

COLLECTIVE AGREEMENT

between

**HOME AND COMMUNITY CARE
SUPPORT SERVICES**
(hereinafter the “Employer”)

and



unifor

theUnion | lesyndicat

(hereinafter referred to as the “Union”)

TERM: APRIL 1, 2022 – MARCH 31, 2025

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PREAMBLE – INDIGENOUS TERRITORY LAND ACKNOWLEDGEMENT

The parties acknowledge that we are on the traditional lands and territory of the Anishinaabe Nation.

From time immemorial, this region was a special gathering place for Anishinabek from all directions who gathered for ceremony, trade and kinship.

The parties acknowledge that Indigenous peoples are the experts of their own realities and histories. We cannot assume we know about another's experiences and how that frames their knowing, engagement with health care providers, and healing methods. These facts have been recognized in the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).

ARTICLE 1 GENERAL PURPOSE

- 1.01 The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and the Union covered by this Collective Agreement, and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. It is recognized that the parties wish to work co-operatively to provide the best possible community health services to its **patients** and the public.
- 1.02 The Employer and the Union agree that in interpreting this Collective Agreement, they will comply with the provisions of the *Ontario Human Rights Code*, the *Employment Standards Act* and the *Ontario Labour Relations Act*.
- 1.03 Confidentiality: The Employee shall guard the confidentiality of **patient** and corporate information. The Employee shall be required to sign a "Pledge of Confidentiality".

ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for all office and clerical employees of the North West Local Health Integration Network (NW LHIN), save and except Supervisors, persons above the rank of Supervisors, Managerial Confidential Secretary, the Administrative Assistant to the Chief Executive Officer, students in co-op training and job placement programs and/or employed during the summer and vacation period(s).

ARTICLE 3 UNION SECURITY AND DUES DEDUCTION

- 3.01 Union Security & Dues Deduction: As a condition of employment, all new employees hired after the signing of this agreement and for the duration of this agreement, shall become members of the Union. They shall remain members as long as they are employed by the Employer.

Notwithstanding anything contained in this article, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.

- 3.02 (a) It will be a condition of employment that each Employee covered by this agreement sign and deliver to the Employer an authorization form for the deduction of the regular monthly Union dues or their equivalent.
- (b) It will be a condition of employment for all employees covered by this agreement that amounts equivalent to regular Union dues, as established by the Union from time to time, will be deducted from their earnings and remitted to the Union. Such deductions will commence with the first deduction date following date of employment. No deductions shall be made in any month in which an employee does not receive any pay from the Employer.

3.03 Remittance of Deductions:

The Employer shall remit to the Secretary-Treasurer of the Union once each month the Union dues or the equivalent thereof so deducted.

The amount so deducted shall be remitted to the Secretary-Treasurer of the Union by the 15th of the following month in which such dues are deducted.

- 3.04 The Employer will, at the same time of forwarding each remittance, provide the Union with a statement showing each employee's name, payroll number, hourly rate, amount of dues deducted and if dues have not been deducted, the reason why.
- 3.05 The Union will indemnify and save harmless the Employer from any claims and disputes by reason of its acting hereunder.
- 3.06 The Employer shall provide to each Employee, on their T4 slip, the total of dues deducted for income tax purposes.

3.07 Employee Seniority List:

Seniority lists will be posted on January 15th (to include up to December 31st) and September 15th (to include up to August 31st) of each year and two copies will be furnished to the Union. Upon posting of the seniority lists, the employees will have thirty (30) calendar days to make written objections to the accuracy of the lists, failing which the seniority lists will be deemed to be accurate and may not be the subject of complaint or grievance.

3.08 Bulletin Boards:

- (a) The Employer shall provide a Union Bulletin Board in a suitable location.
- (b) The Union shall have the right to post notices of meetings and such notices as may be of interest to the employees on such bulletin board provided that all such notices are submitted to **the Director, Human Resources** or designate for approval before posting. All outdated notices shall be removed by the Union forthwith.

3.09 Union Activities:

The Union agrees that neither it nor its officers, agents, representatives, or members will engage in union activities on Employer time or on Employer property except as authorized by this Collective Agreement.

3.10 New Employee Interview:

- (a) It is agreed that the Unit Chair shall be given an opportunity for interviewing each new Employee prior to the completion of her probationary period. Such interviews will not exceed 15 minutes.
- (b) The cost of printing the Collective Agreement will be shared equally by the Union and the Employer.

3.11 The Employer shall advise the Union monthly of the names, addresses, and telephone numbers of all new employees.

ARTICLE 4 NO DISCRIMINATION

4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, coercion or intimidation exercised or practiced upon any Employee because of membership or non-membership in the "Union" (which is hereby recognized as a voluntary act on the part of the individuals concerned); nor on any other grounds prohibited by the *Ontario Human Rights Code* as amended from time to time.

ARTICLE 5 DEFINITIONS

5.01 Definitions:

- (a) "Employee" shall include only such persons coming within the scope of the bargaining unit as referred to in Article 2.
- (b) (i) Full-time Employee: An employee whom there is a regular schedule of work providing seventy-five (75) hours bi-weekly.
- (ii) Part-time Employee: An employee whom there is a regular schedule of work providing less than seventy-five (75) hours bi-weekly.

A part-time employee shall not be entitled to fringe benefits (which term includes but is not limited to insured benefits, statutory holiday pay, sick leave, and pension).

The Employer shall pay a part-time employee an amount equal to twelve percent (12%) of her regular straight time hourly rate of pay for all straight time hours paid. In the case of a part-time employee who is enrolled in the HOOPP pension plan, the amount of pay in-lieu of benefits shall be reduced to nine percent (9%).

- (c) "Temporary Employee": An employee who is hired for a specified term, not to exceed fourteen (14) months (or twenty (20) months for pregnancy/parental leaves) to replace an employee on leave or to perform a special non-recurring task. This term may be extended for a further period upon mutual agreement of the Union, Employee and Employer. The period of employment of such persons

will not unreasonably exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

The Employer will outline to the Employee selected to fill the **temporary** position and to the Union Steward, the circumstances relating to such employment.

A **temporary** employee shall be covered by the terms of the Collective Agreement except as limited hereunder:

- i) A **temporary** employee shall not be entitled to fringe benefits (which term includes but is not limited to insured benefits, vacation pay, statutory holiday pay, sick leave and pension).
- ii) The Employer shall pay a **temporary** employee, in lieu of all fringe benefits, an amount equal to ten per cent (10%) of her regular, straight time hourly rate of pay for all straight time hours paid.
- iii) A **temporary** employee whose term exceeds fourteen (14) months (or twenty (20) months for pregnancy/parental leaves) and who is not assuming a bargaining unit position immediately following the completion of their **temporary** contract shall be entitled to notice of termination pursuant to the terms of the *Employment Standards Act* and shall receive vacation benefits as per Article 19 for the period of the **temporary** contract exceeding fourteen (14) months (or twenty (20) months for pregnancy/parental leaves) based on service accrual from their last date of hire. During such extended contract such **temporary** employees shall receive in lieu of all fringe benefits (outlined above) an amount equal to six percent (6%) of her regular straight time hourly rate of pay for all straight time hours paid.

At the conclusion of her term of **temporary** employment an employee **who is** reclassified as casual will retain any seniority earned to that date.

- iv) A full-time permanent employee filling a full-time **temporary** position shall retain their permanent status and shall receive full-time benefits per Article 23. A full-time permanent employee filling a part-time **temporary** position shall retain their permanent status and shall receive pay in lieu of benefits as a part-time employee pursuant to Article 23. A part-time permanent employee filling any **temporary** position shall retain their permanent status and shall continue to receive pay in lieu of benefits as a part-time employee.

When an employee is hired into a **temporary** position she shall not be considered for another **temporary** assignment if accepting such an assignment will require her to leave her current assignment before the end of the fixed term.

If a **temporary** position is ended early and the incumbent was a NW LHIN employee prior to moving to the **temporary** position, the Employer will endeavour to provide the employee with at least one (1) weeks' notice. Failure to provide one (1) weeks' notice will not result in any payment in lieu of that notice.

- v) A **temporary** employee shall be paid the base rate for the position occupied less one-dollar (\$1.00) per hour for the first three (3) months of her employment.

Posting for three (3) month **temporary** or three-month casual positions shall not be required pursuant to Article 12.04.

If it should be determined that the termination of a **temporary** employee is arbitrable, the standard to be utilized shall be the same as that for a probationary employee as per ARTICLE 10.01 (b).

- (d) "Casual Employees": An employee who works on an irregular or "as needed" basis for an indefinite period.

A casual employee shall be covered by the terms of the Collective Agreement except as limited hereunder:

- i) A casual employee shall not be entitled to fringe benefits (which term includes but is not limited to insured benefits, vacation pay, statutory holiday pay, sick leave and pension).
- ii) The Employer shall pay a casual employee, in lieu of all fringe benefits, an amount equal to ten percent (10%) of her regular, straight time hourly rate of pay for all straight time hours paid.
- iii) **Casual employee will be paid as per wage grid of the position they are filling in for.**
- iv) A casual employee who accumulates 8,625 hours seniority will receive an additional two percent (2%) in lieu of benefits.
- v) A casual employee must be available to work at least six (6) days per month. Failure to work six (6) days per month when requested to do so will result in termination of employment and loss of seniority.
- vi) If a casual employee is not scheduled to work any shifts in three (3) calendar months she will lose all seniority and be terminated from staff.

