

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK**  
**(Hereinafter called the “Employer”)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 4877**  
**(Hereinafter called the “Union”)**

**April 1, 2024 to March 31, 2025**

## **TABLE OF CONTENTS**

ARTICLE 1 - GENERAL PURPOSE .....	2
ARTICLE 2 – RECOGNITION .....	2
ARTICLE 3 - MANAGEMENT RIGHTS .....	4
ARTICLE 4 - NO STRIKES OR LOCKOUTS .....	5
ARTICLE 5 - UNION SECURITY AND RELATIONS .....	5
ARTICLE 6 - LABOUR MANAGEMENT RELATIONS .....	7
ARTICLE 7 - GRIEVANCE PROCEDURE .....	10
ARTICLE 8 – MEDIATION AND ARBITRATION .....	12
ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE .....	14
ARTICLE 10 – SENIORITY .....	14
ARTICLE 11 – PROBATIONARY EMPLOYEES .....	17
ARTICLE 12 – JOB POSTINGS .....	18
ARTICLE 13 - LAY-OFFS AND RECALLS .....	20
ARTICLE 14 – HOURS OF WORK .....	23
ARTICLE 15 – OVERTIME .....	27
ARTICLE 16 - PAID HOLIDAYS .....	29
ARTICLE 17 – VACATIONS .....	31
ARTICLE 18 – DISABILITY INCOME PROTECTION .....	33
ARTICLE 19 - LEAVE OF ABSENCE .....	37
ARTICLE 20 - EMPLOYEE BENEFITS .....	44
ARTICLE 21 - PAYMENT OF WAGES, PREMIUMS AND ALLOWANCES .....	49
ARTICLE 22 – GENERAL .....	51
ARTICLE 23 – TECHNOLOGICAL CHANGE .....	53
ARTICLE 24 - JOB SHARE .....	53
ARTICLE 25 - TERM OF AGREEMENT .....	54
APPENDIX “A” - Classification Grid .....	56
APPENDIX “A” - WAGE Grid .....	57
LETTER OF UNDERSTANDING - RE: PARKING AT KGH .....	58
LETTER OF UNDERSTANDING - RE: SCHEDULING OF PAID HOLIDAYS .....	59
LETTER OF UNDERSTANDING - RE: WAGE RE-OPENER ON MONETARY PROPOSALS .....	60
LETTER OF UNDERSTANDING - RE: ALTERNATE WORK ARRANGEMENTS .....	61
LETTER OF UNDERSTANDING - RE: PAY EQUITY .....	62

## **ARTICLE 1 - GENERAL PURPOSE**

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

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

- 1.02 The parties agree that it is a joint responsibility to provide the best possible programs and services to the community by the South East Local Health Integration Network. It is understood that all future reference to parties means the Employer and the Union.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4877 as the sole and exclusive collective bargaining agent for all of its employees, save and except Managers, persons above the rank of Manager, Senior Executive Assistant to the CEO, Senior Administrative Assistants/Administrative Assistants (maximum of 8 FTEs), HRIM Specialists, IS Support Coordinators, Workplace Wellness & Safety Specialist, Continuous Learning Specialist, Employee Relations Specialist, Recruitment Specialist, Financial Analyst, Communications and Engagement Coordinator, Board Coordinator, Planner, Planner FLS Coordinator, Epidemiologist, Database Developer and Decision Support Consultant, Senior Program Lead, Senior Consultant Contracts, Senior Consultant Performance and persons in bargaining units for which other trade unions hold bargaining rights.

### **Definitions**

- 2.02 This Collective Agreement is fully applicable to all regular full-time, all regular part-time employees and all casual employees unless otherwise specified.
- 2.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives that may conflict with the terms of this Collective Agreement.
- 2.04 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so requires.

**2.05 Full-time Employee**

A regular full-time employee is defined as one in respect of whom there is a regular schedule of work providing seventy (70) hours of work bi-weekly.

**2.06 Part-Time Employee**

A regular part-time employee is an employee who is employed for less than seventy (70) hours bi-weekly on a regular basis. A regular part-time employee may be offered, by the Employer, the opportunity to work additional replacement hours to a maximum of seventy hours (70) bi-weekly. Regular part-time employees are not required to work hours in addition to their prescheduled hours, except where provided for elsewhere in this Agreement or in case of emergency.

**2.07 Temporary Full-Time**

A temporary full-time employee is defined as one who is engaged to work on a full-time basis, temporarily. Temporarily shall be defined as greater than three (3) months and will not normally exceed a twelve (12) month period or in the case of pregnancy, parental, adoption leave (or any combination of these leaves), long term disability, and Union leave, the length of such leave, except that these periods may be extended in individual cases as agreed between the Employer and the Union in writing.

At the end of the term, the employee will revert to her former status and position.

**2.08 Casual Employee**

A casual employee is one who does not have any guaranteed hours of work. Casual employees work on a call-in basis to replace regular full-time or part-time employees who are absent from work or to perform other intermittent work. The Employer shall not use casual employees for the purpose of restricting the number of regular full-time or regular part-time positions. In addition, a casual member of the bargaining unit may work for a fixed term that will not exceed four (4) months unless the parties agree in writing.

A casual employee will submit their availability three (3) weeks prior to the posting of each six (6) week schedule.

- 2.09 Where the Employer wishes to provide students' opportunities for placements or government assisted work experience their placement shall require the mutual agreement of the Employer and the Union. The Employer will provide the Union in advance of any placement, the name of the student, the work location, and the duties to be performed.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the Employer retains the rights of management save insofar as they are modified by this Agreement.
- 3.02 The Union acknowledges that it is the exclusive function of the Employer to generally manage its business, and that all rights and privileges normally vested in management are vested in the Employer. Without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency and to establish and enforce reasonable rules, policies, procedures and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.
  - (b) To hire, retire, classify, suspend, discharge, transfer employees within their classification, promote, demote, assign employees to tasks, lay-off, or discipline employees provided that a claim of discriminatory promotion, demotion, lay-off or transfer, or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - (c) Operate and manage the South East Local Health Integration Network in all respects in accordance with its commitments, obligations and responsibilities. To determine, in the interest of efficient operation and highest standard of service, the hours of work, classifications, methods of doing the work, which are not inconsistent with the terms of this Agreement, the number and type of employees needed by the Employer, the work assignments, work schedules and scope of services to be made available, provided always that reasonable notice be given to employees involved of any changes to be made.
  - (d) Generally to operate the South East Local Health Integration Network, and without restricting the generality of the foregoing, to determine all work procedures, kinds of equipment to be used, methods to be used, and to select and direct the use of all materials required in the operation of the Local Health Integration Network and to establish and enforce rules governing the use of material and equipment in the interests of safety and well-being of the clients, the public and the employees and all other matters not specifically dealt with elsewhere in this Agreement.
  - (e) Determine the number and location of its offices required at any time.
  - (f) Decide on the number, type and qualifications of employees needed by the Employer at any time.
- 3.03 The Employer agrees that these management functions shall be executed in a manner consistent with this Agreement subject to the right of the employee to lodge a grievance as set forth herein.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

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

#### **ARTICLE 5 - UNION SECURITY AND RELATIONS**

- 5.01 All employees who are members of the Union shall remain members of the Union and all new employees subject to this Agreement shall become members of the Union as a condition of employment, in accordance with the constitution and by-laws of the Union.
- 5.02 The Employer shall deduct dues from every employee covered by this Collective Agreement in accordance with the Union constitution and by-laws.
- 5.03 Deductions shall be made from each payroll and forwarded by direct remittance to the National Secretary-Treasurer of the Union by the 15th day of the month if possible, and in any event no later than the end of the month following such deduction, accompanied by a list of the names of all employees from whose wages deductions have been made. A copy of this list shall be forwarded by the Employer to the local Secretary-Treasurer of the Union.
- 5.04 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.
- 5.05 Notice of any change in the amount of Union dues will be provided in writing by the Union to the Director, Human Resources & Labour Relations Service Delivery, at least one (1) month prior to the commencement of the pay period in which the new rate is to be implemented.
- 5.06 The Employer shall show on the T-4 slip the amount of Union dues paid by such employee in the previous year.
- 5.07 During the first month of initial employment, a Union representative shall, after approval by her supervisor, be allowed up to fifteen (15) minutes within working hours for a discussion with a newly hired employee. It is agreed that this should be arranged within the Union representative's ordinary schedule and shall not result in overtime premium or travel expenses. Such meetings will be arranged as a component of the employee's orientation schedule.
- 5.08 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her rights and duties under it. At the meeting referred to above the Union will provide the employee with a copy of the current Collective Agreement.

