

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 382**

and

**North Simcoe Muskoka Local Health Integration
Network, carrying on business as “Home and
Community Care Support Services: North Simcoe
Muskoka”**

DURATION: January 1, 2021 – December 31, 2023



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ARTICLE 1 - PREAMBLE/PURPOSE

- 1.01 The purpose of this agreement is to maintain mutually satisfactory employee relations, working conditions, hours of work and salaries between the Employer and the Union and to promote a prompt and orderly method of settling all differences including grievances, and for the final settlement of disputes.
- 1.02 The parties to this Collective Agreement agree that the Collective Agreement will be written in gender neutral language.
- 1.03 Where any personal pronoun is used in this Agreement, it shall mean and include all gender pronouns where the context so applies.

ARTICLE 2 - RECOGNITION

- 2.01 The Union shall be recognized as the bargaining agent of all employees of North Simcoe Muskoka Local Health Integration Network employed in Home and Community Care, save and except executive assistants, administrative assistants, supervisors and persons above the rank of supervisor, and persons covered by a subsisting collective agreement.

Definitions

- a) A full-time employee is an employee who is hired for full-time position and is regularly scheduled to work thirty-five (35) hours per week.
- b) A part-time employee is an employee who is hired for a part-time position and is regularly scheduled to work less than thirty-five (35) hours per week.
- c) A casual employee is an employee who is called into work when work is available on an as needed basis. Casual employees may also be offered temporary vacancies to cover the absence of employees on leave.

2.02 Work of Bargaining Unit

Supervisors, students and volunteers shall not work regularly on any jobs performed by employees in the Bargaining Unit if this would directly or indirectly cause or result in the lay-off of an employee in the Bargaining Unit.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the operation and management of the North Simcoe Muskoka Local Health Integration Network and the direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Ensure that the best possible client care is provided by the Employer and its employees and that any conduct of its employees which does not promote that goal is stopped or corrected forthwith;
- b) Maintain order, discipline and efficiency;
- c) Hire, direct, schedule, assign, classify, transfer, promote, demote, discharge, layoff and suspend or otherwise discipline employees, provided that a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedures hereinafter described;
- d) Establish and enforce reasonable rules and regulations to be observed by employees, provided that such are not inconsistent with the express provisions of this Agreement; and
- e) Generally to manage and operate the North Simcoe Muskoka Local Health Integration Network in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation, location and number of employees required from time to time, the standards of performance for all employees and all other matters concerning its operations, functions and obligations.

The Employer will exercise its rights and administer the collective agreement in a fair and reasonable manner.

ARTICLE 4 – NO DISCRIMINATION/HARASSMENT

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the collective agreement.
- 4.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation.

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

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

4.04 “Harassment” means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Ref: *Ontario Human Rights Code, Sec. 10 (1)*

- a) “Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability”. Ref: *Ontario Human Rights Code, Sec 5 (2)*.
- b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee.” Ref: *Ontario Human Rights Code, Sec. 7 (2)*.
- c) Every person who is an employee has a right to freedom from workplace harassment in accordance with the *Occupational Health and Safety Act, Sec. 1 (1)*.

“Workplace Harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome”. Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

- d) “Workplace sexual harassment” means,
 - (i) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonable to be known to be unwelcome, or
 - (ii) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knowns or ought reasonably to know that the solicitation or advance is unwelcome;

Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

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

4.05 The Employer and the Union recognize their joint duty to accommodate employees in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 5 – NO STRIKE/NO LOCKOUT

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

ARTICLE 6 – UNION SECURITY

6.01 The Employer agrees to deduct from the wages of an employee, from the first day of employment, on a pay period basis, the dues of the Union in such amount as is certified by the Treasurer of the Union as being the monthly dues of the Union. In addition, the Employer agrees to deduct Union dues from any payments as prescribed by the Union either agreed to or awarded. The Employer will remit by the 15th of each month for the preceding month the amount of dues deducted from the wages of an employee to the Accounting Department of the Union, 100 Lesmill Road, Toronto, Ontario, M3B 3P8. The remittance shall be accompanied by a list of the employees who have Union dues deducted from their wages together with the inclusion of such other pertinent information as may be made available at the discretion of the Employer. A copy of such list shall be forwarded to the Local Union President or designate. The Union agrees to indemnify and save the Employer harmless from any claims, actions or causes of action arising out of the deduction of dues as aforesaid.

6.02 The Employer shall provide the Union with names, and addresses of new members of the bargaining unit within one (1) month of their starting date. In addition the Employer shall provide a list of terminations within one (1) month of the terminations. Such lists may be combined on one (1) monthly report, or as part of the dues remittance.

6.03 the Employer shall provide each Employee with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.

6.04 At least once per calendar year, the Employer will provide the Union with a list, which includes the addresses shown on the Employer's personnel records, of all current members of the bargaining unit.

6.05 The Union agrees that there shall be no solicitation for membership, collection of dues, or other Union activities transacted on the premises of the Employer except as is specifically permitted by this Agreement or in writing by the Employer.

6.06 The Union agrees that it shall not utilize the Employer's email or telephone system for the purpose of communicating with employees with respect to Union business without prior consent of the Employer, unless communication is required between Union Stewards and OPSEU Staff Representative/Local Executive officers. Such consent shall not be unreasonably withheld.

6.07 **Copies of Agreement**

The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and employees' rights and obligations hereunder. For this reason, the Employer shall ensure that an electronic copy of the current collective agreement is available for all OPSEU members, accessible through the Employer's intranet. The parties will share equally the cost of printing and distributing copies of this Agreement to employees. Each of the respective parties shall identify the initial number of copies required for print after which additional copies will be provided as requested.

6.08 **Correspondence**

Correspondence between the parties arising from this Agreement where the Union is to be advised or copied shall pass between the Employer and the Union workplace representative. Where a copy to the OPSEU Staff representative is required it will be explicitly stated in the Agreement.

ARTICLE 7- UNION REPRESENTATION AND JOINT COMMITTEES

7.01 The Employer recognizes the following committees:

- a) Labour Management Committee (LMC);
- b) Negotiating Committee;
- c) Occupational Health and Safety Committee.

7.02 **Labour Management Committee (LMC)**

A Labour Management Committee (LMC) shall be established consisting of up to four (4) union representatives and up to four (4) management representatives.

- a) The Union may have the assistance of a union Staff Representative and the Employer may have the assistance of an outside resource person at any meeting of the LMC.
- b) The purpose of LMC is to provide a forum for ongoing communication to discuss items which are of mutual concern to management and the employees. The parties agree that Equity in the Workplace is an appropriate issue for discussion at LMC. With advance notice, either party may request to have representation of a bargaining unit member or an employer representative who identify with the topic of Equity for discussion.
- c) The Committee will meet at least quarterly or as required. Both parties agree to alternate co-chairing of the meetings. The agenda for the meeting will be distributed at least seven (7) days prior to the meeting.
- d) The Employer shall provide a recorder for the minutes. Draft minutes of the meeting will be circulated to the participants within ten (10) days of the meeting for finalization. Minutes will be signed by the co-chairs within thirty (30) day of the meeting.

- e) Wherever possible, approved minutes shall be posted within ten (10) business days of the meeting being held and shall reflect all items and discussions that occurred.

7.03 Provincial Labour Management

The parties agree to meet twice per year (or sooner if mutually agreed to by the parties) to discuss issues that may have an impact on the bargaining units throughout the province or that may require discussion on issues considered central to the existing collective agreements. The parties agree that these meetings will take place through teleconferencing/videoconferencing. The meetings shall be limited to a two (2) hour period with agenda items identified at least one (1) week prior to the meeting.

