of their individual cases.

Signed at Ottawa, Ontario this 11th day of November, 2024.

The Ottawa-Carleton Public
Employees' Union Local 503

Champlain Local Health
Integration Network


James J. D'Agostino
CUPE Local 503


Larry Ward
Champlain Local Health Integration Network

LETTER OF UNDERSTANDING**Between****Champlain Local Health Integration Network****And****CUPE Local 503****LTD/WSIB Claims**

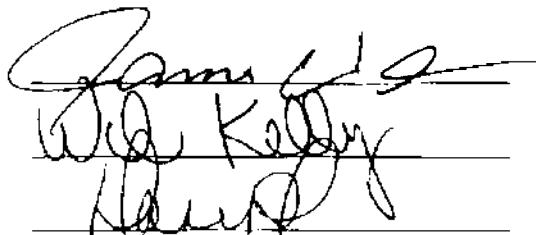
Where an employee is awaiting a decision on a claim or on an appeal from the WSIB or the LTD carrier as to that employee's entitlement to long term disability benefits or reoccurrence, the Employer may extend IPP benefits for a maximum period of thirty (30) calendar days to the employee on the following conditions:

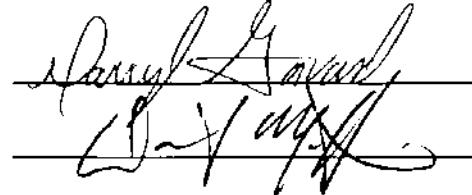
- (a) Payment under this LOU will only be provided if the employee provides a written undertaking to the Employer that any payments will be refunded to the Employer following final determination of the claim by the LTD carrier or WSIB. The extended payments shall not exceed the maximum allowable claim under the LTD/WSIB for the individual employee.
- (b) The employee continues to provide medical information satisfactory to the Employer that the employee continues to be unable to perform the duties of their position due to illness or injury. Such requests may include, but are not limited to, information on the employee's functional abilities.
- (c) Where the employee's claim is allowed, the Employer will be entitled to be reimbursed from the employee's WSIB or LTD payments the amount of IPP benefits advanced and may require the employee to sign whatever authorizations or directions are required to permit WSIB or the LTD carrier to make such reimbursement directly to the Employer.
- (d) Where the employee's claim is not allowed, the Employer and the employee will meet to arrange for a re-payment process. The employee may elect to make deductions at a percentage rate of the employee's gross pay, agreeable to the Employer and Employee, until the amount owing has been recovered in full. Where no agreement can be reached, the Employer shall be deemed to be authorized pursuant to the Employment Standards Act to make deductions from the employee's pay cheque in order to recover the overpayment.
- (e) In situations where the employee does not return to the workplace, it is understood the employee is still obligated to repay monies provided under this LOU.

Signed at Ottawa, Ontario this 11th day of November, 2024.

The Ottawa-Carleton Public
Employees' Union Local 503

Champlain Local Health
Integration Network


Jim Kelly
Local 503


Harry Gaudet
Local 503

LETTER OF UNDERSTANDING

Between

Champlain Local Health Integration Network

And

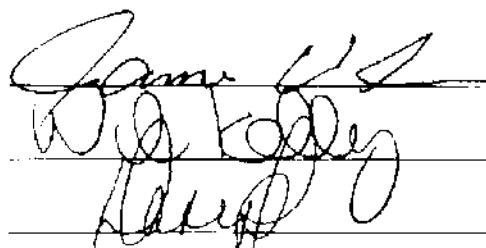
CUPE Local 503

WAGE REOPENING

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

Signed at Ottawa, Ontario this 11th day of November, 2024.

The Ottawa-Carleton Public
Employees' Union Local 503



Champlain Local Health
Integration Network