5.09 **Correspondence**

All correspondence between the parties, arising out of this Agreement, or incidental thereto, shall pass to and from the Director, Human Resources or designate and the Secretary of the Union or designate.

- 5.10 The terms and conditions of this Agreement will apply equally to all employees who are subject to provisions thereof and no employee will be given preferential treatment.

5.11 **No Discrimination/Harassment**

**Discrimination**

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

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

**Harassment**

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

- (a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, disability, sexual orientation, gender identity or gender expression.
  - (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by their employer or agent of the employer or by another employee.
  - (c) The parties recommend and encourage any employee who may have a harassment or discrimination complaint to utilize the complaints process as set out in the Employer's harassment policies and process, this does not preclude employees from accessing the grievance procedure.
  - (d) In recognizing the importance of a harassment free environment, the Employer will review Employer policies and processes with respect to harassment with the employee during her or his orientation period.
- 5.11 (e) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.

- (f) The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code and the Occupational Health and Safety Act*.

**5.12 Contracting Out**

The Employer agrees that there shall be no contracting out of existing work or jobs covered under the attached classification schedules coming within the scope of the recognition clause of this Collective Agreement. However, it is agreed that the Employer shall be entitled to utilize employment agency staff for work created by reason of temporary demands lasting no longer than sixty (60) calendar days or in accordance with 12.01 (e) so long as no employee shall suffer a loss or diminution of employment by reason of such arrangement.

**5.13 Work of the Bargaining Unit**

Supervisors or other non-bargaining staff whose jobs are not in the bargaining unit shall not perform duties normally performed by employees in the bargaining unit except in cases of emergency, training, education or instruction.

- 5.14 The Union, and its officers and representatives, will not engage in Union activities during work time nor hold meetings on the premises of the Employer without permission of the Vice President, Human Resources and Organizational Development or Director, Human Resources & Labour Relations Service Delivery or their designate.

**ARTICLE 6 - LABOUR MANAGEMENT RELATIONS**

- 6.01 (a) A Labour/Management Committee shall be established of not more than five (5) representatives of the Union (one being the Union's Recording Secretary) and equal representatives of the Employer. The purpose of the Committee includes:
- (i) promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of client services;
  - (ii) discussing and reviewing matters relating to orientation and in-service programs, and generally any matters of mutual concern which are not properly the subject matter of grievances or negotiations;
  - (iii) communicating any new policies and procedures which may affect employees prior to the implementation of such policies and procedures;
  - (iv) timely problem-solving by the parties to deal with any concerns prior to their becoming grievable issues. However, no matter which is being processed through the grievance procedure or which is currently the subject matter of negotiations, shall be discussed at such meetings;



- (v) when there is no Committee meeting scheduled within thirty (30) days, new policies and procedures which affect employees will be forwarded to the Union Committee members for review for a period of fifteen (15) days prior to implementation.

The Committee shall meet at any time on the mutual consent of the Union and the Employer. Each party shall provide the other with an agenda of the matters to be discussed no less than five (5) working days prior to the meeting.

- (b) It is understood and agreed that employees who are appointed to the Labour/Management Committee have their regular duties to perform on behalf of the Employer. Accordingly, it is agreed that a member of the Labour/Management Committee is obliged to obtain permission from her direct work Supervisor/Manager before leaving work to attend such committee meetings. The Employer agrees that such permission shall not be unreasonably withheld. When returning to her regular duties, the members of the Labour/Management Committee shall again report to her immediate Supervisor/Manager.

6.02 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

#### 6.03 **Representation and Committees**

##### **Bargaining Committee**

The Employer agrees to recognize a Union Bargaining Committee consisting of no more than four (4) employees of the Employer elected or otherwise selected by the Union to act as a bargaining committee for the purpose of re-negotiating any renewal of this Agreement. It is understood and agreed that persons so appointed shall suffer no loss of pay by reason of regular time spent during regular working hours in negotiations with the Employer up to and including conciliation. The Union will advise the Employer at least thirty (30) days in advance of the first day set for negotiations the names of the members of its bargaining committee so that arrangements may be made for their absence in negotiations.

##### **Central Negotiating Committee**

In the event that the parties agree to participate in central bargaining between the Canadian Union of Public Employees and the Participating LHINs, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the Participating LHINs and shall be paid for all scheduled shifts missed (including scheduled shifts on the calendar days immediately before and after negotiations), up to and including conciliation/mediation. It is agreed that the employer is not responsible for any other costs associated with the employee's participation in bargaining. Notice will be given to the Employer as far in advance as possible.

6.04 (a) Stewards

The Union agrees to provide the Employer with a list of elected Stewards. Such Stewards will serve in a specific area however may represent members in any area when required or requested. In order to support such representation, teleconference/video equipment may be utilized, if available.

- (b) It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Negotiating Committee or the Grievance Committee until after they have completed their probationary period and have been placed on the seniority lists. The Union acknowledges that Stewards, Union representatives and Union committee members have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining the permission of their immediate supervisors (such permission will not be unreasonably withheld) and, when resuming their regular duties, will report to the immediate supervisor upon return to their work area.

- 6.05 The Union shall notify the Employer in writing of the names of each Steward and the name of the Chief Steward before the Employer shall be required to recognize them.

6.06 Grievance Committee

The Employer agrees to recognize a Union Grievance Committee consisting of the President and/or Unit Chair and the Steward involved with the grievance or their designates. In the case of the Grievance Committee, the Employer agrees that up to two (2) members of the bargaining unit plus the grievor shall not suffer loss of pay as a result of attendance at arbitration hearings.

- 6.07 It is understood and agreed that employees who are appointed to the Grievance Committee have their regular duties to perform on behalf of the Employer and that they shall not unnecessarily absent themselves from work in order to process employee complaints or grievances. Accordingly, it is agreed that a member of the grievance committee is obliged to obtain permission from her direct work Supervisor/Manager before leaving work to process employee complaints or grievances. The Employer agrees that such permission shall not be unreasonably withheld. When returning to her regular duties, the members of the Grievance Committee shall again report to her immediate Supervisor/Manager.

- 6.08 The Union shall notify the Employer in writing of the name of each member of the Union Negotiating Committee, the Union Grievance Committee, the Health & Safety Committee, and the Labour/Management Committee before the Employer shall be required to recognize them.

- 6.09 Provided that Stewards and Union Officers comply with the reporting requirements in 6.04 (b), the Employer will compensate such employees at the regular rate of pay for time spent in handling the grievances of employees. This understanding does not apply to time spent on such matters outside of regular scheduled working hours.

- 6.10 At all meetings with the Employer, the Union will be entitled to be accompanied by a representative of the Canadian Union of Public Employees.