The Union Committee shall consist of the four Local Presidents (or designate) and a representative of the bargaining agent. There shall be no loss of pay or other credits for the Local Presidents (or designate) while participating in the meetings.

7.04 Negotiating Committee

- a) The Employer agrees to recognize a Local Negotiating Committee, comprised of three (3) representatives to be elected or appointed from amongst the employees in the bargaining unit for the purpose of negotiating the renewal of this Agreement, along with the OPSEU Representative.
- b) The Employer shall pay employee representatives of the Local Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the renewal Collective Agreement, up to and including conciliation. It is agreed that the Employer is not responsible for any other costs associated with the employee's participation in bargaining.
- c) Central Negotiating Committee

In the event that the parties agree to participate in central bargaining between the Ontario Public Service Employees Union 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 calendar days immediately before and after negotiations), up to and including mediation. It is agreed that the Employer is not responsible for any other costs associated with the employee's participation in bargaining. The number of employees on the Union's Central Negotiating Team will be agreed to at the time the Memorandum of Conditions for Central Bargaining is negotiated; with the understanding it shall not be less than five (5) members.

7.05 **Joint Health and Safety Committee**

- a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent accidents, injury and illness. The parties agree to promote health & safety throughout the organization and the Employer further agrees to continue to make reasonable provisions for the health and safety of employees during hours of employment. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to recognize a Joint Health and Safety Committee (JHSC), which may include branch committees, as required by legislation.
- c) The JHSC shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to health and safety.
- d) The JHSC shall meet at least quarterly or more frequently upon request. The Parties agree that such request shall not be unreasonable and must have a direct relation to a specific concern, risk or incident. The duties of chairperson and secretary will alternate between the parties, unless agreed otherwise by the parties. Finalized JHSC minutes, recommendations, and inspections will be posted on the JHSC bulletin board and intranet.
- e) Any union representative elected or appointed in accordance with this Article shall serve for a term of two (2) calendar years from the date of appointment, which may be renewed for further periods. Any representative attending meetings of the JHSC during their scheduled hours of work shall not lose regular earnings as a result of such attendance.
- f) The Union and Management agree to endeavour to obtain the full co-operation of all employees in the observation of all safety rules and practices.
- g) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2) (h)].
- h) The Employer will inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge and equipment necessary to perform the work assigned to them in a safe manner.
- i) Each staff member is responsible for reporting unsafe or unhealthy working conditions that create a risk for injury or illness to employees.
- j) The Employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.

7.06 **Union Representation**

- a) The Employer acknowledges the right of the Union to appoint or elect stewards from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective agreement.
- b) The Union shall notify the Employer in writing of the names of its representatives for all purposes and the names of members of all committees recognized under the Collective Agreement.
- c) The parties agree that stewards have their regular scheduled duties and responsibilities to perform as employees, and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such approval shall not be unreasonably withheld. Such time from regular duties shall be used for the prompt handling of grievances and shall be without loss of pay.
- d) A Union Steward will have the opportunity to meet with new hires to this bargaining unit for a period of up to thirty (30) minutes during orientation, or at a time mutually agreed to by the Employer, without loss of regular earnings.
- e) **Return to Work:** An employee may choose to have Union representation at any meeting relating to the employee's return to work from illness or injury, provided this does not unreasonably delay any meeting and/or the employee's return to work from illness or injury.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 The parties to this Agreement believe that it is important to respond to complaints and grievances as quickly as possible as provided for herein.

8.02 **Complaint Stage**

Should any dispute arise between the Employer and an employee (individual), or between the Employer and the Union (Policy), or between the Employer and a group of employees (Group) who have identical grievances, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or Union shall first discuss the complaint informally with the Manager within fourteen (14) calendar days following the issue giving rise to the complaint or when the employee ought to have reasonably become aware of the issue giving rise to the complaint.

The manager shall then respond within five (5) calendar days of such discussion/meeting. If the dispute is not resolved to the satisfaction of the employee, group of employees or Union such dispute shall be submitted as a written grievance within five (5) calendar days of the manager's response.

Notwithstanding the above, in the case of a discharge the parties agree that a written grievance shall be filed within ten (10) calendar days of the discharge and that the complaint stage will not be required.

8.03 **Grievance Stage**

Failing resolution under the Complaint stage, the employee may submit a written grievance, signed and dated, to the Manager, Human Resources and Labour Relations or designate. A grievance shall identify the nature of the grievance and the remedy sought.

Once a written grievance is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. In addition to the OPSEU Union Steward, an OPSEU Staff Representative is entitled to attend such meetings.

The parties agree that an employee or group of employees, including the Union steward, required to attend at the complaint or grievance stage shall do so without any loss of credits, pay or benefits.

ARTICLE 9 –ARBITRATION PROCEDURE

9.01 **Arbitration Stage**

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

a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party in writing within fourteen (14) calendar days of its intent to forward the matter to arbitration. Following the notification above, the parties shall exchange names of arbitrators.

If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party. Fees and expenses of the arbitrators shall be borne in equal shares by the Employer and the Union.

b) Notwithstanding a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.

9.02 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in the Agreement, unless mutually extended, it shall be considered to have

been abandoned, subject to the relief jurisdiction of arbitrators under Section 48 (16) of the Labour Relations Act. Extensions under this clause shall not be unreasonably withheld.

- 9.03 Once appointed, the Arbitrator shall have all the powers and shall conduct the proceeding under Section 50 of the Labour Relations Act to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 9.09.
- 9.04 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 9.05 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Arbitrator may take such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any action relating to the grievance in question.
- 9.06 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 9.07 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee(s) concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- 9.08 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a Sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

Where the parties agree, they will exchange names of nominees within ten (10) calendar days. The two (2) appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the parties' nominees are unable to agree on a Chairperson, or one of the parties fails to appoint a nominee, the appointment of the chair shall be made by the Minister of Labour for Ontario upon the request of either party.

- 9.09 All references in the above Article to a Sole Arbitrator shall be taken to include a Board of Arbitration, if necessary.

9.10 **Mediation**

a) **Mutual Agreement**

No matter shall be referred to Mediation unless it has been carried through the grievance procedure first.

It is understood that the Parties may agree in writing, to submit a grievance to Mediation once it has been filed to Arbitration in accordance with the provisions of the collective agreement.

b) **Selection of the Mediator**

The Mediator shall be selected through the mutual agreement of both parties. If the parties can't agree to a mediator within ten (10) days of the referral, the matter should then proceed to Arbitration as outlined in the collective agreement.

c) If no settlement is reached through the Mediation process, the matter will proceed to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator.

In order to encourage open discussion and negotiation during mediation, oral and written settlement discussions and proposals are privileged and cannot be disclosed or relied upon in any further proceedings.

d) The Union and Employer will share the cost of the Mediation, if any.

ARTICLE 10- DISCHARGE AND DISCIPLINE CASES

10.01 **Discharge Grievance**

The employment of a probationary employee may be terminated at any time at the discretion of the Employer during the probationary period without recourse to the grievance or arbitration procedure. Such termination does not constitute a difference between the Parties under the Collective Agreement.

10.02 Notwithstanding Article 10.01, a probationary employee may file a grievance with respect to the employee's termination only in situations where the termination was for;

- a) Exercising a right under this agreement;
- b) In situations where the Employer has acted in a discriminatory or bad faith manner.