- (e) Position: Is the job title.
- (f) Classification: Is the nature of the employment; full-time or part-time.
- (g) "Steward" shall mean an Employee who has completed their probationary period, selected by the Union or elected by members of the bargaining unit.
- (h) "Representative" shall mean a staff member of Unifor.
- (i) "The Union" shall mean Unifor.
- (j) "The Employer" shall mean the North West Local Health Integration Network.

(k) "Chief Executive Officer" shall mean the Chief Executive Officer of the North West Local Health Integration Network or designate.

5.02 Gender: For the purpose of interpretation of this Agreement, the feminine **pronoun** shall mean and include the masculine and **non-binary pronouns** and similarly, the singular shall include the plural and vice versa as applicable.

5.03 In the case of **temporary** and casual employees who are enrolled in the HOOPP pension, the amount of pay in lieu of benefits shall be reduced to seven percent (7%).

ARTICLE 6 MANAGEMENT RIGHTS

6.01 The Employer retains all the rights of management save insofar as they are modified by this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the sole right of the Employer to:

(a) maintain order, discipline and efficiency, and to establish and from time to time alter rules and regulations to be observed by Employees;

(b) hire, assign, retire, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discipline or discharge Employees, in accordance with the terms of this agreement;

(c) plan, direct and coordinate its operations, determine the methods, job classifications and content, work assignments, schedules, procedures, programs, locations, equipment, areas in which the employees work, number of employees, and staff requirements;

(d) determine the extent of its operations, expansion, curtailment or discontinuance.

6.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement

6.03 All matters concerning the operation of the NW LHIN not dealt with herein shall be reserved to the Employer and be its sole responsibility.

ARTICLE 7 NO STRIKE/NO LOCKOUT

7.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this Collective Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, R.S.O. 1980, C. 228 as amended.

ARTICLE 8 STEWARDS AND UNION COMMITTEES

8.01 Union Stewards:

(a) The Union agrees that it will elect or appoint two members from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. The Employer agrees to recognize the individuals so elected or appointed.

The Union agrees that both stewards will be appointed or elected from its members at the NW LHIN's Main Office, unless the Unit Chairperson is elected from another site, in which case only one member will be elected from the Main Office.

The NW LHIN guarantees that one of the elected stewards will remain working at the Main Office site.

Should the Union at any time not elect or appoint two stewards as indicated above, the remaining steward may be assigned to work at any site.

In the event that one of the stewards is a part time employee an additional part time steward may be elected to assume the duties in her absence.

- (b) One of the two (2) recognized Union Stewards in Article 8.01 (a) may be appointed or elected Chairperson. The Chairperson may assist in the presentation of any grievance or with any steward function.
- (c) The Union shall keep the Employer notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) It is agreed the Union's Chairperson or designate has her regular duties and responsibilities to perform for the Employer and shall not leave her regular duties without first obtaining permission from her immediate supervisor to deal with Union business. Such permission will not be unreasonably withheld. The Chairperson or designate will report back to her immediate supervisor upon resuming her regular duties. The Union Chairperson or designate shall suffer no loss of earnings for time spent dealing with Union business during her regular scheduled working hours.
- (e) Official UNIFOR Union Steward lapel pins may be worn by Stewards that have been confirmed in writing to the Employer by the Union.

8.02 Negotiating Committee:

- (a) The Employer will recognize a negotiating committee which shall consist of two (2) employees or less, selected by the Union.
- (b) The Employer shall be notified of the names of employees selected for this committee. All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (c) The Employer agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the Employer up to but not including mediation.

8.03 Union/Management Committee:

The committee will meet bi-monthly providing there is business for their joint consideration, or at any time either party requests a meeting.

Two (2) union representatives, one of whom may be the Local President or National Representative, and two (2) Employer representatives will meet at a mutually satisfactory time and place. One week prior to the meeting the parties will exchange agenda items.

Employer representatives will make every effort to respond to issues raised at committee meetings within ten (10) working days.

- 8.04 Occupational Health & Safety Committee: Recognizing its responsibility under the applicable legislation, the Employer agrees to accept as members of its Health & Safety Committee two (2) representatives selected by the Union from amongst the employees.
- 8.05 Recognizing that a pandemic may affect all workplaces, the employer agrees to develop a Pandemic Plan in consultation with the Joint Health and Safety Committee (JHSC). The employer will review the plan annually with the JHSC or whenever circumstances require the plan to be revised. The JHSC meets at least as often as required by the legislation.
- 8.06 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.

ARTICLE 9 GRIEVANCE AND ARBITRATION

- 9.01 Definition: A grievance is defined as any difference arising between the Employer and an Employee or employees as to the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 9.02 The grievance shall identify the nature of the grievance, the Employee involved, the date on which the alleged grievance occurred, the remedy sought and should specify the provisions of the Collective Agreement which are alleged to have been violated.
- 9.03 (a) The Employee may request the assistance of the Union Steward to handle a specified complaint with the immediate Supervisor.
- (b) Where an Employee is called before a Supervisor, Department Head or Administration, for the purpose of discipline, she will be informed that she has the right to have a Union Steward present. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.
- Where the Employer deems it necessary to discipline, suspend or discharge an Employee, the Employer shall notify the Union of such discipline, suspension or discharge in writing, within three (3) days.
- (c) If an Employee feels that she has a grievance or complaint she shall discuss it with her immediate supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred. An earnest effort to settle the difference shall be made by the Employee and the Supervisor.

- (d) Failing settlement within five (5) days, it may then be taken up as a grievance within five (5) days following her immediate Supervisor's decision in the following manner and sequence:

STEP ONE

The Employee shall submit the grievance, in writing, and signed by her, to her immediate Supervisor. The Employee may be accompanied by a Union Chairperson. The immediate Supervisor will deliver her decision in writing within five (5) days following the day on which the written grievance was presented to her. Failing settlement, then:

STEP TWO

The grievance may be submitted by the Employee with the Union Chairperson within five (5) days thereafter to the Chief Executive Officer or designate who will call a meeting with the designated Union representatives who may be accompanied by a staff representative of the Union. This meeting will be held within five (5) days of the submission of the grievance at Step Two, unless extended by mutual agreement of the parties. The decision of the Employer shall be delivered in writing within ten (10) days following the date of such meeting.

If the grievance is not resolved it may be referred to arbitration pursuant to 9.04.

Either the Employer or the Union may require that the Employee or a member of the group of employees involved in the grievance being appealed shall be present at the Step Two meeting.

9.04 Arbitration:

- (a) Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within fifteen (15) days following receipt of the answer from the Chief Executive Officer or designate, notify the Employer in writing of its desire to submit the grievance to arbitration.
- (b) The Union and the Employer may agree upon a sole arbitrator to hear the matter and for this purpose will exchange nominations.
- (c) Failing agreement between the Union and the Employer within ten (10) days as to a sole arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Employer may inform the other in writing of its desire to submit the matter to arbitration by a three-person Board, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.
- (d) No person may act as an arbitrator who is a member of the Union or the Employer's Board of Directors or an employee of either the Union or the Employer.

- (e) The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.
- (f) If the grievance is not referred to arbitration within the said fifteen (15) day period, the grievance will be deemed to have been finally abandoned.

- 9.05 Time Limits: No grievance may be processed to arbitration unless it has been properly processed through the Grievance Procedure and within the time limits established by this Collective Agreement.

Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Collective Agreement.

If a grievance which has been introduced into the Grievance Procedure is not processed within any of the time limits set down by this Collective Agreement, this specific grievance will expire and may not be re-introduced as a new grievance. Failure of the Employer to meet its time limits shall permit the aggrieved Employee to take the grievance to the next succeeding Step, provided she presents the grievance at this next Step within five (5) days after the expiration of the said time limit.

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent in writing by the Chief Executive Officer or designate and the Union designate.

- 9.06 Authority of Arbitration Board: The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Collective Agreement, nor to give any decision inconsistent with it. The Board of Arbitration shall have the power only to settle grievances arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.
- 9.07 Compensation of Arbitration Board: The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairman or of a single arbitrator.
- 9.08 Place of Hearing: Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Union and the Employer.
- 9.09 Agreements During Grievance Procedure: All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the Employees.
- 9.10 Discharge Grievance: If an Employee who has completed her probationary period believes she has been unjustly discharged, such claim may be submitted by the Employee, who may be accompanied by a Union Steward, at Step 2 of the grievance procedure to the Employer within ten (10) days after she has been given notice of discharge.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Employer's action in discharging the Employee, or
- (b) reinstating the Employee with up to full seniority for time lost and up to full compensation for time lost,
- (c) any other arrangement which may be deemed just and equitable.