#### **6.11 Joint Health and Safety Committee**

The Employer and Union are committed to the ongoing objective of protecting employees from accidental occupational injury and occupational disease. Therefore, the parties will foster on-going joint meeting / inspections with the established Joint Health and Safety Committee(s). The Union will appoint a representative to each Joint Health and Safety Committee.

Notwithstanding the above, should a single Joint Health and Safety Committee be established the Union shall appoint one (1) representative from each of the Belleville, Brockville, Smiths Falls, Kingston area sites.

### **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee the Steward represents, in preparing and presenting her grievance in accordance with the grievance procedure.
- 7.02 (a) A grievance shall be defined as any difference between the parties, arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.
- (b) Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee or employees concerned shall be final and binding upon the Employer, Union and employee(s) involved.
- (c) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- (d) No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Complaint and Grievance Procedure, without mutual consent.
- (e) Saturdays, Sundays, and holidays will not be counted in determining the time within which action is to be taken or completed under the grievance procedures.
- (f) The time limits fixed in the grievance procedure may be extended by consent of the parties.

- 7.03 An employee having any question or complaint shall refer it to her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or within nine (9) calendar days from when the employee should have been reasonably aware of the occurrence. The immediate supervisor will respond to the complaint within nine (9) calendar days of receipt of the complaint. Failing settlement at this stage, the complaint may be taken up as a grievance by the Union or the employee within nine (9) calendar days of the immediate supervisor's decision and proceed through the grievance procedure as follows:

**STEP 1**

The Employee accompanied by the Steward shall submit a written grievance signed by the grievor and the Union to the immediate supervisor. The immediate supervisor will deliver a decision in writing within seven (7) working days following the date on which the grievance was submitted. Failing settlement then:

**STEP 2**

The employee, accompanied by her Steward, may within ten (10) working days of the supervisor's decision, submit the written grievance to the Manager Human Resources and Labour Relations or designate. The grievance shall state the alleged violation and identify the remedy sought. A mutually agreeable date shall be established to discuss the grievance within ten (10) working days. The Manager Human Resources and Labour Relations or designate shall provide a written decision within ten (10) working days of the meeting. If the decision is not satisfactory, or there is no reply, then the grievance may be submitted to arbitration in accordance with Article 8.

7.04 **Policy Grievance**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of the Agreement shall be originated at Step #2 of the grievance procedure. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee would herself institute and the regular Grievance Procedure shall not thereby be bypassed. A grievance by the Employer shall be filed with the Chief Steward or designate.

7.05 **Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to the Director, Human Resources & Labour Relations Service Delivery or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). 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 processing of such grievance.

- 7.06 To avoid delays and in order that grievances shall not be harboured, it is agreed that grievances will not be considered where the circumstances giving rise to the grievance occurred twenty-eight (28) working days or more before the matter was raised at Step 2. This provision will not apply where it can reasonably be shown that the employee(s) was not aware of the circumstances, nor will it apply to issues arising under Article 7.04.
- 7.07 The grievor may attend, or be requested to attend by either party, at all stages of the Grievance Procedure.

## **ARTICLE 8 – MEDIATION AND ARBITRATION**

### **8.01 Mediation**

At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Article 7 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral third party who will attempt to resolve the grievance in a timely manner to the satisfaction of both parties.

- 8.02 The parties will jointly agree on the selection of a grievance mediator. The parties shall equally share the fees of the mediator.
- 8.03 The mediation session will be attended by a maximum of three (3) representatives from the Union and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
- 8.04 Once the parties have agreed in writing to mediate a grievance, the session shall commence within sixty (60) calendar days. If the agreed mediator is unavailable within sixty (60) days of the appointment, then the appointment will be given to another mediator agreed upon by the parties. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.
- 8.05 Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
- 8.06 The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Attendance at the mediation session shall be without loss of regular pay or benefits.
- 8.07 Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.

## **8.08 Arbitration**

- (a) In the event that arbitration of a grievance which has been properly processed through the Grievance Procedure is desired by either party, then the other party shall refer the grievance to arbitration not later than thirty (30) calendar days after the completion of Step 2. The parties may agree, in writing, that the matter may be arbitrated by a sole Arbitrator selected by the parties. It is understood that any question as to whether or not a matter is arbitrable may also become a subject of arbitration. Where a sole Arbitrator is selected he/she shall have the same powers as a Board of Arbitration under this agreement, and his/her compensation and legitimate expenses shall be divided equally between the parties.
- (b) In the alternative to the foregoing, the parties may agree, in writing, that the matter may be arbitrated by a Board of Arbitration. Such notice shall contain the name of the appointee to a Board of Arbitration named by the party invoking arbitration and shall state the matter at issue. The recipient of the notice shall, within ten (10) working days, advise the other party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall within ten (10) working days of the appointment of the second of them, endeavour to appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson, either appointee shall request the Ontario Labour Management Arbitration Commission to assist in the selection of an Impartial Chairperson. The decision of a majority shall be the decision of the Board of Arbitration.

Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration and such decision shall be final and binding upon the parties and upon any employee affected by it.

- 8.09 The Sole Arbitrator or Board of Arbitration shall not have jurisdiction or authority to alter or in any way modify the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision that is inconsistent with the terms and provisions of this Collective Agreement.
- 8.10 No person may be appointed as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses; and the parties will jointly bear the expenses, if any, of the Chairperson. Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work on Union leave. Time spent by such employees at arbitration proceedings shall be considered Union leave compensated in whole by the Union except for the grievor who shall be compensated in whole by the Employer unless terminated and such termination is upheld.
- 8.12 (a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties.

- (b) Saturdays, Sundays and holidays will not be counted in determining the time within which any action is to be taken or completed under the Arbitration Procedures.

## **ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- 9.01 A claim by a permanent employee that she has been discharged or suspended without just cause shall be treated as a grievance commencing at Step 2 of the Grievance Procedure. Such grievance shall be in writing and shall be filed within seven (7) working days from the date of the letter confirming the discharge or suspension.
- 9.02 Such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation or by any other arrangement agreed to between the parties.
- 9.03 Whenever an employee is requested to report to a manager for the purposes of the imposition of formal discipline, including verbal or written reprimand, suspension or discharge, a Union representative shall be present. When formal written discipline is imposed both the employee and the union representative at the meeting shall be supplied with a written copy of the discipline.
- 9.04 When an employee has been dismissed or suspended, the Steward shall be notified and the employee shall have the right to meet with the union representative for a reasonable period of time before leaving the premises. Human Resources shall provide direction or plan for the union to assist with the exit.
- 9.05 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for such eighteen (18) month period. All leaves of absence in excess of fifteen (15) working days will not count toward the above period.
- 9.06 Complaints made to the Employer concerning the work or behaviour of an employee will be addressed in accordance with the Employer's policies.

## **ARTICLE 10 – SENIORITY**

- 10.01 (a) Seniority shall accrue in accordance with the number of hours worked by an employee since date of last hire within the bargaining unit. Seniority will accrue to an employee who is on paid vacation, paid sick leave, paid leave of absence, paid holidays, approved leave of absence with pay for Union business, or in receipt of benefits from Workplace Safety and Insurance Board. For clarity, seniority for part-time employees will accrue on the basis of paid hours.