The onus shall be on the Union to prove the allegations in (a) and/or (b). The Union shall provide to the Employer the specific allegations in writing at the time of submitting the grievance.

10.03 A claim by an employee who has completed the probationary period that the employee has been disciplined or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee at the grievance stage within ten (10) calendar days following the date on which the notice was issued.

10.04 A Board of Arbitration shall resolve a discipline or discharge grievance by:

- a) confirming management's action in disciplining or discharging the employee; or,

- b) reinstating the employee with full, partial, or no compensation for time lost, benefits, and with or without seniority or service credits; or,
- c) any other arrangement that is just and equitable in the circumstances.

10.05 Any letter of reprimand or suspension will be removed from the record of an employee twelve (12) months following the receipt of such letter or suspension provided that such employees' record has been discipline free for such twelve (12) period.

ARTICLE 11 – SENIORITY

11.01 Subject to the terms of the collective agreement, seniority will operate on a bargaining unit wide basis and will be stated in hours paid by the Employer, subject to the following;

- a) The maximum seniority in a calendar year will be one thousand eight hundred and twenty (1820) hours;
- b) Seniority will continue to accumulate in accordance with the Employment Standards Act and the Human Rights Code for certain leaves of absence. All other leaves of absence will be governed by Article 17.09 (Effect of Absence).

11.02 **Probation Period**

All employees will be hired conditional upon the completion of a probationary period. This period should be viewed as an opportunity to determine the employee's suitability for the job and for the employee and the manager to become familiar with each other and decide if permanent employment is desirable. On-going discussions of expectations and responsibilities are encouraged during this period. The probationary period shall be nine hundred and ten (910) hours worked from date of hire. This period may be extended by agreement of the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.

11.03 **Loss of Service & Seniority**

An employee shall lose all service and seniority and shall be deemed to have terminated if they:

- a) leave of their own accord;
- b) are discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) have been laid off for twenty-four (24) months;
- d) are absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Employer of such absence and providing a reason satisfactory to the Employer;

- e) fail to return to work upon termination of an authorized leave of absence without a reason satisfactory to the Employer or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- f) fail upon being notified of a recall to signify their intention to return within five (5) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within ten (10) calendar days after they have received the notice of recall or such further period of time as may be agreed upon by the parties;
- g) are absent due to illness or disability for a period of thirty (30) months, unless they have less than six (6) months' service at the time the illness or disability commenced and are not eligible for long-term disability benefits.

If the employee has less than six months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to their length of service at the time the absence commenced.

- h) decline a shift for which they have declared themselves available on more than three (3) occasions in a two (2) month period.
- i) are a casual employee and have not worked when work was available for a period of six (6) months, except where such is due to an approved leave of absence, pregnancy leave, parental leave, or illness.

This provision shall be interpreted in a manner consistent with the Human Rights Code.

11.04 Posting of Seniority List

The Employer will post a seniority list in January and July of each year and forward a copy of the list to the Union. Employees shall have thirty (30) days to identify any concerns or errors on the list. If no issue is raised, the list is deemed to be correct.

11.05 Transfer Outside the Bargaining Unit

- a) An employee, who is transferred to a position outside of the bargaining unit for a period of not more than eighteen (18) months shall, subject to (c) below, retain, but not accumulate, their seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from date of their return to the bargaining unit.
- b) In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of eighteen (18) months, they will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of their return to the bargaining unit.

- c) It is understood and agreed that the periods of time referred to above may be extended by written agreement of the parties which would include a defined period of time.
- d) The Employer will notify the Union Steward in writing of any bargaining unit member who accepts a temporary transfer out of the bargaining unit. Such notification will include the defined period of time.

11.06 Temporary Assignment/Transfer

When an employee is temporarily assigned by the Employer to a lower-paying position their rate shall not be reduced during this period. When an employee is temporarily assigned to perform the duties of a higher paying classification from the beginning or and for the duration of one or more shifts, they shall be paid the level in the relevant pay band that is closest to but more than their regular rate of pay.

ARTICLE 12 – JOB POSTING

12.01 When a permanent vacancy occurs, that the Employer intends to fill or a new permanent classification is created inside the bargaining unit, the Employer shall post notice of the vacancy electronically and send a copy to the Union Chair.

Vacancies which are not expected to exceed six (6) months due to illness, accident, and leaves of absence may be filled at the discretion of the Employer. Vacancies which are expected to exceed six (6) months (such as pregnancy and parental leave) will be posted as set out in Article 12.02. A temporary vacancy may result in a maximum of two (2) subsequent postings, after which point further related vacancies may be filled at the discretion of the Employer.

12.02 The vacancy notice shall be posted for seven (7) calendar days and contain the following for information purposes only: classification, requirements for the position, initial assignment, initial office location, number of regularly scheduled hours and any other information the Employer deems pertinent. The name of the successful applicant will be posted. Subsequent vacancies created by filling of a posted vacancy are to be posted for seven (7) calendar days.

An employee may make a written request for transfer by advising the Employer and filing a Request for Transfer form indicating their name, position, qualifications, experience, present geographic area of assignment and requested position and/or geographic area of assignment. A Request for Transfer of Assignment shall become active as of the date it is received by the Employer and shall remain so until the following December 31st. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

12.03 Selection Process

- a) Employees shall be selected for positions posted under Article 12.01 on the basis of the following factors: skill, ability, experience and qualifications.

- b) Where these factors are relatively equal amongst the employees considered, seniority shall govern, providing that the successful applicant meets the job requirements.

12.04 Applicants from within the Bargaining Unit shall be given first consideration for the position. Where there are no applicants from within the Bargaining Unit who are qualified to perform the required work, the Employer may consider applications from persons outside the Bargaining Unit.

12.05 Each applicant from within the Bargaining Unit who receives an interview will be informed of the outcome of the job posting within seven calendar days of appointment of the successful applicant.

12.06 The Employer agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.

12.07 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of six (6) months from the date the employee commenced work into the posted vacancy.

ARTICLE 13 – LAYOFF

13.01 A long-term layoff shall be defined as a reduction in the hours of work of a regular full-time employee or a regular part-time employee, lasting longer than thirteen (13) consecutive weeks. Should such a reduction seem necessary, the Employer will meet with the Union to discuss the circumstances giving rise to the layoff and to consider suggestions aimed toward minimizing the negative effects of such layoff.

Any agreement between the Union and the Employer about the method of implementation of the layoff shall take precedence over the terms of this Article. In the event of a proposed layoff of a permanent or long-term nature within the bargaining unit, the Employer shall:

- a) provide the Union with a minimum of sixty (60) calendar days written notice of the proposed layoff or elimination of position.
- b) provide to the effected employee(s), if any, a minimum thirty (30) calendar days written notice of the proposed layoff or elimination of position. Such notice shall be inclusive of any requirements of the *Employment Standards Act*. Notwithstanding the above, it is understood that notice to employees can be provided concurrently with notice to the Union as described in clause 13.01a).

13.02 Where a layoff is imminent, the most junior employee in the affected area or work group to be reduced shall be given notice of layoff, provided the employees who remain are qualified to perform the work. That employee may elect:

- a) to transfer to a vacant position, provided the displaced employee has the skill, ability and qualifications to perform the work without training. A familiarization period of up to ten (10) working days will be provided or,
- b) to displace the most junior person on the seniority list in the same classification and employment status (i.e. Full-time or part-time) whose work the displaced employee has the skill, ability and qualifications to perform without training. A familiarization period of up to ten (10) working days will be provided or,
- c) to displace the most junior person on the seniority list in another classification or employment status whose work the displaced employee has the skill, ability and qualifications to perform without training. A familiarization period of up to ten (10) working days will be provided or,
- d) to accept any retirement or exit option as may be developed by the Employer or,
- e) to accept layoff and be placed on the recall list.