- 9.11 Union and Employer Grievance: A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated at Step 2 within fourteen (14) days following the circumstances giving rise to the grievance. Employer grievances will be submitted to the Union office and Union grievances will be submitted to the Chief Executive Officer or designate. The Employer and the Union shall have ten (10) days to try to resolve the grievance by discussion. Should the parties agree to extend the time limits for the resolution of a grievance under this Article, the party with whom the grievance was filed shall have five (5) working days from the holding of a meeting between the parties to deliver its written answer to the grieving party. If such grievance cannot be resolved by discussion, such grievance may be referred to arbitration pursuant to Article 9.04.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an Employee which she could have instituted herself and the regular grievance procedure shall not be thereby by-passed.

- 9.12 Group Grievance: Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each employee who is grieving, to the Chief Executive Officer or designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

ARTICLE 10 PROBATIONARY PERIOD & SENIORITY

- 10.01 (a) Each newly hired full-time Employee shall be on probation for six (6) calendar months of active continuous service. The probationary period for all other employees shall be 825 hours of active continuous service since the date of hire. During the probationary period, the Employee shall be entitled to all rights and benefits of this Collective Agreement except that she may only grieve a termination or disciplinary action on the basis of the standard set out below. A probationary Employee will have no seniority rights during their probationary period except for the purpose of job posting. Seniority shall be effective from date of hire.
- (b) The parties agree that probationary employees may be dismissed or terminated during the probationary period, in the sole opinion of the Employer, for such consideration as, but not limited to, unsatisfactory work performance, general attitude and suitability as an employee.
- (c) For clarity, active continuous service means worked time. Time off for sick, vacation or other absences is not counted toward the timing of probation.

- 10.02 Service for full-time employees shall be defined as length of continuous employment with the Employer since last date of hire. All other employee classifications shall be based on hours paid with the Employer since last date of hire.
- 10.03 Seniority for full-time employees shall be defined as length of continuous employment with the Employer in the bargaining unit since last date of hire. All other employee classifications shall be based on hours paid with the Employer in the bargaining unit since last date of hire.
- 10.04 Where two (2) or more employees commenced work on the same day, the greater seniority shall be given to the employee with the earliest day of application for employment.
- 10.05 (a) Seniority is bargaining unit wide except as noted in clauses 11.04 (b) and 11.05 (a). Seniority lists shall be in three sections: full-time, part-time and casual/**temporary**. The full-time seniority list will show employees by seniority date (date of hire), part-time employees by hours paid, and casual/**temporary** employees by hours paid.
- (b) Employees will be credited with the service and seniority they have accumulated since their last date of hire with their employer, subject to Article 10.01.
- (c) Seniority shall be maintained and accumulated under the following circumstances:
- (i) While actively at work.
 - (ii) During any period of absence on paid sick leave or the first twenty-four (24) months of absence due to compensable injury and during such months as are required under the *Workplace Safety and Insurance Act*.
 - (iii) During the first seventeen (17) weeks of maternity leave and sixty-one (61) weeks of parental leave according to the *Employment Standards Act*.
 - (iv) During any paid (by the Employer) leave, and for the first thirty (30) days of any unpaid leave.
- (d) Transfer of Seniority and Service: An Employee whose status is changed from full-time to part-time shall receive credit for her full service and seniority (1725 hours for each year worked). An Employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours paid and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.
- 10.06 Loss of Seniority: An Employee shall lose all seniority and shall be deemed terminated if:
- (a) Employee quits.
 - (b) Employee is discharged and the discharge is not reversed through the grievance and arbitration procedure.

- (c) Employee is 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 reasonable explanation.
- (d) Employee fails to return to work upon the expiration of the leave of absence or utilizes a leave of absence for the purpose other than that which it is granted.
- (e) Employee has been laid off for twenty-four (24) months.
- (f)
 - i) within five (5) calendar days after receiving a notice of recall, the Employee fails to signify her intention to return to work.
 - ii) the Employee fails to report to work within ten (10) calendar days after she has received notice of recall unless other arrangements have been made between the Employee and the Employer.

This clause will be interpreted consistent with the provisions of the *Ontario Human Rights Code*, 1981, as amended.

- 10.07 Accumulation of Seniority: During an unpaid leave of absence exceeding thirty (30) continuous calendar days, the Employee will no longer accumulate seniority, (anniversary date to be adjusted accordingly), nor will she continue to accumulate service for purposes of vacation entitlement, wage progression and sick leave benefits for that period of the absence exceeding thirty (30) continuous calendar days. In addition, the Employee will become responsible for full payment of any benefits that she is eligible to participate in during that portion of the leave of absence without pay which exceeds thirty (30) calendar days, except where extended by legislation.

Notwithstanding the foregoing, the Employer will continue to pay its share of applicable premiums provided the Employee pays her share for up to 12 months following an injury compensable under the WSIA.

- 10.08 Seniority but not service shall accumulate for the first twelve (12) months of any unpaid sick leave.

- 10.09 Transfer to Positions Outside of the Bargaining Unit: An Employee who is transferred to a position outside of the bargaining unit for a period of up to six (6) months shall retain but not accumulate seniority held at the time of the transfer. In the event the Employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. This term may be extended up to a further six (6) months on mutual agreement of the Union, Employee and Employer.

- 10.10 Unless excused by the Employer, every Employee shall endeavour to give at least four (4) weeks' notice of termination of employment exclusive of any accrued vacation.

ARTICLE 11 LAY-OFFS AND RECALLS

- 11.01 Where the Employer deems it necessary to reduce staff or reduce hours of work of staff for any reason, lay-off will be in reverse order of seniority, within the affected position

and classification provided that the employees who are entitled to remain on the basis of seniority are able to perform the available work.

Casual and **temporary** employees shall not receive notice of lay-off and do not have recall rights. Upon notification of lay-off to a permanent employee (full-time or part-time), casual and **temporary** employees will be notified by the Employer that they will not be offered further work effective the earliest date of lay-off of a permanent employee and for the duration of any such lay-off, unless there are no permanent employees available for existing work.

11.02 The Employer shall give each Employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than thirteen (13) weeks, notice in writing of her lay-off in accordance with the following schedule:

- Up to one year's service – 1 weeks' notice
- 1 year but less than 3 years' service – 2 weeks' notice
- 3 years but less than 4 years' service – 3 weeks' notice
- 4 years but less than 5 years' service – 4 weeks' notice
- 5 years but less than 6 years' service – 5 weeks' notice
- 6 years but less than 7 years' service – 6 weeks' notice
- 7 years but less than 8 years' service – 7 weeks' notice
- 8 years' service or more – 8 weeks' notice

Such notice will be handed to the Employee and a signed acknowledgement requested if the Employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An Employee on lay-off and recalled to a temporary position shall not be entitled to further notice of lay-off.

In the event of a proposed lay-off of more than thirteen (13) weeks' duration, the Employer will:

- (a) Provide the Union with two months' notice of such lay-off where practicable, and in any event not less than 30 calendar days' notice of lay-off.
- (b) Meet with the Union through the Union/Management Committee to review the following:
 - i) the reason causing the lay-off,
 - ii) the method of implementation including the areas of cut-back and employees to be laid off.

11.03 In all other cases of lay-off, the Employer shall give each Employee in the bargaining unit who has acquired seniority one (1) weeks' notice provided however, such notice shall not be required if the lay-off occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

11.04 An Employee who is subject to lay-off shall have the right to either:

- (a) Accept the lay-off; or

- (b) Displace an employee in her own classification who has lesser bargaining unit seniority and who is the least senior employee in the lower or identical paying position in the bargaining unit if the employee originally subject to the lay-off is qualified for and can perform the duties without training other than an appropriate familiarization period. In the event that the employee is displaced, pursuant to this Article, to another position carrying an equal or lower rate of pay, (i.e. one with a lower starting minimum rate of pay) she shall receive the rate closest to, but not higher than, her current rate of pay. A full-time employee shall exhaust her bumping opportunities prior to bumping into a part time position in accordance with the above.

In the case of lay-off, an Employee shall not be allowed to bump upward to a higher paid position (i.e. one with a higher starting rate of pay).

- 11.05 (a) An Employee laid off under 11.01 shall be recalled to a vacant position in order of seniority (full-time and part-time seniority is not merged for the purpose of recall) provided that the Employee is qualified to perform the available work without training other than an appropriate familiarization period.
 - (b) Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days.
 - (c) An Employee who has been offered such temporary employment shall not be required to accept such employment and may instead remain on lay-off. Recall procedures shall not apply to temporary vacancies.
 - (d) In the event a full time Employee is temporarily recalled to a full-time position prior to the last day of the month following her date of lay-off, her benefits will remain in place for the duration of that temporary recall, provided she has maintained her benefits up to the date of recall.
 - (e) A full-time employee who accepts a temporary recall shall be paid at her regular full-time rate of pay together with the percentage in lieu of benefits at the rate specified for part time employees and will, for all purposes under the Collective Agreement, be treated as a part time employee except for permanent recall.
 - (f) A full-time employee who accepts a temporary recall will accrue seniority but not service through the period of such employment in the manner prescribed for part time employees. Seniority and service will be credited by dividing any hours earned by the normal daily hours (7.5) to establish the number of days to be credited to the employee once she has returned to full time employment.
 - (g) A part time employee who accepts a temporary recall will accrue seniority but not service throughout the period of such employment.
- 11.06 An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.