- (b) Casual employees will accrue seniority on the same basis as regular part-time employees. Casual employees will be treated as regular part-time for all other purposes under the Collective Agreement except that they will have no bumping rights and except as may be modified elsewhere in the Collective Agreement.
  - (c) For calculation of service for the purposes of vacation entitlement, wage grid progression and other service based provisions, every eighteen hundred and twenty (1820) paid hours worked since date of last hire is equivalent to one (1) year of service.
- 10.02 (a) The Employer shall issue separate seniority lists showing the number of hours of accumulated seniority for all regular status (full-time/part-time) employees, and a separate list for all casual employees. Up-to-date seniority lists shall be sent to the Union and posted on the South East Local Health Integration Network intranet in February and August each year. At any time lay-off notices are issued, up to date seniority lists will be provided to the Union and posted on the Employer's intranet.
- (b) Seniority lists will be comprised of name, office location, classification, date of last hire, accumulated seniority hours and the permanent status of the employee. It is understood that seniority is transferable between seniority lists.
- 10.03 (a) Seniority shall be a factor used in determining lay-off and recall rights, job posting, vacation preference and other non compensation matters.
- (b) Service is used to determine pay level (i.e., salary progression), sick leave credits, vacation entitlement, statutory holiday entitlement and any other compensation issues.
- 10.04 Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
- (a) when an employee is on lay-off for a period of up to twenty-four (24) months;
  - (b) when an employee is on approved leave of absence in excess of twelve (12) months.
- 10.05 Seniority shall be lost and employment will be terminated when an employee is absent from work under the following circumstances:
- (a) resignation;
  - (b) retirement;
  - (c) discharged without reinstatement;
  - (d) when absent from active employment for a period in excess of twenty-four (24) continuous months for reasons other than lay-off, unless expressly provided for otherwise elsewhere in this Agreement;



- (e) after twenty-four (24) months on lay-off;
- (f) fails to return to work upon expiration of an approved leave of absence, or utilizes a leave of absence for purposes other than those for which the leave was granted;
- (g) failure to contact the Employer within ten (10) calendar days from the date of mailing of a registered letter advising the employee of a potential recall;
- (h) failure to report to work on the date agreed upon after accepting a recall offer of employment;
- (i) absence without approved leave for a period of four (4) consecutive working days without a valid reason;
- (j) failure to report absence from work on account of illness to her supervisor within four (4) consecutive working days;
- (k) when a casual employee has not worked for the Employer for a period of twelve (12) months.

In these circumstances there will be no recourse to the grievance and arbitration procedure.

10.06 No employee shall be appointed to a position outside the bargaining unit without her consent. If an employee accepts a position outside the bargaining unit the employee shall retain her seniority acquired at the date of leaving the bargaining unit, but will not accumulate any further seniority. If at the end of the eighteen (18) month period, or any period of extension, the employee has not returned to the bargaining unit such employee will lose all seniority and the name of the employee will be removed from the seniority list, and all seniority lost. Notwithstanding the above, the parties may agree to an extension. Such request for extension will not be unreasonably denied.

#### 10.07 **Effect of Absence**

With the exception of an employee in receipt of WSIB benefits consistent with 10.01, or any paid leave of absence under this Agreement, where any leave of absence without pay exceeds thirty (30) consecutive working days:

- (a) credits for seniority, salary increases, vacation, sick leave, paid holidays, and any other benefit or payment under this Agreement will be suspended during such leave;
- (b) the employee may, however, continue her benefit coverage under Article 20 – Employee Benefits by contributing the full cost of the premiums by submitting monthly post dated cheques in advance to the Employer and the Employer will make the payments to the appropriate agency.

## **ARTICLE 11 – PROBATIONARY EMPLOYEES**

11.01 A newly hired employee on probation shall be entitled to all rights and benefits of this Agreement. Seniority shall be calculated back to the date of hire within the bargaining unit. The probationary period shall be as follows:

- (a) regular full-time employees – four hundred and twenty (420) hours worked from date of hire within the bargaining unit;
- (b) regular part-time employees and casual employees – four hundred and twenty (420) hours worked or twelve (12) months whichever comes first;

11.02 A probationary employee shall be subject to ongoing assessment/performance reviews which shall be reviewed regularly with the employee during her probationary period.

11.03 The union shall be advised of any probationary employees whose probationary period has been extended. The Union shall be notified of the successful completion of the probationary period.

An employee's probationary period may be extended to six hundred and thirty (630) hours worked provided the Employer has provided an assessment of the employee's performance at or near the completion of the initial four hundred and twenty (420) hours worked period.

The probationary period may be extended by a further maximum of sixty (60) calendar days.

On successful completion of this extended probationary period(s), the employee's name shall be placed on the seniority list and shall be credited with seniority earned based on the number of hours worked during this total probationary period.

11.04 The discharge of a probationary employee is not subject to the grievance and arbitration procedures, unless the discharge violates the Human Rights Code.

The Employer agrees to provide a probationary employee with written reasons for her release within seven (7) days of such release, with a copy to the Local Union.

A claim by a probationary employee that she has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve as set out above, if a written statement of such grievance is lodged by the employee with the Employer at Step 2 within seven (7) days after the date the release is effective.

It is understood and agreed that the timelines set out in Article 7 - Grievance Procedure will commence upon receipt of the written reasons.

The parties agree that the written reasons are deemed received on the date of delivery to the employee.

## **ARTICLE 12 – JOB POSTINGS**

- 12.01 (a) When a vacancy occurs that the Employer intends to fill that requires posting, or a new position is created within the bargaining unit, the Employer shall post notice of the position on the Employer's intranet and a copy will be provided to the Recording Secretary of the Union. Such notice will be posted for seven (7) calendar days. Notwithstanding the above, the Union shall be permitted to post such notices on all designated CUPE bulletin boards.
- (b) The posting of new jobs and vacancies shall be limited to new jobs, new vacancies that require posting and the first subsequent vacancy, and to no others.
- (c) The Employer shall not be prevented from temporarily filling a position until the job can be filled through the job posting procedure, providing it does not exceed sixty (60) calendar days or in accordance with 12.01 (d).
- (d) The successful applicant shall be moved into the position within sixty (60) days of the position being accepted by the employee, unless another mutually agreeable date has been agreed to by the Union and the Employer.
- (e) Where the Employer intends not to fill a vacant position, or filling a vacant position is delayed longer than two (2) months, it shall inform the Union as to the reasons why of that decision in writing within fourteen (14) working days from the date of vacancy or as soon thereafter as possible.
- (f) Newly hired employees who have not yet completed their probationary period will not be eligible to apply to job postings unless the position provides for a change to their permanent status or classification.
- 12.02 Such posting shall contain the following information: job title, Initial FTE Allocation, position summary, location, initial work assignment, hourly salary range, skills and qualifications required.
- 12.03 Both parties recognize the principle of promotion within service of the Employer. Employees shall be selected for positions posted on the basis of their skill, ability, experience, qualifications and performance. Where these factors are relatively equal among the employees being considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. Notwithstanding the above, qualified internal applicants shall be considered before external applicants.
- Note: Seniority will be calculated based on the last complete pay period as of the date the posting expires.
- 12.04 Successful applicants and newly hired employees will not be considered for job postings or any subsequent vacancies for a period of nine (9) months from date of commencement in the new position, unless otherwise mutually agreed or which provides for a change in the following: classification, FTE, office location or permanent status.