13.03 Layoff notices to the originally affected employee(s) and the Union shall be deemed notice to any consequently affected employee(s) and to the Union for any consequent layoff.

13.04 Laid off employees will be given preference for any temporary vacancies which occur and are expected to exceed fourteen (14) working days, while they remain on the recall list.

13.05 The Employer shall continue to pay their share of the benefit premiums for those employees participating in the benefits, under Article 21.04 until the end of the month after the layoff is effective, provided the employee remits their own share of the benefits.

13.06 In situations where there is a reduction in hours that does not constitute a long-term layoff, the Employer will reduce the hours of the least senior employee in the affected area or work group impacted by the reduction, provided the employees who remain are qualified to perform the work.

13.07 **Restructuring**

In the event of reorganization or restructuring of the Employer, the Employer shall notify the Union of such plans in advance of any implementation so that the parties can meet to discuss possible ways and means of minimizing the impact, including but not limited to, identifying and proposing alternatives to any action that the Employer may be considering.

ARTICLE 14 - RECALL

14.01 A laid off employee to whom a definite date of return has been given shall return on that date or notify the Employer at least two (2) weeks in advance that the employee

is not returning. An employee who notifies the Employer that the employee is not returning shall be deemed to be terminated at that time.

- 14.02 Employees shall be recalled to the same or similar position, in order of seniority provided that the recalled employee has the skill, ability and qualifications to perform the work without training. A familiarization period of up to eight (8) working days will be provided.
- 14.03 Employees will receive notice of recall via registered mail to the last known address on file with the Employer. Employees shall have seven (7) calendar days to respond to the notice of recall and must be available to report to work within fourteen (14) calendar days after receiving the notice of recall.

ARTICLE 15 – HOURS OF WORK

- 15.01 The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week. The normal hours of work shall be seven (7) hours per day, and seventy (70) hours in any bi-weekly period.
- 15.02 The normal daily shift shall consist of eight (8) consecutive hours, exclusive of a one (1) hour unpaid meal period. Employees shall be entitled to a fifteen (15) minute paid break during each half of the normal daily shift, at a time designated by the Employer.
- 15.03 The Employer shall post an eight (8) week schedule at least two (2) weeks in advance of the commencement of the schedule.
- 15.04 Requests for days off must be submitted at least two (2) weeks prior to the posting of the work schedule. Such requests will be considered based on the operational needs of the Employer and seniority where there is a conflict amongst employees.
- 15.05 Requests by employees to exchange shifts must be submitted at least two (2) working days in advance in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Employer. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment or any other claims on the Employer by any employee under the terms of this Agreement.
- 15.06 **Extended Shifts** (12-hour)
For employees in Central Intake, who are currently scheduled extended shifts; the Collective Agreement shall be amended as follows:
 - a) The hours of work will be continuous and not exceed ten and one- half (10.5) hours, exclusive of a one and one-half (1-1/2) hour unpaid break(s). The normal hours of work shall be seventy (70) hours in a bi-weekly period.
 - b) If an employee must work beyond the hours scheduled in part (a) above, the additional time shall be paid at one and one-half (1½) times the employee's

regular straight time hourly rate in addition to any applicable premiums. Such overtime must be approved in advance except where not possible to do so.

- c) An employee will not be required to work more than three (3) consecutive twelve (12) hour shifts. An employee will be paid one and one-half (1½) times their regular straight hourly rate for their fourth (4th) consecutive twelve (12) hour shift until scheduled off, unless as a result of a schedule change requested by the employee.
- d) A "day" will be defined as a seven (7) hour day with reference to the accrual of vacation, float, statutory lieu days, and sick days in the Collective Agreement. However, the employee will use ten and one-half (10.5) hours of vacation, float, sick, lieu time, or compensating time when booking off a twelve (12) hour shift.
- e) In the event that extended shifts are required by the Employer elsewhere in the organization, they will be discussed with the Union prior to implementation and the shifts will be evenly distributed among the employees of the Team(s) involved. The above Extended Shifts provisions will apply.

15.07 Innovative Scheduling

Schedules may be developed in order to improve quality of working life, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules may be determined with the agreement of the Employer and the Union subject to the following principles:

- a) Upon written agreement of the Employer and the Union, the parties may agree to amend collective agreement provisions (e.g. Hours of work, overtime, scheduling, etc.) to accommodate any innovative unit/team schedules.
- b) It is understood and agreed that these arrangements can be utilized for both; permanent or temporary positions.
- c) Job sharing can be considered under this process. If the parties agree to implement a job sharing agreement, the language will be agreed to prior to implementation.

ARTICLE 16 – PREMIUM PAYMENTS

16.01 Overtime shall be paid for all hours worked over seven (7) hours on a shift or seventy (70) hours bi-weekly at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime must be approved by the Employer in advance, except under exceptional circumstances where prior approval is not possible.

16.02 No Pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours

worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied.

16.03 Evening and Night Premium

Effective January 1st, 2021 all hours of work between 4:30 p.m. and 7:00 a.m. shall be paid at a premium of one dollar and forty-seven cents (\$1.47) per hour in addition to the employee's regular straight time rate of pay. A minimum of thirty (30) minutes must be worked within this time period before the premium pay will take effect.

Effective January 1st, 2023 all hours of work between 4:30 p.m. and 7:00 a.m. shall be paid at a premium of one dollar and fifty-nine cents (\$ 1.59) per hour in addition to the employee's regular straight time rate of pay. A minimum of thirty (30) minutes must be worked within this time period before the premium pay will take effect.

16.04 Weekend Premium

Effective January 1st, 2021 all hours worked between 12:00 midnight Friday and 12:00 midnight Sunday shall be paid a weekend premium of one dollar and seventy-two cents (\$ 1.72) for each hour worked in addition to the employee's regular straight time rate of pay. A minimum of thirty (30) minutes must be worked within this time period before the premium pay will take effect.

Effective January 1st, 2023 all hours worked between 12:00 midnight Friday and 12:00 midnight Sunday shall be paid a weekend premium of one dollar and eighty-four cents (\$1.84) for each hour worked in addition to the employee's regular straight time rate of pay. A minimum of thirty (30) minutes must be worked within this time period before the premium pay will take effect.

16.05 Hours worked under Article 16.04 shall not also be compensated under Article 16.03. Evening and weekend premium will not form part of an employee's straight-time hourly rate.

16.06 Leadership Premium

Where an employee is assigned leadership duties by the Employer they will be paid an additional seventy-five cents (\$0.75) per hour.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Personal Leave of Absence

The Employer may grant a request for leave of absence for personal reasons without pay provided that the employee submits the request in writing and provides a minimum of two (2) weeks' notice to the Employer. In situations where two (2) weeks' notice is not possible, the Employer will give consideration to such requests. Consideration will be given to a permanent full time or regular part time employee who has been employed by the LHIN for a minimum of one (1) year, and who has exhausted all earned vacation and any other banked time.

A leave of absence will not normally be granted for the purposes of extending normal vacation entitlements or for the purpose of employment with any other employer, unless agreed to otherwise by the Employer and the Union. Employees when applying for such leave shall indicate the proposed date of departure and return.