- 11.07 All employees who are on lay-off will be given a job opportunity provided they are qualified to perform the work available without training other than an appropriate familiarization period before any new employee is hired.
- 11.08 It is the sole responsibility of the employee who is being recalled to notify the Employer of her intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after receiving such notification. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The Employee is solely responsible for her proper address being on record with the Employer.
- 11.09 Where the employee fails to notify the Employer of her intention to return to work in accordance with the provisions of Article 11.08, she shall lose all seniority and be deemed to have quit the employ of the Employer.
- 11.10 A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

ARTICLE 12 JOB POSTING

- 12.01 Where a permanent vacancy occurs in a classification within the bargaining unit which the Employer decides to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted by the Employer for a period of five (5) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period. The Employer may advertise positions outside of the organization while the internal job posting procedure is in progress; however, no outside applicants will be hired if there are qualified internal applicants. Internal postings shall state UNIFOR bargaining unit.
- 12.02 The postings referred to in Article 12.01 shall stipulate the position qualifications, classification, wage range, and a copy shall be provided to the Unit Chair.
- 12.03 Employees shall be selected for positions under Article 12.01 on the basis of their qualifications including performance, skill, ability, experience and education. Where these factors are relatively equal among the employees considered, seniority* shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be posted and the unsuccessful applicants will be notified. Where different classifications apply (full and part-time) seniority will be converted to hours for full-time employees based on 1950 hours for each year of employment.
- *Seniority shall apply as follows: Combined full time, part time and casual seniority shall be considered prior to temporary employees.**
- 12.04 Vacancies which are not expected to exceed three (3) months will not be posted and may be filled at the discretion of the Employer. In filling such vacancies consideration shall be

given to employees in the bargaining unit who have recorded their interest in writing, as per Clause 12.08, prior to considering persons not employed by the Employer, except in cases of lay-off where Article 11.05 applies. In considering such employees the criteria for selection in 12.03 shall apply.

An employee selected to fill a vacancy under this Article will be returned to her former position at the completion of this assignment.

- 12.05 The Employer shall have the right to fill a posted vacancy on a temporary basis to allow for posting and a completion of arrangements to permit the employee selected to fill the vacancy. No grievance may be filed concerning such temporary arrangements.
- 12.06 An existing employee who is the successful applicant in a job posting will be placed in the vacancy for a trial period not exceeding sixty (60) working days and if the employee proves satisfactory, then she shall be considered permanently assigned to the vacancy. An employee who cannot perform satisfactorily or who so requests, shall, upon the giving of twenty (20) working days' notice by either the employee or the Employer at any time within the trial period, be returned by the Employer to her former position. The Employee may be returned at a lesser time upon mutual agreement. The position left vacant may be filled on an interim basis until the Employee has successfully completed her trial period and is confirmed in her position or until the Employee is returned to her former position at former rate of pay, whichever first occurs.
- 12.07 An employee who has applied for and deemed the successful applicant in a job posting prior to the completion of the probationary period shall be subject to the following provisions:
- she shall complete a minimum of 412 hours probation in the new position;
 - the combined probationary period for the original and new positions shall be not less than 825 hours;
 - the combined probationary period for the original and new position (for a full-time employee) shall not exceed six (6) months.
- 12.08 A request for Transfer System will be established. An employee will be able to fill out an approved form in the manner prescribed, indicating her interest in working elsewhere in the NW LHIN. Expression of Interest Forms will be considered for all permanent and/or temporary positions or at any time the Employer is considering transfers. Managers will meet with those employees who have a current Expression of Interest on file for the applicable position(s). Expression of Interest Forms will be valid until December 31st of any year. These must be renewed yearly on or after January 1st of each year.

ARTICLE 13 WORK OF THE BARGAINING UNIT

Employees excluded from the bargaining unit shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of the employees in the bargaining unit.

For further clarification, when a bargaining unit member resigns, retires or is terminated, the work performed by that individual will remain work of the bargaining unit.

ARTICLE 14 OPERATIONAL CHANGES

- 14.01 Where the Employer has decided to introduce a change which will result in the displacement of an employee(s) within the bargaining unit, the Employer will undertake to meet with the Union to consider the minimizing of adverse effects (if any) upon the employee(s) concerned.
- 14.02 If, as a result of reorganization or introduction of change in the workplace, employees are displaced, the Employer in collaboration with the Union will investigate and utilize avenues of external funding for retraining.

ARTICLE 15 LEAVES OF ABSENCE

15.01 Bereavement Leave:

- (a) An employee who notifies the Employer as soon as possible following a death in the immediate family shall be granted up to four (4) consecutive working days off work, without loss of regular pay for her regularly scheduled hours, up to and including the day after the funeral or memorial service. "Immediate family" shall mean parent, step-parent, guardian, spouse, (including common-law spouse), child, step-child, mother-in-law, father-in-law, grandparent, grandparent of spouse, grandchild, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
- (b) If the funeral is more than 500 km from the employee's home an additional paid bereavement leave of two (2) days may be granted upon request for the purpose of attending the funeral.
- (c) When a death occurs of an employee's aunt, uncle, niece, or nephew the employee shall be granted one (1) day without loss of regular pay to attend the funeral or equivalent service.
- (d) Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement, in excess of one (1) day, over two (2) occasions, not exceeding the number of days bereavement leave indicated above, in order to accommodate attendance at a funeral or memorial service.

15.02 Education Leave:

- (a) If required by the Employer, an employee shall be granted a leave of absence with pay and without loss of seniority and benefits to write examinations.
- (b) The Employer will endeavour to post notice of training courses they receive that may be of interest to the employees. The posting of such notice does not imply that the Employer endorses, sponsors, or will in any way compensate any employee to attend.
- (c) Where employees are required by the Employer or legislation to take courses to upgrade or acquire new employment qualifications or maintain qualifications related to the job they currently perform the employee shall be reimbursed the cost of tuition upon successful completion of the required program. The Employer shall make all reasonable efforts to allow employees to attend required courses during regular working hours without loss of pay. If it is not possible to attend

during regular working hours the employee shall be given compensating time off with pay.

- (d) A leave of absence, without pay, to take further education related to the Employee's work with the Employer may be granted upon written application by the employee to the Employer. Only one (1) employee may be off at a time on this leave. The employee shall have completed one (1) year of continuous service and the leave shall be granted on the basis of seniority. The Employer shall return the employee to her former position at the end of the leave unless her position has been deleted in which case Article 11 will apply.

15.03 Jury and Witness Duty:

If an employee is required to serve as a juror in any Court of law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by Subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the employee's duties, the employee shall not lose regular pay because of such attendance provided that the Employee:

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

15.04 Pregnancy Leave:

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, unless otherwise amended.
- (b) The Employee shall endeavour to give written notification at least four (4) weeks but not less than two (2) weeks, prior to the commencement of her leave together with her expected date of return.
- (c) Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the seventeen (17) weeks of the pregnancy leave.
- (d) Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the entire period of the pregnancy leave.
- (e) During the seventeen (17) weeks of Pregnancy Leave, the Employer will continue to make employer contributions to HOOPP pension, life insurance, accident insurance, extended health and dental plans unless the Employee has advised the Employer, in writing, that she does not wish to continue to make the employee contributions to such plans.
- (f) The Employee shall endeavour to reconfirm her intention to return to work on the date originally provided to the Employer by written notification to be received by the Employer at least four (4) weeks but not less than two (2) weeks in advance

thereof. If an employee intends to return on a date earlier than the original date of return she must give at least four (4) weeks' notice.

- (g) The Employee shall be reinstated to her former position unless the position has been discontinued. If the position of the employee does not exist the Employer shall reinstate the employee to a comparable position subject to the following consideration for wages as stated in the *Employment Standards Act*.
- (h) The Employer shall pay a reinstated employee wages that are at least equal to the greater of:
 - (i) the wages the employee was most recently paid by the Employer; or
 - (ii) the wages that the employee would be earning had the employee worked throughout the leave.
- (i) An employee on leave as set out above, who is in receipt of Employment Insurance (EI) pregnancy leave benefits will be paid a supplemental employment benefit equivalent to the difference between seventy percent (70%) of her regular weekly earnings and her EI payment. Such payment will continue for a maximum of twelve (12) weeks while in receipt of pregnancy leave benefits. A part-time employee's regular weekly earnings will be calculated using the EI qualifying period.

15.05 Parental Leave:

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, unless otherwise amended.
- (b) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as her own.
- (c) The Employee shall endeavour to give written notification at least four (4) weeks, but not less than two (2) weeks prior to the commencement of her leave together with her expected date of return.
- (d) Credit for service for purposes of salary increment, vacation entitlement, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the sixty-one (61) weeks of the parental leave.
- (e) Credit for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue during the sixty-one (61) weeks of the parental leave.
- (f) During the sixty-one (61) weeks of Parental Leave the Employer will continue to make employer contributions to HOOPP pension, life insurance, accident insurance, extended health and dental plans unless the Employee has advised the Employer, in writing, that she does not wish to continue to make the employee contributions to such plans.