- 12.05 The Union will be notified of all appointments, new hires, lay-offs, transfers, recalls and terminations of employment (including temporary employment) of those within the bargaining unit once monthly for the previous month.
- 12.06 (a) The successful applicant will be placed in the vacancy for a trial period not exceeding three hundred and fifty (350) hours worked and if the employee proves satisfactory shall be considered permanent to the vacancy.
- If the employee proves unsatisfactory during that time, or if the employee feels she is unable to perform the duties of the vacancy to which posted or the employee wishes to revert to her former position, such employee will be returned to her former position at her former salary or rate of pay, as will any other employee, who was promoted or transferred by reason of such placing. Any employee who was hired to fill a vacancy which ensued from the placement of the transferring employee into the new position may be discharged. If the former position referred to herein no longer exists, the employee(s) will receive notice of lay-off in accordance with Article 13 – Lay-Offs and Recalls.
- (b) If the applicant is returning to her former position under this clause, the Employer will give consideration in accordance with the provisions of 12.01 to those employees who were unsuccessful applicants for the initial vacancy and should the Employer place any such employee in the vacant position the above paragraph of this clause shall apply.
- 12.07 Unsuccessful applicants may, if they wish, inquire of the Director, Human Resources or designate as to the reason(s) for their non-acceptance.
- 12.08 (a) Vacancies which are not expected to exceed four (4) months may be filled and or posted at the discretion of the Employer. In filling such vacancies, consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. In the case of a vacancy, the Employer shall either fill the vacancy within a reasonable period of time or provide the Union with written notice that the Employer intends to postpone or not fill the vacancy.
- (b) Where a temporary vacancy occurs for a period of four (4) months or longer, the vacancy shall be posted. As a result of an employee being the successful applicant to a temporary posting, the first subsequent vacancy shall be posted. Any further subsequent vacancies need not be posted and the new vacancies shall be filled at the discretion of the Employer. The status of the regular employee shall not change where she is the successful candidate.
- 12.09 (a) Regular full-time, regular part-time or casual employees filling temporary positions may not apply for other temporary positions which begin before the expiry of their current temporary positions.

- (b) A temporary position will not extend past the original scheduled end date for a period longer than six (6) months, unless it is the result of a long-term disability or maternity/parental leave. In such case the temporary position will not exceed thirty (30) months. An extension past the six (6) month period requires Union approval.
  - (c) Any casual employee who accepts a temporary assignment within the bargaining unit will not be removed from the casual employee seniority list while on such assignment.
- 12.10 (a) Should any new classification(s) not covered by Appendix "A", be established within the bargaining unit during the life of this Collective Agreement, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer will notify the Union of such classification(s) and of the range of wage rates for such classification(s).
- (b) When any position not covered by Appendix "A", which is included in this bargaining unit, is established during the term of this Agreement, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, the Employer may determine a job classification and rate therefore, but the dispute may be submitted to grievance and arbitration. The Arbitrator shall be confined to comparison with rates already established under Appendix "A." The new rate shall become retroactive to the time the position was first filled by an employee.
- 12.11 Employees hired externally to temporary full-time positions may be released and such release shall not be the subject of a grievance or arbitration unless a claim can be made as indicated in Article 11.04.
- 12.12 An employee on leave of absence may apply for vacancies provided that she is available to start working within four (4) weeks of the commencement of the position unless the successful incumbent is on pregnancy/parental leave at which time they will commence the new position upon completion of their leave provided the delay does not significantly impact operations.

### **ARTICLE 13 - LAY-OFFS AND RECALLS**

- 13.01 (a) In the event of a pending lay-off of a permanent or long term nature, the Employer will notify the Union ninety (90) calendar days in advance of such lay-off and will meet with the Union immediately to review the following:
- (i) the reasons causing the lay-off;
  - (ii) the service which the Employer will undertake after the lay-off;

- (iii) the method of implementation, including areas of cutback and the employees to be laid off;
  - (iv) Methods of reducing the impact of the lay-off, which may include reducing hours rather than laying off employees. Where the Employer and/or the Union can demonstrate that some other alternative(s) is in the best interest of the South East Local Health Integration Network clients, agreement on the alternatives shall require the consent of both parties.
- (b) It is understood that if a lay-off is necessary, all casual employees shall be laid off first in order of reverse seniority, it being understood that casual employees are not entitled to any bumping rights.
- 13.02 (a) An employee in receipt of notice of lay-off may, if qualified to do the work to be performed, displace an employee with less bargaining unit seniority, in the following order, according to the following provisions:
- (i) she may displace a junior employee in the reverse order of seniority (starting at the bottom of the most up-to-date seniority list) who is in the same classification or lower rated classification, same or different hours of work, in her present office location;
  - (ii) failing the availability of such a position, she may displace a junior employee in the reverse order of seniority in the same classification or lower rated classification (starting at the bottom of the most up-to-date seniority list), same or different hours of work in any location;
  - (iii) failing the availability of such a position, she may displace a junior employee in reverse order of seniority in any classification, equal, different, or fewer number of hours of work, in any location.
  - (iv) she may accept the lay-off and be placed on the recall list.
- 13.02 (b) **Placement on the Wage Grid Following Displacements**
- (i) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification at the step which provides the rate of pay closest to her current rate of pay.
  - (ii) If an employee is displacing to a higher rated classification, the employee will go to the increment level which will not result in a decrease in salary and will then progress in accordance with the time spent in the new classification.
  - (iii) If displacing into another classification, the displacing employee must meet the normal requirements of the position. It is acknowledged that training and orientation will be provided as necessary.

- (c) An employee will inform the Employer in writing of her decision to displace or accept the lay-off within five (5) calendar days of the receipt by the employee of her notice of lay-off or of being displaced by another employee.
- 13.03 (a) Employees will be recalled from a lay-off to an available opening in order of seniority, provided they are qualified to do the work, before such opening is filled under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (b) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the third day following the date of mailing). 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 on record with the Employer.
- (c) An employee recalled to work in a different classification from that 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.
- 13.04 In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- 13.05 No new employee will be hired until qualified employees on lay-off have been given opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision. Should an employee who is recalled be found unable to perform the duties of the position she will revert to lay-off.
- 13.06 Notice of termination and severance pay will be provided in accordance with the *Employment Standards Act*.
- 13.07 The Employer agrees to pay its share of coverage for all employee benefit plans for employees laid off for periods of sixty (60) days or less, provided that the employee pays her share of the said benefit plans and conditional that an employee who takes employment outside of the bargaining unit shall forfeit her rights under this Article.
- 13.08 In the event that an employee's position is relocated to another site more than thirty-five (35 km) from her current site, and she does not wish to transfer with her job, such employee may exercise her rights under this Article and the vacancy will be staffed in accordance with Article 12 - Job Postings.

## **ARTICLE 14 – HOURS OF WORK**

### **14. 01 No Guarantee of Hours**

- (a) The following provision designating regular hours per day or days per week over the schedule determined by the South East Local Health Integration Network shall not be construed as a guarantee of hours of work to be performed in each day or during each schedule.

- (b) **Shift Cancellation**

Cancellation of an occasional shift does not constitute a lay-off.

### **14.02 (a) Regular Full-Time**

- (i) The regular hours of work for all full-time employees, excluding meal periods shall be seventy (70) hours in a biweekly pay period and shall be scheduled between 7 a.m. – 11 p.m.
- (ii) The Employer agrees that employees shall not be required to take time off to avoid payment of overtime.
- (iii) The allocation of staffing and scheduling of work will support all hours of operation and are subject to change to meet the needs of the South East Local Health Integration Network clients. Such change in hours will not be effected without prior discussion with the Union. The Employer will provide at least four (4) weeks' notice to affected employees unless otherwise agreed between the parties.
- (iv) Nothing in this provision restricts the Employer from establishing and or maintaining afternoon, evening, or weekend shifts, and shifts of up to twelve (12) hours inclusive of paid breaks and sixty (60) minutes of unpaid meal time.

### **14.02 (b) Regular Part-Time**

- (i) The regular hours of work for all part-time employees, excluding meal periods shall be less than seventy (70) hours in a biweekly pay period and shall be scheduled between 7 a.m. – 11 p.m.
- (ii) The Employer agrees that employees shall not be required to take time off to avoid payment of overtime.
- (iii) The allocation of staffing and scheduling of work will support all hours of operation and are subject to change to meet the needs of the South East Local Health Integration Network clients. Such change in hours will not be effected without prior discussion with the Union. The Employer will provide at least four (4) weeks' notice to affected employees unless otherwise agreed between the parties.