17.02 Union Leave

The Employer shall grant a leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Employer. The Union must give at least ten (10) days' notice in writing to the Employer in making application for the leave of absence for Union business. During such leave of absence, the employee's salary and applicable benefits, which includes pension contributions as may be permitted by HOOPP, shall be maintained by the Employer in the amount of the daily rate of the employee. The Employer will bill the Union for the employee's salary and benefits for the period of the leave. It is agreed that seniority, sick leave and vacation will continue to accumulate during such leaves.

17.03 Leave, OPSEU Executive Board of Directors

An employee, who is elected to the Executive Board of Directors of the Ontario Public Service Employees Union or any other Provincial Committee of the Ontario Public Service Employees Union, other than to the offices of provincial President or First Vice President, shall be granted a leave of absence without pay. Leave of absence under this provision shall be in addition to the Union Leave provided in Article 17.02 above. During such leave, the employee's salary and applicable benefits, which includes pension contributions as may be permitted by HOOPP, shall be maintained by the Employer and the Ontario Public Service Employees Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is agreed that seniority, sick leave and vacation will continue to accumulate during such leaves.

17.04 Leave, OPSEU President and First Vice-President

Upon application in writing by the Union on behalf of the employee elected to the office of President of the Ontario Public Service Employees Union, the Employer shall grant such employee a leave of absence, without pay, for a period of up to two (2) consecutive years. During such leave of absence, the employee's salary and applicable benefits, which includes pension contributions as may be permitted by HOOPP, shall be maintained by the Employer and the Ontario Public Service Employees Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Public Service Employees Union. The employee agrees to notify the Employer of their intention to return to work at least four weeks prior to the date of return. It is agreed that seniority will accumulate during such leaves.

17.05 Pregnancy and 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 her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of 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 seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires unless the relevant provision of the Employment Standards Act is amended or declared a violation of equality rights. Parental leave shall be granted for up to 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) weeks duration, in accordance with the Employment Standards Act. An employee, who is eligible for parental leave in accordance with the Employment Standards Act, because she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- g) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin unless exempt under the Employment Standards Act. Parental leave ends up to sixty-one (61) weeks after it began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- h) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit

(SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- i) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks. On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance Benefits and other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she/he is in receipt of Employment Insurance Benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to the commencement of the leave times her/his normal weekly hours.

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

- j) Effective for leaves commencing on January 1st, 2018 or after, the Employer will pay wages up to the (current SUB top-up amounts in the LHIN) during the one week waiting period.

The amount of any SUB payment made by the Employer in total over the current period in the collective agreement shall not increase or decrease as a

result of an employee's option to extend any leave under changes to existing Employment Insurance legislation.

- k) Where an employee elects to receive parental leave benefits on a sixty-one (61) week schedule pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits on a thirty-five (35) week schedule pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.
 - l) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before commencement of the pregnancy leave.

17.06 Jury and Witness Duty

If an employee is required to attend for jury selection, serve as a juror in any court of law, appear at a Coroners' Inquest, is a witness at a hearing of Regulatory College of Ontario, or is subpoenaed to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not lose the employee's regular pay because of such attendance provided that the employee:

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

An employee will be expected to be at work on any days (or part-days) when the employee is excused as a juror or Crown witness, provided there remains at least one half (1/2) of their normally scheduled shift.

17.07 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.

17.08 **Bereavement Leave**

- a) Upon the death of an employee's spouse (spouse to include same sex partner), parent, child or stepchild, an employee shall be granted leave without loss of pay up to a maximum of five (5) consecutive calendar days. One of the days of leave shall include the day of the funeral or equivalent service. Additional days off without pay may be granted by the Employer.
- b) When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay. One of the days of leave shall include or be contiguous to the day of the funeral or equivalent service.
- c) Immediate family shall be defined as father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, grandmother, grandfather, grandchild.
- d) An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial services (or equivalent) for their aunt, uncle, niece and nephew.
- e) Where it is necessary, because of distance, the employee may apply for additional leave without pay. Permission for such leave shall not be unreasonably withheld.
- f) An employee will not be eligible to receive bereavement payment for any period in which they are receiving payment in the form of sick benefits, workers' compensation or long term disability. When a death occurs while an employee is on vacation, additional vacation days may be granted to compensate for those days paid used as bereavement leave.
- g) An employee will be granted flexibility to distribute their bereavement leave entitlement over two occasions in order to accommodate religious or cultural beliefs or delayed interment or equivalent service.

17.09 **Effect of Absence**

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following shall apply:

- a) The Employer shall pay its share of the Group Insurance Benefits for eligible employees for the calendar month in which the leave commences and in the month immediately following.
- b) If the leave of absence exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the employee, with the exception of LTD, provided that they pay the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence to a maximum period of eighteen (18) months, except as modified by (a), subject to approval of the benefit carrier.

- c) Benefits will accrue from the date of return to employment following such leave of absence.
- d) The employee's anniversary date for salary increases shall be adjusted by the period of time in excess of the thirty (30) continuous calendar days, and the new anniversary date shall prevail thereafter.
- e) Seniority, service, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate, but will remain fixed at the amount held at the commencement of the leave.
- f) Notwithstanding the above, the Employer shall continue to pay its share of the premium for the Group Insurance Benefit plans for employees who are on paid leave of absence, paid Sick Leave, or WSIB, and will continue to pay its share of the premium for the Group Insurance Benefit plans in accordance with the Employment Standards Act.

It is understood that the obligation of the Employer to pay its share of the Group Insurance Benefits while an employee is on WSIB shall continue only so long as the employment relationship continues or twenty-four (24) months, whichever occurs first unless prohibited by legislation.

- g) It is understood that an employee who chooses to continue Group Insurance Benefits under (a), (b) or (f) above shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.
- h) In cases of absences for pregnancy and parental leave under the Employment Standards Act, seniority and service shall accrue for the duration of the leave and the Employer will maintain its share of the insured benefit premiums provided the employee issues a cheque to the Employer covering their portion of the premiums each month in advance.

17.10 Family Medical Leave

A request for Family Medical Leave will be granted in accordance with the ESA for up to twenty eight (28) weeks within a fifty two (52) week period. An employee who is on Family Medical Leave shall continue to accumulate seniority and service and both the Employer and employee will continue to pay their respective shares of the benefit and pension premiums in which the employee is participating during the leave.

The employee shall be reinstated to their former position.

17.11 Military Leave

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

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

17.12 Pre-Paid Leave

Effective the date of ratification, the Employer agrees to introduce a pre-paid leave program funded solely by the employee to the following terms and conditions:

- a) available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Manager/Supervisor at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- c) No more than one (1) employee may be absent at any one time. The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve-month (12) period as may be agreed upon by the employee, the Union and the Employer.
- d) The Manager/Supervisor will review written applications and will be given priority on the basis of leaves for formal studies related to the profession. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave in accordance with the payroll payment schedule.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.

- i) An employee may withdraw from the Plan any time during the deferral portion provided three (3) months' notice is given to Manager/Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the LHIN plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- k) The LHIN will endeavour to find a temporary replacement for the employee as far in advance as practicable. If a temporary replacement is not found, the LHIN shall authorize contracted service to facilitate the leave. If a suitable replacement is not found, the Employer may postpone the leave and as much notice as reasonably possible will be given to the employee. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to their within a reasonable period of time.
- l) The employee will be reinstated to their former position and job duties unless the position has been discontinued, in which case they shall be given a comparable job. If subject to layoff while on the pre-paid leave then the employee shall be entitled to all rights and privileges under Articles 13 and 14 Layoff and Recall of the Collective Agreement.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the employee's pay. Such agreement will include:
 - (i) a statement that the employee is entering the pre-paid leave program in accordance with Article 17.12 of the Collective Agreement.
 - (ii) the period of salary deferral and the period for which the leave is requested.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written Agreement.