- (g) The Employee shall endeavour to reconfirm her intention to return to work on the date originally provided to the Employer by written notification at least four (4) weeks, but not less than two (2) weeks, in advance thereof. If an employee intends to return on a date earlier than the original date of return she must give at least four (4) weeks' notice.
- (h) The Employee shall be reinstated to her former position unless the position has been discontinued. If the position of the Employee does not exist the Employer shall reinstate the Employee to a comparable position subject to the following consideration for wages as stated in the *Employment Standards Act*.
- (i) The Employer shall pay a reinstated employee wages that are at least equal to the greater of:
 - (i) the wages the employee was most recently paid by the Employer; or
 - (ii) the wages that the employee would be earning had the employee worked throughout the leave.

15.06 Full-time Union Office:

Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee from the bargaining unit may be on such leave. Such leave, if granted, shall be for a period of up to one (1) year from the date of appointment unless extended for a further specific period (by agreement of the parties) of not more than six (6) months. Seniority shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

15.07 Union Leave:

- (a) The Employer shall grant leave of absence without pay to a maximum of twenty-five (25) days per calendar year, 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's service. This provision requires that no more than three (3) employees may be absent from work at the same times pursuant to this article.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least ten (10) days clear notice in writing to the Employer.
- (c) The Employer will pay the regular salary to the Employee and bill the Union for the time. Time spent on approved Union leave during regularly scheduled hours will be coded as Union leave and paid out by the Employer and the Union will be billed for all such time paid.

15.08 Personal Leave:

- (a) The Chief Executive Officer or designate may grant a request for leave of absence for personal reasons without pay provided she receives reasonable notice, in writing, unless impossible to do so. If such leave is approved, the

employee will be granted the leave without first having to use any scheduled vacation days. Employees, when applying for a leave, shall indicate the proposed date of departure, the reason for the leave, and the date of return. Such requests will not be unreasonably denied; however, personal leaves will not normally be granted to extend vacation periods.

Requests for unpaid leaves of short duration should be directed to an employee's immediate supervisor. Leaves of less than two (2) hours will not normally be granted.

- (b) With the consent of her immediate supervisor an employee will be allowed to flex her hours to make up for personal leaves. Any such time must be made up in no less than one-half ($\frac{1}{2}$) hour blocks of time. Such flex time will be approved only when the employee and her supervisor agree to a mutually acceptable schedule to make up the hours to be flexed. All flexed time must be made up within ten (10) working days from the time it is taken. No flex time may be accumulated in advance.
- (c) An employee who is granted a personal leave will be returned to her former position upon returning to work unless her position has been declared redundant. In that event, she will be allowed to exercise her seniority under the lay-off and recall provisions of this Agreement.

15.09 (a) Compassionate Leave:

The Employer may grant up to three (3) days with pay in the event of serious illness of parent, spouse, child, brother, sister, parent-in-law, grandparent or grandchild. Requests for leave of absence shall be made in writing if possible and approved by the Employer within twenty-four (24) hours of the request. Payment will be made only once per year for each relation listed above.

(b) Care Leave:

Regular full and part time employees who have completed their probationary period will be granted up to fifteen (15) hours of leave with pay in each calendar year for the purpose of providing or arranging for unexpected care for her spouse, children or parents, or to accompany them to obtain emergency medical care. Vacation time used under this clause must be taken in at least half-day blocks.

For each hour of leave accessed under this provision, the Employee will liquidate an equal amount of her accrued vacation and/or overtime or time without pay.

The parties agree that in order to qualify as "unexpected", an event has to be unforeseen. The parties further agree that pre-booked or pre-planned appointments are not considered unexpected or emergent.

Emergency means an unforeseen combination of circumstances that call for immediate action.

The above does not apply to casual and temporary employees, unless the temporary employee was already employed as a regular full or part timer prior to accepting the temporary job.

15.10 Sick Leave:

- (a) Sick leave means a period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering her unable to perform her regular duties as an employee and not compensable under the *Workplace Safety and Insurance Act*.
- (b) Sick leave will be granted on the following basis:

The Employee shall accumulate sick time credits at the rate of one and one-half (1 ½) days per month of employment to a maximum of one-hundred and twenty (120) days.
- (c) An employee may be required to submit a physician's certificate with respect to any period of time she may be absent from her duties on sick leave. If a physician's certificate is required by the Employer, the Employer shall pay any fee for such certificate which is not payable by any Health Insurance Plan.
- (d) Sick leave benefits will cease on termination of employment or upon retirement or death.
- (e) An Employee will not be entitled to sick pay:
 - i) when absent on pregnancy/parental leave;
 - ii) during a period of lay-off or leave of absence without pay;
 - iii) during a vacation period, subject to 19.05;
 - iv) for any day on which she is not scheduled to work;
 - v) in respect of any period for which she is in receipt of WSIB benefits.
- (f) An employee must make every effort to notify her Supervisor promptly and in advance of her scheduled work day of her inability to report for work due to sickness so that service can be maintained. Supervisors will advise their staff of the appropriate reporting procedures to be followed.
- (g) Employees can use sick time for documented medical procedures **and can be used for documented specialist appointments.**

15.11 Workers' Compensation:

- (a) When an employee is off work due to a compensable injury or disease the employee shall be entitled to draw from sick leave credits until she is issued her first benefit payment from WSIB. Once the employee receives payment from WSIB for the period that the Employer has continued to pay the employee, the

employee shall reimburse the Employer the full amount of payments received during that period from the Employer.

- (b) The Employer and the Union agree to work together to identify alternate work for employees who need accommodation when returning to work from WSIB. If necessary, a committee comprised of equal participants from the Employer and the Union shall be convened to address such accommodation.
- (c) The Employer will make available to the employee a copy of the Workplace Safety and Insurance Board "Form 7" at the time it is submitted to the WSIB. The employee may, if she desires, forward one copy to the Union. The Employer agrees to provide any other correspondence from the Employer to WSIB regarding any employee's WSIB claim to the injured employee.

ARTICLE 16 HOURS OF WORK

16.01 The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work or days of work per week.

The scheduled hours of work shall be established by the manager and the supervisor according to the requirements of the organization.

- (a) The normal work day shall be seven and one-half (7 1/2) hours excluding a one-half hour daily unpaid meal period. The regular work week for all full-time employees shall be thirty-seven and one-half (37 1/2) hours. With the approval of her immediate supervisor an employee may flex her start and finish times. If the immediate supervisor subsequently determines the approved flex time arrangement is unsatisfactory she may revert the employee to her normal work schedule with at least one (1) weeks' notice. Such requests for flex time will not be unreasonably withheld.
- (b) It is understood and acknowledged that the Employer has the right to require employees to perform reasonable authorized overtime work.
- (c) Prior to implementing either a weekend and/or evening shift the Employer and Union will meet to discuss the reasons for the proposed change, when and how the new schedules will be implemented, and what areas of the operation will be affected.

16.02 Each seven and one-half (7-1/2) hour shift includes two fifteen (15) minute rest breaks. When the employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.

ARTICLE 17 OVERTIME

17.01 Definition of Straight Time Rate of Pay:

For the purposes of calculating any benefit or money payment under this Collective Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Collective Agreement.

- 17.02 (a) If an employee is required and authorized to work in excess of her normal daily hours of work (7.5) or her normal bi-weekly hours of work (75) averaged over a two (2) week period, she shall receive compensating time off without loss of pay, calculated at one and one-half (1-1/2) times such overtime hours worked and taken at a mutually agreeable time or alternatively, overtime pay at one and one-half (1-1/2) times the regular straight time hourly rate for such overtime hours worked. In the event the Employer and employee cannot agree as to the form of compensation for overtime hours (compensating time off or overtime paid) at the time of the payroll next following the working of overtime hours, the form of compensation shall be determined by the Employer.
- (b) Banked overtime shall be taken at a time mutually agreed upon between the employee and the Employer within the fiscal year in which it is earned. If mutual agreement cannot be reached, cash payment will be made.
- (c) Overtime shall be on a voluntary basis where practical. **In the event that sufficient volunteers are not found, regular full-time and part-time employees will be assigned to work these on a rotating basis by reverse order of seniority to those that have the skills and qualifications to do the work.**
- (d) Overtime shall not be allowed more than once for every hour worked, and there shall be no pyramiding of overtime.
- (e) Overtime must be authorized in advance and in writing by the immediate supervisor.

17.03 Paid Time to Working Time:

Time paid by the Employer for bereavement leave, sickness, paid holidays and paid vacations, is to be recognized as time worked for the purpose of calculation of overtime.

17.04 Mileage Allowance:

Employees required to use their personal vehicles for work shall be paid a mileage allowance as follows:

1 to 5000 kilometers	maximum rate allowed for Ontario residents each year by the Canada Revenue Agency, effective the date of change.
5001 kilometers and up	49 cents

The employee will provide proof of one million dollars (\$1,000,000.00) public liability coverage and proof that she has business coverage or that her insurance company knows that she uses her car for work and is covered for this.

17.05 Weekend Premium

An employee shall be paid a weekend premium of two dollars and nineteen cents (\$2.19) for each hour worked between 2400 hours Friday to 2400 hours Sunday.