- (iv) Nothing in this provision restricts the Employer from establishing and or maintaining afternoon, evening, or weekend shifts, and shifts of up to twelve (12) hours inclusive of paid breaks and sixty (60) minutes of unpaid meal time.

(c) **Extended Services**

- (i) The normal daily extended services shift may extend beyond seven (7) hours and not exceed eleven (11) consecutive hours, exclusive of a total of one (1) hour of unpaid meal time and is subject to all hours of operation.
- (ii) Where the duration of a shift worked is between seven (7) hours and eleven (11) hours worked, employees working such shifts will be entitled to a third paid rest period of fifteen (15) minutes after completion of seven (7) hours of work. In addition, such employees will be entitled to one (1) hour of unpaid meal time.
- (iii) The Employer agrees that employees shall not be required to take time off to avoid payment of overtime.
- (iv) The allocation of staffing and scheduling of work will support all hours of operation and are subject to change to meet the needs of the South East Local Health Integration Network clients. Such change in hours will not be effected without prior discussion with the Union. The Employer will provide at least four (4) weeks' notice to affected employees unless otherwise agreed between the parties.
- (v) Employees shall not be pre-scheduled in excess of seven (7) consecutive shifts.

14.02 (d) Should the Employer receive a directive from the Ministry of Health and Long Term Care and/or the South East LHIN that will change the hours of operation, the Employer will meet with the Union prior to implementation to discuss the methods of implementing the changed hours of operation, in order to comply with such directives.

- (e) Employees who are currently in positions not previously posted as "all hours of operation" shall continue to work their current hours until such time as they accept a permanent position which includes "all hours of operation". The foregoing shall apply only until such time as the Employer provides thirty (30) days notice of any change to such hours/days or as provided for in 14.02 (d).

14.03 No employee shall be required to work split shifts.

14.04 **Rest Period**

All employees shall be entitled to two (2) rest periods per day of fifteen (15) minutes duration in a seven (7) hours shift without reduction in pay and without increasing the regular working hours. It is understood and agreed that an employee cannot accumulate paid rest periods in order to shorten any workday.

#### 14.05 **Scheduling Provisions**

- (a) The allocation of staffing and scheduling of work will support all hours of operation as outlined in Article 14.02.
- (b)
  - (i) Should the Employer be required to change the schedule of hours or days off with less than forty-eight (48) hours of notice the employee involved in such change will be paid time and one-half (1½) the regular straight time hourly rate for the first shift of the new schedule.
  - (ii) Scheduling of an employee for a shift of less than four (4) hours will be for the purposes of in-service for or by the employee or to schedule the employee to attend a meeting.
- (c) Work schedules covering a six (6) week period will be posted at least two (2) weeks in advance that includes known absences. Requests for change in scheduling will be submitted two (2) weeks prior to posting where possible. Any late requests shall not be unreasonably denied.
- (d) Employees shall receive a minimum of twelve (12) hours off between shifts.
- (e) A mutual exchange of a scheduled shift shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval by the Employer. The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable. Employer approval shall not be unreasonably withheld.
- (f) Regular full-time employees, regular part-time employees and casual employees filling a temporary position of three (3) months or longer, may, by mutual agreement of the employee and the Employer, alter the number of hours worked in a day to provide for flex time to be taken during the pay period. This arrangement is not meant to provide for a compressed work week. If circumstances prevent the reconciliation of work hours owing by either party within the pay period, the hours of work must be reconciled within the next two (2) pay periods. No additional flex time will be approved until the hours of work have been reconciled.
- (g) Regular part-time employees will have regularly prescheduled hours. Additional shifts will first be offered to part-time employees within their assigned team or assigned office location by seniority who indicate an interest in such work, and then to casual employees.

Refusal of such extra work will not prejudice the employee's status, and acceptance on an intermittent basis does not remove an employee from part-time status.
- (h) Should a casual employee decline an offer of a shift on any calendar day, the employee will not be offered a shift at an alternate location/assignment on the same calendar day.

#### 14.06 **Weekends Off**

An employee will not normally be scheduled to work more than one (1) in every four (4) weekends, except where vacation or unexpected absences necessitate such arrangement. In the event she works more than one (1) weekend in three (3) she will be compensated at time and one-half (1½) her regular hourly rate for such extra weekend.

If the South East Local Health Integration Network, notwithstanding its best efforts, is unable to meet this standard and a weekend off is not granted within the specified time periods above time worked on such weekend but not subsequent weekends, shall be paid at the rate of time and one-half (1½). This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by the employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (iv) such weekend worked was accepted as additional hours in the case of part-time/casual employee.

#### 14.07 **No Pyramiding**

It is understood and agreed that there shall be no pyramiding of overtime and/or shift premiums under the provisions of the Collective Agreement arising out of the foregoing undertakings.

#### 14.08 **Reporting Pay**

An employee who reports for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the South East Local Health Integration Network. The reporting allowance outlined herein shall not apply whenever an employee has received not less than four (4) hours notice not to report for work.

An employee must accept available work as assigned. In case of cancellation or change of a scheduled shift if the employee is not given at least four (4) hours' notice of cancellation she shall be entitled to four (4) hours pay or four (4) hours work within her classification at the option of the South East Local Health Integration Network.

Refusal by the employee to work in an assigned area within her assigned office location will result in non-payment of this provision. This does not apply to part-time employees who make individual arrangements for less than four (4) hours of work per shift, or who were prescheduled for less than four (4) hours.

#### **14.09 Evening, Weekend and Holiday Relief**

If it is necessary to staff a vacant prescheduled evening, weekend or holiday shift, the Employer will first request from the qualified volunteers with recent and related experience relevant to the vacant assignment starting with part-time, then casual, then full-time staff in order of seniority. It is understood and agreed that acceptance of such shift by a part-time or casual volunteer will not incur overtime premiums but will be subject to Article 16 - Paid holidays. If no volunteer is found the shift will be assigned as follows:

The Employer will assign the shift to relevant team staff on a rotating basis in reverse order of seniority according to the following principles:

- (i) Each employee will only be assigned to one of the shifts to be filled unless an employee agrees or requests to work both shifts. The Employer will ensure that an employee working such entire weekend will not be scheduled to work the day following the weekend.
- (ii) Each employee so assigned will receive pay at time and one-half (1½) her regular hourly rate of pay for the hours so assigned and worked, and will be allowed to bank such time in accordance with the current compensating time provisions as provided in Article 15.03.
- (iii) Each employee so assigned to a shift on a designated holiday shall receive payment in accordance with Article 16 - Paid Holidays.
- (iv) Employees may exchange among themselves such assigned shifts providing no further premium payments are incurred.
- (v) It is understood that at no time will an employee be assigned to work if they have been approved for vacation or other pre-approved leaves of absence under this Agreement.
- (vi) Where an employee volunteers or is assigned an additional shift in accordance with this Article it will be counted as a turn worked.

14.10 With the approval of management an employee may be allowed to work out of worksites other than that to which their position is assigned providing both parties agree.

14.11 Unless otherwise agreed by the Union and the Employer, work performed by full-time employees will not be assigned to part-time employees for the purpose of eliminating full-time positions.

#### **ARTICLE 15 – OVERTIME**

15.01 Overtime is defined as any hours which management authorizes an employee to work beyond the normal work day or in excess of seventy (70) hours in a pay period.