17.13 Family Care Leave

- a) Employees will be granted up to thirty-five (35) hours leave in each calendar year for the purpose of providing or arranging for unexpected care for the employee's spouse, dependent or parent(s), or to accompany them to obtain unexpected medical care.
- b) Fifty percent (50%) of the leave granted under this clause (up to 17.5 hours) shall be provided by the Employer as paid leave. The remaining fifty percent (50%) (up to 17.5 hours) will be contributed by the employee from the employee's accrued sick leave entitlements (if any). If the employee has no

accrued leave entitlement the employee will take their portion of the leave as unpaid leave.

- c) In each case where leave is granted, fifty percent (50%) of the leave will be paid for by the Employer (to a maximum of 17.5 hours) and fifty percent (50%) by the employee, as per the preceding paragraph.
- d) Care leave will include all purposes under Section 50(1) paragraph 2 & 3 of the Employment Standards Act, 2000. Employees accrue seniority and service while on such leave.
- e) To clarify, this article, and other clauses in the current agreement that provide for paid or unpaid leaves for purposes under the new ESA provisions, will be deemed to offset the requirement for the Employer to provide for ten days (10) of unpaid leave to the extent that the Care Leave clause, and other leave clauses are accessed during the course of a year.

ARTICLE 18 – VACATION

18.01 The vacation year is January 1st to December 31st.

- a) All vacation time including unpaid vacation time for regular part-time employees must be taken by December 31st of each year unless a carry-over of unused vacation is authorized by the Employer.
- b) Employees may carry-over up to a maximum of thirty-five (35) hours vacation entitlement to the next vacation year with the prior written approval of the Employer. Any days carried forward must be used by March 31st of the next vacation year. Requests for carry-over must be submitted in writing by October 1st, indicating when those days will be taken in the period January 1st to March 31st.
- c) After October 1st, employees who have vacation days remaining that are not approved to carry forward and/or do not have an approved plan to use any remaining days by December 31st, will have those vacation days, to be taken by December 31st, assigned by their manager.
- d) Employees hired between October 1st and December 1st of the current year will have their earned vacation balance as of December 31st carried over to the next vacation year.

18.02 Vacation Entitlement – Full-time Employees

- a) Employees who have completed less than one (1) year of full time continuous service shall be entitled to a vacation on the basis of 1 day (up to a maximum of ten days) for each completed month of service with pay in the amount of six percent (6%) of gross earnings.

- b) Employees who have completed one (1) or more years of full-time continuous service shall be entitled to an annual vacation of four (4) weeks at their current rate.
- c) Employees who have completed fourteen (14) or more years of full-time continuous service shall be entitled to an annual vacation of five (5) weeks at their current rate.
- d) Employees who have completed twenty-three (23) years or more of full-time continuous service shall be entitled to an annual vacation of six (6) weeks at their current rate.
- e) Employees who have completed thirty (30) years or more of full-time continuous service shall be entitled to an annual vacation of seven (7) weeks at their current rate.

If an employee who is regularly scheduled seventy (70) hours on a bi-weekly basis, but receives pay for less than one thousand and five hundred (1500) hours in the vacation year, they shall receive vacation pay as a percentage of gross earnings in accordance with Article 18.03 below.

18.03 Vacation Entitlement – Part-time Employees

All employees who are regularly scheduled less than seventy (70) hours on a bi-weekly basis shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement for employees who are scheduled seventy (70) hours on a bi-weekly basis on the following basis:

- 3 week entitlement – 6%
- 4 week entitlement – 8%
- 5 week entitlement – 10%
- 6 week entitlement – 12%
- 7 week entitlement – 14%

Part-time employees will receive the applicable vacation pay on their regular payday, and will be allotted unpaid time off on a prorated basis in relation to a full-time equivalent. For example, an employee who would be entitled to 4 weeks (20 days) of full-time vacation but works 0.8 of a full-time equivalent will receive 16 days.

18.04 Casual Entitlement

Vacation pay for casual employees will be paid on their regular paydays and is based on six percent (6%) of the employee's earning in the previous two (2) weeks.

18.05 Vacation Requests

Vacations shall be taken at a mutually agreeable time to the employee and immediate supervisor or their designate subject to the following conditions:

- a) Summer prime time will be defined as beginning the first Saturday of June and

ending with Labour Day Monday. Employee requests for vacation time during summer prime time must be submitted by February 1st of each year and reply shall be given by February 15th.

b) Employee requests for vacation time at Christmas /New Year's must be submitted by September 1st of each year and a reply shall be given by September 15th.

Christmas -New Year's prime time period.

- i. December 18, 2021 through to January 2, 2022
- ii. December 24, 2022 through to January 8, 2023
- iii. TBD

c). Requests for vacation during the school "March Break" must be received prior to December 1st of each year and shall be communicated by December 15th of each year and to those employees who have requested such leave.

March Break period:

- i. March 12 - 20, 2022
- ii. March 2023 - TBD

d) Employee requests for vacation other than as provided above shall be considered on a first come first served basis.

e) The principle of seniority shall govern in cases of conflict.

Notwithstanding the above, it is agreed and understood that during Prime Time as set out in 18.05 (a) and (c) above, that a request for a weeks' vacation "trumps" a request for singular days.

18.06 Vacation Interruption

- a) Where an employee's scheduled vacation is interrupted due to serious illness or disablement which commenced prior to and continues into the scheduled vacation period, the period of such illness and disablement shall be considered sick leave.
- b) Where an employee's scheduled vacation is interrupted due to illness requiring the employee to be in the hospital, the period of such hospitalization and post hospitalization shall be considered sick leave.
- c) Eligibility under (a) and (b) of this Article is conditional upon prompt notification of illness by the employee to her immediate supervisor or designate and submission of a physician certificate.

ARTICLE 19 – FLEX TIME

Occasional Flex Time Agreement

- a) Occasional request for flexing time must be emailed reasonably in advance to the manager. The approval of such request shall be at the sole discretion of the manager **or designate**, such discretion shall not be unreasonably withheld. If approved, the manager shall notify the Employee in writing **via email**, copying the scheduler.
- b) Requests and approvals for the use of flex time due to inclement weather shall be in accordance with NSM LHIN Inclement Weather policy and subject to the conditions outlined in (c)
- c) Occasional Flex Time Arrangements may involve the accumulation and taking of hours in a variety of ways. The following parameters must apply :
 - (i) The Employee shall not take less than one-half hour of meal break period
 - (ii) The Employee shall not skip a paid break period
 - (iii) Accumulation and taking of flex time cannot exceed **two and a half (2.5) hours** in duration
 - (iv) The flex time shall be accumulated and taken in the same pay period.

ARTICLE 20 – PAID HOLIDAYS

20.01 The following days will be observed as paid holidays;

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

In addition to the ten holidays listed above, full-time and part-time employees who have completed probation (excluding casuals) will receive two (2) float holidays to be used at a mutually agreeable time between the employee and the supervisor.

Employees who complete the probationary period after July 1st but before November 1st will receive only one float day in that calendar year.