ARTICLE 18 PAID HOLIDAYS

18.01 The Employer recognizes the following days as paid holidays for full-time employees:

New Year's Day	Thanksgiving Day
Family Day	Christmas Day
Good Friday	Boxing Day
Victoria Day	Labour Day
Canada Day	3 Float Days
Civic Holiday	

In the event the Province of Ontario proclaims a paid holiday other than those listed above, it will be substituted for one (1) float holiday and one (1) float holiday will be deleted from this agreement.

Probationary employees will be entitled to paid holidays and may take float holidays during their probationary period.

Regular full-time employees will earn one (1) float day for each third of a calendar year they are employed to be scheduled at a mutually agreeable time within the period in which they are earned. Employees may bank float holidays but are not allowed to carry over any days from one calendar year to the next.

In order to qualify for each paid holiday, a regular full-time employee must work the last scheduled shift immediately prior to the paid holiday, and the first scheduled shift immediately following the paid holiday unless the employee is absent on:

- (a) paid sick leave;
- (b) paid vacation;
- (c) paid leave of absence;
- (d) approved leave of absence without pay of fifteen (15) or fewer continuous calendar days.

It is agreed that an employee off work on lay-off or an employee off work receiving Workplace Safety and Insurance Disability Benefits or pension, or an employee off work on an approved leave of absence without pay exceeding fifteen (15) continuous calendar days is not eligible for paid holidays or holiday pay from the Employer.

- 18.02 (a) An employee who qualifies and is required to work on any of the above holidays, not including float days, shall be paid at time and one-half. In addition to the foregoing, any employee who works on a paid holiday shall be given a day off with pay in lieu.

The Employer will attempt to cover holiday shifts with volunteer staff. In the event that sufficient volunteers are not found, regular full-time and part-time employees will be assigned to work these on a rotating basis by reverse order of seniority to those that have the skills and qualifications to do the work without additional training.

- (b) Where any of the above-mentioned holidays falls on an employee's day off, the next scheduled working day, or another day that is mutually agreed, shall be taken as a paid holiday.

- (c) If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off with pay, at a mutually agreed upon time.

18.03 Where an employee is required to work authorized overtime in excess of her regularly scheduled hours on a paid holiday such employee shall receive two times her regular straight time hourly rate for such additional authorized overtime.

ARTICLE 19 VACATION

19.01 (a) i) The Employer will endeavour to accommodate the requests of employees with respect to vacation dates subject to the operational requirements of the Employer. Vacation requests shall not be unreasonably denied. Vacation requests from the corporate services department will be considered separate from requests from the community care services department. If there is a conflict in vacation requests, seniority shall be the deciding factor. Once an employee has been granted a requested vacation period, she may not then exercise her seniority rights to change that vacation period.

ii) Vacation may only be taken in a minimum block of five (5) days (normal work week) during the initial request for vacation during the periods **July to August** and the March break. **For the purpose of clarification, "July and August" include the complete weeks in which July commences (except when July 1st is a Friday, Saturday, or Sunday) and August ends.**

(b) i) Vacation July to August
Applications for up to a maximum of three (3) weeks vacation for the months of July to August shall be submitted in writing by April 1st in each year. **For the purpose of clarification, "July and August" include the complete weeks in which July (except when July 1st is a Friday, Saturday, or Sunday) commences and August ends.** When submitting her vacation requests a full-time employee should submit three (3) preferred vacation periods. Once the initial requests have been acknowledged and posted, second and third requests for additional weeks between July and August will be considered on the basis of seniority for those employees who apply prior to April 21st.

Once all full-time vacation is granted, regular part time employees may apply for unpaid vacation time. Allotment will be made on the basis of seniority. Part time employees will accrue vacation based on the *Employment Standards Act*.

Regular part time employees will not be permitted to carry over unused vacation credits to the next vacation year.

ii) Vacation March and Christmas
Applications for vacation for the March break and Christmas vacation shall be submitted by September 15th in each year.

Employees shall be selected for vacation during this period on a rotation basis. Commencing with the seniority list the most senior employees shall be allowed vacation, subject to operational requirements. Once an employee is scheduled for vacation their name goes to the bottom of the list and so on. If employees

do not exercise their right their name shall stay status quo on the list. This will provide for employees to have an equal rotation of vacations during the March and Christmas breaks only.

Once an employee has been granted a requested vacation period, she may not then exercise her seniority rights to change that vacation period or change her position on the rotation.

Replies to the above vacation requests shall be acknowledged and posted within fourteen (14) days of the deadline dates and should not be changed except by mutual consent by the employee and the Employer.

The Employer shall keep a list of employees for this purpose and give a copy of same to the Chief Steward.

Requests made after these deadlines will be granted on a first come first serve basis and seniority will not apply.

iii) Vacation – General

All other vacation requests shall be submitted in writing at least one (1) month in advance of the time requested and the Employer shall reply to the request within one (1) week. Exceptions will be considered on an individual basis.

- (c) A full-time employee may not take any vacation during the first six (6) months of her employment.

19.02 The vacation entitlement date in any year shall be December 31st.

At the beginning of each vacation year the Employer shall inform each employee of the amount of vacation that they will earn in the current vacation year.

19.03 (a) A regular full-time employee employed by the NW LHIN shall earn vacation credits at the following rates:

Up to one (1) year continuous service:

Two weeks annual vacation with pay, earned at a rate of five-sixths (.83) days' vacation with pay for each full month of continuous service in the vacation year.

After one (1) full year of continuous service but less than ten (10) full years of continuous service:

Four (4) weeks annual vacation with pay, earned at the rate one and two-thirds (1.67) days' vacation with pay for each full month of continuous service in the vacation year.

After ten (10) full years of continuous service but less than nineteen (19) full years of continuous service:

Five (5) weeks annual vacation with pay earned at the rate of two and one-twelfth (2.08) days' vacation with pay for each full month of continuous service in the vacation year.

After nineteen (19) full years of continuous service:

Six (6) weeks annual vacation with pay, earned at the rate of two and one-half (2.5) days' vacation with pay for each full month of continuous service in the vacation year.

- (b) A regular part-time employee employed by the NW LHIN shall earn vacation pay at the following rates:

Up to 1,725 paid hours of service – 2 weeks' vacation pay at 4% of gross earnings

After 1,725 paid hours of service – 4 weeks' vacation pay at 8% of gross earnings.

After 17,250 paid hours of service – 5 weeks' vacation pay at 10% of gross earnings.

After 32,775 paid hours of service – 6 weeks' vacation pay at 12% of gross earnings.

- 19.04 Effective date of ratification, if an employee works or receives paid leave for less than 1725 hours in the vacation year she or he will receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:
- 4-week entitlement – 8%
 - 5-week entitlement – 10%
 - 6-week entitlement – 12%

Note: This will not impact any employee currently on pregnancy/parental leave or a pregnancy/parental leave that commences in the month of ratification.

- 19.05 An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to date of her termination. If vacation has been received by the Employee in excess of the vacation earned by the Employee in the year of termination, there shall be deducted from the salary of the Employee or refunded to the Employer by the Employee, an amount equivalent to the pay for vacation received but unearned.

- 19.06 For employees with paid sick leave entitlement, the following shall apply:

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the employee may opt to consider the period as sick leave;
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient in a Hospital, the employee may opt to consider the period of hospitalization as sick leave;

- (c) The portion of the employee's vacation which is considered to be sick leave in (a) or (b) will not be counted against the employee's vacation credits.

19.07 Vacations are normally to be taken in the vacation year in which they are earned but with the approval of the Employer, vacation credits may be carried over to the next vacation year.

ARTICLE 20 COMPENSATION

20.01 Experience Pay:

An employee hired by the Employer with recent and related experience may claim, at the time of hiring, consideration for such experience. Any such claim shall be accompanied by written verification of previously related experience.

An adjustment may be made on the following basis for recent experience beyond the minimum requirements of the range for the position category for which the appointment is made.

Previous relevant experience will be recognized on the following basis provided the employee has had relevant experience within the last three (3) years and that each experience has been at least six (6) months duration:

One increment for each year of NW LHIN or comparable experience accumulated within the last five (5) years.

NOTE: 1) The last five (5) years will be considered for establishing initial salary.

2) On appointment, the initial salary shall not exceed the third level.

It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

20.02 **Promotion to a Higher Classification:** When an employee is promoted to a higher classification (i.e. one with a higher starting minimum rate of pay) she shall receive the rate closest to, but higher than, her current rate of pay. She will maintain her existing anniversary date for purposes of wage progression.

When an employee bids on and receives a new position in the same salary range as the employee currently works, the employee shall not suffer a reduction in wages. She will maintain her existing anniversary date for purposes of wage progression.

20.03 **Temporary Transfer:** When an employee assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period of one (1) day or more she shall be paid the lesser of the difference between her rate of pay and that for the position she has been transferred into and \$6.00 for the day.

ARTICLE 21 JOB CLASSIFICATION

21.01 (a) When a new position (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new position and notify the local Union of the same within seven (7) days. If

the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational position and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

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 positions in the bargaining unit having regard to the requirements of such position.