15.02 Overtime shall be at the rate of time and one-half (1½) the employee's basic hourly wage rate.

15.03 Employees shall be entitled to the following regarding overtime payment:

- (a) Payment of overtime premium at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for the time so worked; or,
- (b) Lieu time off at the rate of one and one-half (1½) times the time so worked to a maximum of thirty-five (35) straight time hours, to be taken at a time that is mutually agreeable to the employee and the Employer. Lieu time in excess of thirty-five (35) straight time hours will be paid out.

15.04 (a) Overtime requires Employer approval in advance unless impossible. The Employer will make every effort to ensure that it has a representative available to deal with requests for overtime approval.

- (b) Overtime shall be made available to employees who are willing and qualified to perform the available work. Work beyond the normal length of a daily shift will not be unreasonably refused by an employee. If overtime is pre-planned more than forty-eight (48) hours in advance, it will be offered to employees within the team, based on seniority, who are willing and qualified to perform the available work.

- (c) Confirmed overtime, at least twenty-four (24) hours in advance, will be considered scheduled time. Any cancellation with less than four (4) hour's notice, the employee will receive four (4) hours compensation or the length of the time scheduled, whichever is less.

#### 15.05 **Call Back**

A regular full-time or part-time employee who is called back to work outside her regular working hours shall be paid for a minimum of four (4) hours at time and one-half her straight time hourly rate.

Employees shall be entitled to the following regarding call back payment:

- (a) Payment of call back at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for the time so worked; or,
- (b) Lieu time off at the rate of one and one-half (1 ½) times the time so worked to a maximum of thirty-five (35) straight time hours (same total bank as referenced in Article 15.03 (b)), to be taken at a time that is mutually agreeable to the employee and the Employer. Lieu time in excess of thirty-five (35) straight time hours will be paid out.

## **ARTICLE 16 - PAID HOLIDAYS**

- 16.01 (a) The following shall be recognized as holidays to be paid for at regular rates, for all regular full-time employees:

New Year's Day	Labour Day
Family Day	National Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Last working Day before Christmas Day (1/2 day p.m.)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Last working day before New Year's Day (1/2 day p. m.)

- (b) If the Federal or Provincial Governments declare a paid holiday other than the holidays listed above such new holiday shall be added to 16.01, provided the new holiday is declared during the term of this Collective Agreement.
- 16.02 If a holiday falls on a Saturday or a Sunday, it shall be observed on the preceding or following working day at the discretion of the Employer. Such holidays shall be posted on the intranet at least six (6) months in advance of the holiday except for the Canada Day and Christmas/New Year's holidays.
- 16.03 (a) When any of the foregoing holidays outlined in Article 16.01 occurs during an employee's vacation period, such day(s) shall not be counted as vacation days.
- (b) Where a holiday falls on a regular full-time employee's scheduled day off, an additional day off with pay will be scheduled.
- 16.04 In order to qualify for pay for a holiday, an employee shall complete her full scheduled shift on each of the working days preceding and following the holiday concerned unless excused by the Employer or the employee was absent due to:
- (a) legitimate illness or accident, which commenced within a month of the date of the holiday;
- (b) vacation granted by the Employer;
- (c) the employee's regular scheduled day off;
- (d) a paid leave of absence provided the employee is not otherwise compensated for the holiday.
- 16.05 An employee absent on an authorized leave of absence shall not be eligible for paid holidays observed more than thirty (30) days after such leave of absence commenced.

16.06 **Holiday Payment (Full-Time and Part-Time)**

(a) **Full-Time**

(i) A full-time employee who works on any of the above designated paid holidays shall be entitled to time and one-half ( $1\frac{1}{2}$ ) her regular straight time hourly rate for all time worked on such fixed holiday, and in addition, she shall receive a lieu day off with pay in the amount of her regular straight time rate of pay for a normal day.

(ii) By mutual agreement with her Manager the full-time employee who works a paid holiday may have one of the following options:

one (1) day's pay at time and one-half ( $1\frac{1}{2}$ ) the regular rate and one day off for the day worked to be scheduled at a mutually agreeable time

or

one (1) day's pay at time and one-half ( $1\frac{1}{2}$ ) the regular rate and one (1) day's pay at the regular rate for the day worked.

A full-time employee may only accumulate a maximum of fourteen (14) hours paid holidays which must be taken prior to December 15<sup>th</sup> in the calendar year in which they were earned or they will be paid out.

Any days earned after December 15<sup>th</sup> in the calendar year are taken in the following year prior to December 15<sup>th</sup> or the days are paid out.

(iii) When a holiday falls on a scheduled day off, a full-time employee shall be scheduled another day off with pay.

(iv) Where a full-time employee is required to work authorized overtime in excess of her regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half ( $2\frac{1}{2}$ ) times her regular straight time hourly rate for such additional overtime.

(b) **Part-Time**

(i) A part-time employee who is required to work on any of the above designated holidays shall be entitled to time and one-half ( $1\frac{1}{2}$ ) her regular straight time hourly rate for all time worked on such fixed holiday.

(ii) Where a part-time employee is required to work authorized overtime in excess of her regularly scheduled hours on a holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half ( $2\frac{1}{2}$ ) times her regular straight time hourly rate for such additional authorized overtime.

## **ARTICLE 17 – VACATIONS**

17.01 The vacation year shall be from January 1 to December 31.

17.02 (a) A full-time employee who has completed less than one (1) year of continuous service shall be entitled to three (3) weeks' annual vacation. Payment for such vacation shall be pro-rated in accordance with her service from date of hire to December 31<sup>st</sup> in the first vacation year of employment.

(b) All employees shall receive vacations with pay based on length of full-time continuous service as follows:

An employee who has completed one (1) year of service but less than three (3) years shall be entitled to three (3) weeks of annual vacation with pay (six percent (6%) of earnings).

An employee who has completed three (3) years of service but less than twelve (12) years shall be entitled to four (4) weeks of annual vacation with pay (eight percent (8%) of earnings).

An employee who has completed twelve (12) years of service but less than twenty-one (21) years shall be entitled to five (5) weeks of annual vacation with pay (ten percent (10%) of earnings).

An employee who has completed twenty-one (21) years or more shall be entitled to six (6) weeks of annual vacation with pay (twelve percent (12%) of earnings).

An employee who has completed twenty-eight (28) years or more shall be entitled to six (6) weeks of annual vacation with pay plus one (1) additional day for each additional year of service completed to a maximum of seven (7) weeks (fourteen percent (14%) of earnings).

17.03 (a) The Employer will post by February 1st a vacation preference list in each office of the South East Local Health Integration Network and each employee should indicate prior to March 31<sup>st</sup> her preference(s) for vacation period. Vacation requests submitted on the posted vacation preference list will be granted according to seniority within each classification within each scheduling unit/work group or team. Vacation requests received thereafter will be granted in order of receipt.

The Employer will meet with the Union in January of each year, or earlier if possible, to discuss the teams to be utilized for purposes of vacation scheduling and a list will be provided to the Union by the end of February each year.