Employees who complete the probationary period after November 1st will not receive any float holidays in that calendar year.

20.02 Qualifications and Payment for Holidays

Employees will qualify and be paid for the holidays listed in 19.01 in accordance with the qualifiers payment mechanism in the Employment Standards Act.

20.03 Work on a Holiday

An employee required to work on any of the designated holidays in 19.01 will receive compensation at the rate of one and one-half (1½) times their regular rate of pay for the actual hours worked. If an employee does not work a full seven (7) hour shift on a holiday, they will be paid at the above rate for a minimum of three (3) hours or the hours worked, whichever is greater.

In addition, an eligible full-time employee will earn a lieu day off with pay of seven (7) hours. The lieu day shall be taken at a mutually agreeable time within the subsequent 12 weeks. When the lieu day is taken off, it is recorded as such on the schedule. Notwithstanding the above, where a statutory holiday falls near “prime time” and the lieu day cannot be scheduled within twelve (12) weeks, an extension will be granted to a mutually agreeable time.

Employees required to work past 7:00PM on December 24th in any given year, whenever possible, will not be scheduled to work past 7:00PM on December 24th the following year, subject to operational requirements.

20.04 Holiday during Sick Leave

If a designated holiday falls within a period of absence under the short-term-sick-leave, the employee will be entitled to statutory holiday pay rather than sick pay.

ARTICLE 21 - SICK LEAVE AND LONG-TERM DISABILITY

21.01 The Employer agrees to provide a Short-Term-Sick-Leave Plan for its employees against loss of income when an employee is absent from work due to personal illness or injury which is not compensable under the Workplace Health and Safety Insurance Act.

This provision applies to all full-time employees who have completed the probationary period.

It is the employee's responsibility to report for work in proper physical condition in order to perform their duties and to notify the Employer if they will not be attending work due to illness so that any work commitments may be provided for and a return to work date set.

All full-time employees will accrue sick leave credits at rate of one and one half (1.5) days per month to a maximum of one hundred and ten (110) days (770 hours).

While on short-term sick leave, a full-time employee will receive one hundred percent (100%) of their regular pay until their accumulated sick leave credits are exhausted. If the illness or injury continues, the employee will receive seventy-five percent (75%) of their regular pay for a total combined period not to exceed fifteen (15) weeks.

An absence is considered to be continuation of a previous incident if:

- a) It occurs within three (3) weeks of the previous incident and is due to the same cause; or
- b) It occurs within two (2) weeks of the previous incident and is due to an unrelated cause.

Employees will make every effort to schedule medical/dental appointments outside normal working hours or on days off. Where an employee has made reasonable efforts and cannot schedule such appointment outside normal working hours, they will be permitted to use sick leave, for medical appointments up to fourteen (14) hours per year. Such arrangements shall be pre-approved by the employee's Manager or designate.

While on sick leave, monthly sick credits will be adjusted as follows:

- 1-9 consecutive days of absence - full month's credit
- 10-19 consecutive days of absence - half of monthly credit
- 20 days or more - no credit

If a statutory holiday falls within a period of absence under the short-term-sick-leave, the employee will be entitled to holiday pay rather than sick pay.

A medical certificate may be requested for any absence. The employee may be requested to attend at an independent medical examination (IME) by a physician designated by the Employer. The cost of such IME will be paid by the Employer.

An employee must advise their Manager prior to returning to work and will work with Employer to plan a return to work.

- 21.02 The Employer will pay one hundred percent (100%) of the billed premium towards coverage of eligible employees under the Long-term Disability Plan.
- 21.03 In the event of an absence due to sickness the employee shall notify their immediate supervisor, or designate, no later than one (1) hour prior to the start of their scheduled shift, where possible.

ARTICLE 22 - HEALTH AND WELFARE BENEFITS

- 22.01 The Employer's sole obligation for health and welfare benefits shall be to pay its share of the billed premium costs for all participating eligible employees in the active employ of the Employer under the insurance plans set out below, subject to their

respective terms and conditions, including any enrolment requirements. It is understood that all insurance plans shall include same-sex coverage.

- 22.02 It is understood that the Employer may at any time substitute another carrier for any Insurance Plan, provided the package of benefits conferred thereby are not in the overall decreased.
- 22.03 The Employer shall provide each participating employee a booklet outlining the details of the benefits set out above. Upon request, the Employer will provide the union with a copy of a comprehensive description of the benefits provided to the employees.
- 22.04 The Employer will continue to provide a major medical plan, long-term disability plan, vision care plan, dental plan and life insurance benefits consistent with the existing plans.

The Employer will pay one hundred percent (100%) of the billed premiums for "Silver" coverage described in the Medical and Dental Benefit Options of the Greenshield Plan. Employees shall have the option to buy-up to "Gold" coverage or to select "Bronze" coverage plus a Health Spending Account in accordance with the Medical and Dental Benefit Options. Under "Silver" coverage, the reimbursement of prescription drug claims shall be ninety percent (90%) with employees paying ten percent (10%) of each claim. The reimbursement of the dental claims shall be ninety percent (90%) at the current ODA rate, with employees paying ten percent (10%) of each claim.

The hearing aide coverage is three hundred dollars (\$300.00) lifetime maximum.

The vision coverage is three hundred dollars (\$350.00) every twenty four (24) months.

Group Life Insurance

The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for group life insurance plan providing two (2) times annual salary up to age sixty-five (65) and then one (1) times annual salary from age sixty-five (65) to seventy (70).

Full-time employees who continue to be employed past age sixty-five (65) shall be eligible for the following benefits under the same cost sharing basis as other full-time employees, up to the age of seventy (70);

- Extended Health Care
- Dental

22.05 Pension

The Pension Plan is the Healthcare of Ontario Pension Plan (HOOPP). Enrolment, participation and the contributions by employees and the Employer will be in accordance with the terms and conditions of that Plan. A part-time employee may

be given the option of joining the Healthcare of Ontario Pension Plan (HOOPP) after the applicable requirements have been met.

22.06 Part-time In-Lieu

Part-time employees (excluding casuals) shall receive thirteen percent (13%) of their straight time hourly rate in lieu of all benefits paid to regular full time employees including pension, paid sick leave, paid vacation, paid holidays and employee health benefits. Employees participating in the Healthcare of Ontario Pension Plan (HOOPP) will have their percent in lieu of benefits reduced to nine percent (9%). It is understood this additional amount includes holiday pay but does not form part of the regular straight time hourly rate for purposes of calculating overtime premiums or any other monetary premium found in this agreement.

ARTICLE 23 - COMPENSATION

23.01 Wage rates are set out in Schedule "A" attached to and which forms a part of this agreement. Employees shall progress from one step to the next in the salary range upon completion of one year in the classification.

Part-time employees will accumulate service for purposes of progression on the salary grid on the basis of one year of service for each one thousand eight hundred and twenty (1820) hours worked.

23.02 When a new classification in the bargaining unit is established the Employer shall advise the Union of such new classification or significant change of duties and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Employer agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

23.03 Errors on Pay Statements

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be

reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

23.04 Kilometrage

If an employee is required to use their personal vehicle in the performance of their duties for the LHIN, the employer shall pay an allowance of \$0.50 per kilometer.