- (b) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

21.02 When the Employer establishes a position which it believes is not covered by this agreement it will discuss with the Union through the Union/Management Committee the reasons for the exclusion.

ARTICLE 22 PERSONNEL FILE

22.01 Upon written request, an employee shall have the right to review her personnel file once a year, in the presence of her Supervisor.

If an employee disagrees with any information contained in her personnel file, she may file a rebuttal to the same to be placed in her personnel file.

22.02 All documents shall be brought to the employee's attention, prior to being placed in her file.

The employee may sign and date the document indicating she has read it and shall have the opportunity to disagree prior to it being placed in her file.

22.03 A copy of all written disciplinary action shall be provided to the employee concerned.

22.04 Upon the request of the Employee, any letter of reprimand, suspension or other sanction will be removed from the file of the Employee twelve (12) months following the receipt of such disciplinary action provided that such Employee's file has been free of similar discipline for twelve (12) months of active time at work.

ARTICLE 23 BENEFITS AND INSURANCE

23.01 The HOOPP pension plan is available to all employees who meet the Plan criteria. Enrolment, participation and the contributions by employees and the Employer will be in accordance with the terms and conditions of that plan and the conditions as set out in Article 5.

23.02 Retirement Allowance: When a full-time employee who was employed by the Employer on or before May 8, 1994 retires at age fifty-five (55) years or some greater age she shall be given, in addition to any other payment due to her, a retirement allowance as follows:

- After fifteen (15) years' continuous service - two (2) months' salary.
- For each additional twelve (12) months of continuous service, inclusive of vacation, an additional four (4) days' salary up to a maximum of four (4) months' salary for twenty-five (25) years' continuous service.

23.03 (a) A NW LHIN Benefits Plan is available for all full-time employees. Enrolment and participation will be in accordance with the plan. The Employer agrees to contribute the following amounts toward the Group Benefit Plan premiums:

1. Life Insurance - 100% of the billed premiums
2. A.D. & D. - 100% of billed premiums
3. Dental – 65% of billed premium
4. Extended Health – 65% of billed premium

Effective on beginning of first month after ratification, Vision care (maximum three hundred and seventy-five dollars (\$375.00) every twenty-four (24) consecutive months); Effective April 1, 2023, increase vision care to four hundred dollars (\$400.00) every twenty-four (24) consecutive months, hearing aide coverage to provide for \$500 coverage every thirty-six (36) months.

The Employer agrees that if ONA receives any benefit increases in its upcoming negotiations for the ONA collective agreement ending March 31, 2022, those changes will be made to the Unifor agreement.

Chiropractic and massage therapy coverage is three hundred and fifty dollars (\$350.00) annually. Effective April 1, 2024, increase to three hundred and seventy-five dollars (\$375.00) annually.

- (b) It is the Employer's responsibility to ensure that the existing benefit coverage is maintained with an insurance carrier on the same terms and conditions that currently exist. Provided this is done, any claims by an employee for benefits under the group benefit plan is a matter solely between such employee and the insurance carrier. Such claims shall not, therefore, be the subject of a grievance or arbitration under the Collective Agreement.
- (c) The Employer shall have the right to select or change any of the carriers in respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained. The Employer will notify the Union of change of carrier.

23.04 An employee on lay-off, or any unpaid leave of absence, is responsible for assuming the entire cost of the fringe benefits she is eligible to participate in during the period of that absence which exceed thirty (30) calendar days, except as extended by legislation.

ARTICLE 24 NOTICES

- 24.01 It shall be the duty of each Employee to notify the Employer promptly of any change of name, address, telephone number or any temporary change in residency. If an Employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such Employee.
- 24.02 Any notice to any Employee under the Collective Agreement may be given personally (either directly or by telephone) or by courier or prepaid registered post addressed to the Employee at her last address shown on the staff list or on the payroll of the Employer and such notice shall be deemed to have been received on the second day following the date of mailing.

ARTICLE 25 TERM

- 25.01 This Collective Agreement shall continue in effect from the **1st day of April, 2022 until the 31st day of March, 2025**. Either party may give written notice to the other of their intention to amend this agreement within ninety (90) days immediately preceding the expiry date.
- 25.02 If neither party gives written notice then the agreement shall continue in effect from year to year.

ARTICLE 26 GENERAL

- 26.01 An employee shall not accept employment with Direct Service Providers/ Contractors. The Employer shall provide all employees as well as new employees with information of current Direct Service Providers/Contractors.
- 26.02 (a) Each regular full time Employee will be advanced from her present level to the next level set out in the salary schedule, twelve (12) months after she was last advanced on her service review date subject to Article 10, clause 10.07.
- (b) Each regular part time Employee will be advanced from her present level to the next level set out in the salary schedule 1725 hours after she was last advanced on her service review date subject to Article 10, clause 10.07.

ARTICLE 27 RETROACTIVITY AND WAGES

27.01 All wages shall be effective the dates set out in Schedule A, and all current employees on staff as of the date of ratification will receive retroactive payment for all hours paid back to April 1, 2022, based on the newly agreed rates of pay. Retroactive payments will be made no later than the 2nd pay period after ratification.

DATED at Thunder Bay, Ontario this 26 day of September, 2022

FOR THE NW LHIN

Jane Blondin
Chantale
N. Clegg
Cheryl Chan
J. Chamberlain

FOR THE UNION

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[Signature]
[Signature]
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SCHEDULE "A"

**Schedule A
Salary Scales - UNIFOR**

		Min	1	2	3	4
Accounts Clerk						
Gen 1%	01-Apr-21	45,743	46,828	47,885	48,942	50,026
	Biweekly	1,759.34	1,801.06	1,841.73	1,882.40	1,924.09
	Hourly	23.46	24.01	24.56	25.10	25.65
Gen 1.5%	01-Apr-22	46,429	47,530	48,603	49,677	50,777
	Biweekly	1,785.73	1,828.08	1,869.36	1,910.64	1,952.96
	Hourly	23.81	24.37	24.92	25.48	26.04
Gen 1.5%	01-Apr-23	47,125	48,243	49,332	50,422	51,539
	Biweekly	1,812.51	1,855.50	1,897.40	1,939.30	1,982.25
	Hourly	24.17	24.74	25.30	25.86	26.43
Gen 1.5%	01-Apr-24	47,832	48,967	50,072	51,178	52,312
	Biweekly	1,839.70	1,883.33	1,925.86	1,968.39	2,011.98
	Hourly	24.53	25.11	25.68	26.25	26.83
		Min	1	2	3	4
Team Assistant/Supply Clerk						
Gen 1%	01-Apr-21	43,643	44,509	45,375	46,240	47,155
	Biweekly	1,678.59	1,711.88	1,745.17	1,778.47	1,813.66
	Hourly	22.38	22.83	23.27	23.71	24.18
Gen 1.5%	01-Apr-22	44,298	45,177	46,055	46,934	47,863
	Biweekly	1,703.77	1,737.56	1,771.35	1,805.14	1,840.87
	Hourly	22.72	23.17	23.62	24.07	24.54
Gen 1.5%	01-Apr-23	44,962	45,854	46,746	47,638	48,580
	Biweekly	1,729.32	1,763.62	1,797.92	1,832.22	1,868.48
	Hourly	23.06	23.51	23.97	24.43	24.91
Gen 1.5%	01-Apr-24	45,637	46,542	47,447	48,352	49,309
	Biweekly	1,755.26	1,790.08	1,824.89	1,859.70	1,896.51
	Hourly	23.40	23.87	24.33	24.80	25.29

		Min	1	2	3	4
Receptionist						
Gen 1%	01-Apr-21	37,999	38,922	39,846	40,798	41,721
	Biweekly	1,461.50	1,497.01	1,532.52	1,569.14	1,604.66
	Hourly	19.49	19.96	20.43	20.92	21.40
Gen 1.5%	01-Apr-22	38,569	39,506	40,443	41,410	42,347
	Biweekly	1,483.42	1,519.47	1,555.51	1,592.68	1,628.73
	Hourly	19.78	20.26	20.74	21.24	21.72
Gen 1.5%	01-Apr-23	39,147	40,099	41,050	42,031	42,982
	Biweekly	1,505.67	1,542.26	1,578.84	1,616.57	1,653.16
	Hourly	20.08	20.56	21.05	21.55	22.04
Gen 1.5%	01-Apr-24	39,735	40,700	41,666	42,661	43,627
	Biweekly	1,528.26	1,565.39	1,602.53	1,640.82	1,677.95
	Hourly	20.38	20.87	21.37	21.88	22.37
		Min	1	2	3	4
Health Records Technician						
Gen 1%	01-Apr-21	47,815	48,986	50,186	51,416	52,676
	Biweekly	1,839.03	1,884.08	1,930.24	1,977.53	2,025.98
	Hourly	24.52	25.12	25.74	26.37	27.01
Gen 1.5%	01-Apr-22	48,532	49,721	50,939	52,187	53,466
	Biweekly	1,866.61	1,912.34	1,959.20	2,007.20	2,056.37
	Hourly	24.89	25.50	26.12	26.76	27.42
Gen 1.5%	01-Apr-23	49,260	50,467	51,703	52,970	54,268
	Biweekly	1,894.61	1,941.03	1,988.58	2,037.31	2,087.22
	Hourly	25.26	25.88	26.51	27.16	27.83
Gen 1.5%	01-Apr-24	49,999	51,224	52,479	53,764	55,082
	Biweekly	1,923.03	1,970.15	2,018.41	2,067.86	2,118.53
	Hourly	25.64	26.27	26.91	27.57	28.25

LETTER OF UNDERSTANDING

BETWEEN

NORTH WEST LOCAL HEALTH INTEGRATION NETWORK
(hereinafter called the NW LHIN)

AND

UNIFOR
(hereinafter called the Union)

Re: Violence Against Women

The parties agree that when there is adequate proof from a recognized professional (doctor, lawyer, professional counselor) that a woman is in an abusive relationship she will not normally be subject to discipline for attendance or performance problems. It is expected that the individual concerned will seek assistance, and all staff should be aware the NW LHIN does provide its employees with free access to an Employee and Family Assistance Program. However, it is recognized that the Employer must address continuing attendance and/or performance problems. This provision is being provided in good faith by the NW LHIN and it is agreed it will not be utilized by the Union, its officials, or employees to subvert the application of otherwise appropriate disciplinary measures.