ARTICLE 24 – PANDEMIC PLANNING

In the event there are reasonable indications of the emergence of a pandemic, any employee working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

ARTICLE 25 – INFLUENZA VACCINE

The Parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable Provincial Legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine.
- (c) Employers recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any influenza outbreak in their workplace until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave they can use banked lieu time or vacation credits in order to keep their whole pay.
- (e) If an employee refuses to take the vaccine because it is medically contraindicated and where a medical certificate is provided to this effect they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to an employee free of charge.

(h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 26 – DURATION

26.01 This Agreement shall continue in effect until December 31st, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.

26.02 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

Dated at _____ this _____ day of _____, 2022.

FOR THE UNION

DocuSigned by:
Cathy Parsons
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Marcie Elliott
DocuSigned by:
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Andrea Prentice
DocuSigned by:
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FOR THE EMPLOYER

DocuSigned by:
02 June 2022 | 12:49 PM EDT
Jacquie Little
DocuSigned by:
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08 June 2022 | 4:14 PM EDT
Tahni Falther
DocuSigned by:
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07 June 2022 | 11:12 AM EDT
12 May 2022 | 3:10 PM EDT
27 May 2022 | 4:25 PM EDT

Schedule “A”

Wages

Year 1 - January 1, 2021 (1%)

Position Title	Min	1	2	3	4
Team Assistant	23.74	24.67	25.69	26.68	27.69
Receptionist	23.74	24.67	25.69	26.68	27.69
Student	15.19				

Year 2 - January 1, 2022 (1%)

Position Title	Min	1	2	3	4
Team Assistant	23.98	24.92	25.95	26.95	27.97
Receptionist	23.98	24.92	25.95	26.95	27.97
Student	15.34				

Year 3 - January 1, 2023 (1%)

Position Title	Min	1	2	3	4
Team Assistant	24.22	25.17	26.21	27.22	28.25
Receptionist	24.22	25.17	26.21	27.22	28.25
Student	15.49				

Letter of Understanding #1

RE: Part-time Employees with Pro-rated Benefits

Notwithstanding the collective agreement language, the Employer agrees to continue with current part-time pro-rata benefit and vacation coverage for Debra Shelley.

Agreed to at _____ on the _____ day of _____, 2022.

FOR THE UNION

DocuSigned by:

Cathy Parsons

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Marcie Elliott

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Andrea Prentice

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FOR THE EMPLOYER

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Jacque Little

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Karen Taillefer

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08 June 2022

07 June 2022

09 June 2022

12 May 2022 | 3:10 PM EDT

27 May 2022 | 4:25 PM EDT

Letter of Understanding #2

RE: Home Offices

The Employer agrees that during the life of this collective agreement (January 1, 2021 to December 31, 2023) the Employer will not require employees who are currently working from home (named below) to permanently return to an office location, unless there are legislative, employee performance, or operational requirements that require the change. Employees who voluntarily choose to accept posted positions shall not be provided with the above commitment. The named employees below agree to ensure that all health and Safety, security and privacy requirements are met and adhered to within their home offices.

Named employees currently working from home:

Christine Jardine
Jan Johnson
Stacey Brookes
Susan Craig
Rebecca Schnare
Ute Howell
Marcie Horner
Cathy Parsons
Kathi Gooch
Marie-Jeanne Marchand
Janice McConkey
Gayle Bellemare

Agreed to at _____ on the _____ day of _____, 2022.

FOR THE UNION

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Cathy Parsons

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Marcie Elliott

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Andrea Prentice

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08 June 2022 |

07 June 2022 |

09 June 2022 |

FOR THE EMPLOYER

DocuSigned by:

Jacquie Little

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Karen Taillefer

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27 May 2022 | 4:25 PM EDT

Letter of Understanding #3

RE: Workload Concerns and Remedy Process

The parties agree, on a trial basis, during the life of this agreement, to participate in a joint process as set out below. It is agreed by the parties that this matter is not grievable; however, it does not replace the employee's/Unions right to file a complaint under the *Occupational Health and Safety Act* and/or respective regulatory bodies should they choose.

Process

Concerns related to workload issues which have a direct impact on patient care and safety should be discussed with the employee(s) Manager/Supervisor. The employee(s) and the Manager/Supervisor agree to discuss and work towards a mutual resolution.

If the matter remains unresolved, it will be referred to the next LHIN Employer/Employee Relations Committee as a formal agenda item. Both parties will agree to be proactive in finding solutions to resolve the issues.

Agreed to at _____ on the _____ day of _____, 2022.

FOR THE UNION

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Cathy Parsons

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Marcie Elliott

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Andrea Prentice

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FOR THE EMPLOYER

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Jacque Little

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Jacque Little

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Karen Taillefer

27 May 2022 | 4:25 PM EDT

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08 June 2022 | 4:14 PM EDT

07 June 2022 | 11:12 AM EDT

09 June 2022 | 1:42 PM EDT

Letter of Understanding #4

RE: Notice of Layoff to Union

The parties agree that where the Employer determines that they must pursue long term and/or permanent layoffs, the Employer will give serious consideration to providing early retirement and voluntary exit options to minimize the impact of the layoffs.

Agreed to at _____ on the _____ day of _____, 2022.

FOR THE UNION

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Cathy Parsons

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Marcie Elliott

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Andrea Prentice

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FOR THE EMPLOYER

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Jacquie Little

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Karen Tallefer

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27 May 2022 | 4:25 PM EDT

Letter of Understanding #5

RE: Wage Re-Opener on Monetary Proposals

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. Further, the parties agree to invite Gerry Lee, Mediator to assist the parties. Year 1 – 1% GWI All employees, retroactivity Year 2 – 1% GWI All employees, retroactivity if applicable Year 3 – 1% GWI All employees Retroactivity within 60 days after ratification. **Other Monetary Adjustments as follows;**

Effective January 1, 2021 increase weekend premium by 12¢/hour.

Effective January 1, 2021 increase shift premium by 12¢/hour.

Effective January 1, 2022 – increase vision by \$30/24 months

Effective January 1, 2023 increase weekend premium by 12¢/hour.

Effective January 1, 2023 increase shift premium by 12¢/hour.

Agreed to at _____ on the _____ day of _____, 2022.

FOR THE UNION

DocuSigned by:

Cathy Parsons

DocuSigned by:

Marie Elliott

DocuSigned by:

Andrea Prentice

DocuSigned by:



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FOR THE EMPLOYER

DocuSigned by:

Jacquie Little

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Karen Falleifer

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07 June 2022

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12 May 2022 | 3:10 PM EDT

27 May 2022 | 4:25 PM EDT

Letter of Understanding #6

RE: Disclosure Directive(s)

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

Agreed to at _____ on the _____ day of _____, 2022.

FOR THE UNION

DocuSigned by:

Cathy Parsons

DocuSigned by:

Marie Elliott

DocuSigned by:

Andrea Prentice

DocuSigned by:


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FOR THE EMPLOYER

DocuSigned by:

Jacquie Little

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Karen Pallefer

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12 May 2022 | 3:10 PM EDT

27 May 2022 | 4:25 PM EDT

Letter of Understanding #7

RE: Pandemic and Emergency Order Related

Should the provincial or federal government declare a pandemic or issue an emergency order the parties agree to immediately schedule a meeting of the Joint Health and Safety Committee within (3) three days of the declared emergency. The JHSC shall review the applicable policies, procedures, or plans related to the pandemic or emergency order.

Agreed to at _____ on the _____ day of _____, 2022.

FOR THE UNION

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Cathy Parsons

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Marcie Elliott

DocuSigned by:
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Andrea Prentice

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FOR THE EMPLOYER

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Jacquie Little

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Taylor Fallefer

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