DATED at Thunder Bay, Ontario this 26 day of September, 2022

FOR THE NW LHIN

Jane Blondin
Unmarked
N. Clegg
Alina Alar
J. Chamberlain

FOR THE UNION

[Signature]
[Signature]
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LETTER OF UNDERSTANDING
BETWEEN
NORTH WEST LOCAL HEALTH INTEGRATION NETWORK
(hereinafter called the NW LHIN)
AND
UNIFOR
(hereinafter called the Union)

Re: Job Share

The NW LHIN and Union agree:

A job share is defined as the sharing of a full-time position by two (2) employees on a part time basis. The NW LHIN shall have the right to determine how many job share positions it will implement.

Only full-time positions will be converted to job shares, however, both full and part time employees who have completed their probationary period will be allowed to bid on any job share position that becomes available. Employees wishing to job share must submit their request in writing to the Human Resources Manager. **Employer to respond in writing within two (2) weeks.** If an employee's request to job share is approved, the following conditions will apply:

1. If a full-time employee wishes to share her job, and the NW LHIN agrees, the employee will be appointed to work one part of the approved job share and will be considered the senior job share partner. The NW LHIN will post the other half of the position in accordance with the job posting language of the current Collective Agreement.
2. If two full time employees who are qualified, jointly request to share one job, and the NW LHIN agrees, the job share position will not be posted, however, the resulting full-time position will be posted. In the event two full time employees do make a joint request to job share, the most senior employee's job will be the position designated for sharing.
3. Each job sharer will be treated as a regular part time employee for all purposes under the Collective Agreement.
4. A job sharer will not be required to cover for her partner for short-term absences, but will normally be asked to do so. Failure to offer a shift will not result in a grievance. A job sharer will be allowed to cover any time her partner is off work where it is determined coverage is needed.
5. Where possible, long term absences will be filled by **temporary** employees in accordance with the Collective Agreement. While the job is being filled, the partner will work full time hours unless alternative arrangements can be made. Should the

NW LHIN be unable to fill the position, the remaining job share partner will be required to work full time hours until her partner returns to work.

6. Each job sharer will work fifty-percent (50%) of the full-time schedule unless mutually agreed otherwise between the job sharers and the NW LHIN. It is understood that the NW LHIN can change the job share back to a fifty-percent (50%) split with two (2) weeks notice. With the approval of the employee's direct supervisor, the hours may be altered on a short-term basis. Job sharing employees will be responsible for drafting their own work schedule, however, the schedule must be approved by their direct supervisor.
7. If the NW LHIN and Union agree to a job-sharing arrangement for a vacant full-time position, both parts of the job will be posted.
8.
 - (a) If one of the job sharers leaves her position for any reason and both the remaining job sharer and the NW LHIN wish to continue the job share arrangement, the vacated portion of the job share shall be posted and filled in accordance with the Collective Agreement. The Union will be notified of the job posting.
 - (b) In the event that there are no internal applicants for a job share posting the Employer may, at its sole discretion, consider internal applicants who are on probation or external applicants. In the event the job share is terminated the new employee's prior status will be regular part time.
9. A job sharer will not be permitted to apply for a temporary position unless her partner agrees to work full time for the duration of the temporary assignment.
10. Where there is no successful applicant for the vacant portion of a job share position, or the remaining job sharer does not wish to continue to job share, the position shall revert to full time and the remaining job sharer will be assigned to the vacant job. If the remaining job sharer was previously part time she will be assigned to a vacant part time position. If a part time position is not available she will be required to exercise her rights under the layoff provisions of the Collective Agreement.
11. The NW LHIN and the job-sharing employees retain the right to assess the job-sharing arrangement on an ongoing basis. Formal reviews will take place at three (3) months, six (6) months and twelve (12) months, and on an ongoing basis thereafter. Where the NW LHIN is able to do so, it will fill the junior job sharer's job on a temporary basis for up to six (6) months, after which the position will be posted as a permanent vacancy. If the job share is terminated prior to the posting of the junior employee's position, the job sharers will revert to their former positions. If during the aforementioned six-month period the NW LHIN finds it cannot continue filling the junior employee's job on a temporary basis, the job sharers will be required to either go back to their former positions or confirm their intention to remain in the job share.
12. Either the NW LHIN or the Union may terminate an individual job share, or the entire job share process with sixty (60) days notice. Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuation.

13. In the event a job share is terminated, the most senior employee will revert to full time, and the junior employee will be assigned to a vacant full or part time position depending upon her status prior to job sharing. If no positions are available, the junior job sharer will be required to exercise her rights under the layoff provisions of the Collective Agreement. If the most senior employee was previously part time she will be assigned to a vacant part time position and the junior partner will assume the full time job. If no part time jobs are available she will be required to exercise her rights under the layoff provisions of the Collective Agreement.

DATED at Thunder Bay, Ontario this 26 day of September, 2022

FOR THE NW LHIN

Jane Blondin
Imaorkase
N. Clegg
Aileen Allen
A. Chamberlain

FOR THE UNION

[Signature]
Shulne
Shelville
Donna Howard

LETTER OF UNDERSTANDING

BETWEEN

NORTH WEST LOCAL HEALTH INTEGRATION NETWORK
(hereinafter called the NW LHIN)

AND

UNIFOR
(hereinafter called the Union)

Re: National Day of Mourning

The parties agree that employees will be allowed to observe one (1) minute of silence at 1100 hours on April 28th of each year in memory of those workers killed on the job and to observe one (1) minute of silence at 1100 hours on December 6th of each year in remembrance of the 14 female engineering students killed in the Montreal Massacre in 1989 at Ecole Polytechnique.

DATED at Thunder Bay, Ontario this 26 day of September, 2022

FOR THE NW LHIN

Jane Blondin
Imortase
N. Clegg
Chloe Clavi
J. Chamberlain

FOR THE UNION

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[Signature]
[Signature]

LETTER OF UNDERSTANDING
BETWEEN
NORTH WEST LOCAL HEALTH INTEGRATION NETWORK
(hereinafter called the NW LHIN)
AND
UNIFOR
(hereinafter called the Union)

Re: Women's Advocate

The parties agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or at work. They may also need to find out about specialized resources in the community such as Counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize a female employee from the bargaining unit who will serve as a Women's Advocate.

The Union will be responsible to train and educate the Women's Advocate, and the parties agree that the Women's Advocate will act strictly as a referral agent and not a counselor.

In addition, the Women's Advocate will familiarize herself with the employer's Employee and Family Assistance program and in each instance will provide the female employee with an Employee & Family Assistance Program pamphlet or information with respect to the EFAP program.

The Women's Advocate will be allowed reasonable time off work for the purpose of making a referral to a female employee who has requested immediate assistance. To conduct such business, the Women's Advocate shall obtain permission from her Supervisor (or designate) before leaving her job or work area, and shall notify her Supervisor (or designate) upon her return. Such permission will not be unreasonably withheld.

The local Union executive will develop appropriate communications to inform female employees about the referral role of the Women's Advocate. The Advocate will be allowed to attend an annual training program as per the terms of Article 27.01 a) of the full-time agreement or Article 26.01 a) of the part-time addendum.

Liability

The parties agree that the Union is solely responsible and liable for the actions of the Women's Advocate and in addition, agree that interaction between the Women's Advocate and the female employee is not a collective agreement matter.

DATED at Thunder Bay, Ontario this 26 day of September, 2022

FOR THE NW LHIN

Jane Blondin
Imarkase
N. Clegg
Carlene Allen
J. Chamberlain

FOR THE UNION

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[Signature]

BETWEEN

AND

Re: Pay Equity

DATED at Thunder Bay, Ontario this 26 day of September, 2022

Yare Blondin
Cmaartaise
N. Clegg
Arline Clair
J. Chamberlain

FOR THE UNION

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Shirley
Shirley
Donna David