Responses for vacation requests which are submitted on the posted vacation preference list will be as follows:

Posted Feb 1 removed March 31	Response Due
June 15 – March 31 [of the subsequent calendar year]	May 1
Posted February 1 removed December 31	Response Due
April 1 – June 14 (of the subsequent calendar year)	Feb 15

- (b) Notwithstanding the above, the Employer shall make every effort to respond as quickly as possible.
  - (c) If there is a conflict in granting vacation requests, seniority will govern for requests totalling no more than four (4) weeks each calendar year per employee.
    - (i) The minimum request under this clause is a block of seven (7) calendar days beginning on a Saturday (which will at least cover one (1) vacation week according to the Employer's practice).
    - (ii) Requests for individual days during the period June 15 to September 15 will be considered after requests for blocks of seven (7) calendar days have been granted.
    - (iii) It is understood and agreed that any vacation cancellation requests received for this period after the approvals have been provided, are to be submitted as cancellations in the same blocks of seven (7) days.
  - (d) Approvals will be granted based on the needs of each scheduling unit/work group or team. The remainder of the vacation year may be taken in weeks or individual days. Granting of individual days will not be unreasonably denied.
  - (e) An employee who works the Christmas, (December 24, 25 or 26) or New Years (December 31 or January 1) holiday will not be scheduled to work such holiday day the next year, unless mutually agreed otherwise.
- 17.04 Employees who have taken vacation and terminate their employment with the Employer or commence an approved Leave of Absence, in accordance with Article 19, before such vacation has been earned will be deducted in their final pay for these vacation days which have been received but not earned.

Likewise, if an employee is terminated or commences an approved Leave of Absence, in accordance with Article 19 before receiving all vacation days which she has earned, an addition will be made to her final pay for the vacation days which have been earned but not received.

- 17.05 A maximum of thirty-five (35) hours vacation may be carried forward to the next calendar year. In exceptional circumstances the employee may submit a request for up to an additional thirty-five (35) hours vacation carry over for consideration by the Employer.
- 17.06 Where an employee's scheduled vacation is interrupted or interfered with due to serious personal illness or injury and is either hospitalized, or bedridden at home as certified by a qualified medical practitioner's certificate, such period of illness shall be considered sick leave. Where an employee's scheduled vacation is interrupted due to bereavement the employee shall be entitled to bereavement leave in accordance with Article 19.02. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

## **ARTICLE 18 – DISABILITY INCOME PROTECTION**

### **18.01 Short Term Disability**

In this section the word "month" shall mean a calendar month. All regular full-time employees absent from work due to an illness are eligible for sick leave pay for up to fifteen (15) weeks. Either full salary or two-thirds (2/3) salary will be paid as identified in the benefit periods below:

For full-time (F-T) employees with less than three (3) months' service entitlement shall be one and one-half (1½) days' sick leave, with two-thirds (2/3) pay, for each month of service (four and one-half (4½) days maximum).

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

- 18.02 (a) The total fifteen (15) week sick leave benefit period is provided to an employee only once each calendar year. If an employee is away from the workplace due to illness and returns to work before the fifteen (15) week sick leave benefit is exhausted and then is away from the workplace again due to illness the employee has the balance of remaining sick leave benefit entitlement for that calendar year.
- (b) The total fifteen (15) week sick leave benefit period represents the short-term disability waiting period for Long-Term Disability (LTD) benefits, if an employee is approved by the LTD carrier.
- 18.03 Incidental sick leave days are deducted from the total fifteen (15) week sick leave benefit period in each calendar year.
- 18.04 If an employee is approved for LTD disability benefits, having exhausted the total fifteen (15) week sick leave benefit period, and the employee returns to work within the same calendar year the employee then:
- (a) Completes three (3) weeks of continuous full-time employment and has less than fourteen (14) years of service, the reinstated fifteen (15) week sick leave benefit is at two-thirds (2/3) salary only.
- (b) Completes three (3) weeks of continuous full-time employment and has fourteen (14) years of service or more, the reinstated fifteen (15) week sick leave benefit is at full salary.
- (c) Does not complete three (3) weeks of continuous full-time employment and the employee goes off sick for the same or related disability that she just returned from, the LTD carrier will be notified and LTD benefits may resume.
- (d) Does not complete three (3) weeks of continuous full-time employment and goes off sick for a different illness from that which she just returned, the employee will receive sick leave benefits at two-thirds (2/3) salary no matter their length of service and to a maximum of fifteen (15) weeks.
- 18.05 If an employee is not approved for LTD disability and has exhausted the total fifteen (15) week sick leave benefit period and the employee remains off work, no salary will be paid to the employee until the employee returns to work. When the employee returns to work, and:
- (a) Completes three (3) weeks of continuous full-time employment and has less than fourteen (14) years of service, the reinstated fifteen (15) week sick leave benefit is at two-thirds (2/3) salary only.
- (b) Completes three (3) weeks of continuous full-time employment and has fourteen (14) years of service or more, the reinstated fifteen (15) week sick leave benefit is at full salary.

- (c) Does not complete three (3) weeks of continuous full-time employment and goes off sick for the same or related disability from which she just returned, no salary will be provided to the employee.
  - (d) Does not complete three (3) weeks of continuous full-time employment and goes off sick for reason of a different illness from that which she just returned, she will receive sick leave benefits at two-thirds (2/3) salary no matter her length of service and to a maximum of fifteen (15) weeks.
- 18.06 If an employee commences sick leave benefits in one calendar year and remains on sick leave benefits over a change in calendar years the employee must return to work and complete three (3) weeks of continuous full-time employment for the new calendar year benefits to apply.
- 18.07 Salary, based on provisions in Article 18.01 shall not be lost for absence on account of illness provided the employee notifies the manager or designate and the employee has sick leave benefits from which the time shall be deducted. When an illness occurs within the work day the full period of absence will be deducted from the regular full-time employee's sick leave benefits.
- 18.08 An employee must report any illness or absence in accordance with the policies of the organization, except in the case of an emergency. The employee should advise her manager of the expected duration of the absence in accordance with South East Local Health Integration Network policy.
- 18.09 Full-time employees shall be eligible to apply for STD benefits for time lost owing to (1) illness, (2) injury, and (3) exposure to a communicable disease for which the employee has been quarantined by the Medical Officer of Health, to the full extent of their sick pay credits, except where an award is made under the *Workplace Safety & Insurance Act*.
- 18.10 (a) An eligible full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for workers' compensation for a period of longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefits she would receive from Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the STD plan. Payment will be provided only if the eligible full-time employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payment will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for worker's compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the Employer's short-term disability plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- (b) Where an employee is absent owing to incapacity and an award has been made by the Workplace Safety and Insurance Board, the employee shall receive the difference between her salary or rate of pay and the rate payable under such award to the extent of the employee's sick pay credits.

18.11 An employee, absent through illness on paid holidays observed by the Employer, shall be paid at the salary rate being paid at that time, provided sick leave pay is being made and provided that the employee is entitled to such holiday pay in accordance with Article 16 – Paid Holidays.

18.12 The Employer shall have the right at any time to require that an employee who is absent on account of illness be examined and reported upon by a legally qualified physician.

When the Employer requires that an employee be examined and reported upon by the employee's legally qualified attending physician (or Nurse Practitioner where the Carrier allows) such report shall contain sufficient information for the Employer to verify the legitimacy of the absence and that the employee is unable to work, and/or the employee's ability to return to work.

The Employer may delegate this responsibility to an outside party.

18.13 (a) The qualifying period is the period of disability before sick pay benefits commence. There is no qualifying period for the first three (3) periods of Total Disability in a calendar year. No benefit is payable for the first two (2) days of absence in the fourth and subsequent periods of Total Disability in a calendar year when the total number of sick days is more than eight (8) days per year. A period of Total Disability may include more than one absence if such absences are from the same or related cause and are separated by a period of less than three (3) weeks.

- (b) Whenever an employee's days of illness exceed sick pay entitlement, the excess days over the amount of such entitlement shall be without pay.

18.14 Any part of the annual vacation which may be due shall be allowed an employee who is absent owing to illness if sick pay entitlement is exhausted.

18.15 The date for sick leave purposes is the employee's service date. The service date will be adjusted for the full period for unpaid absences in accordance with the Effect of Absence clause.

18.16 When a member of the bargaining unit is absent on a leave of absence without pay for any reason, or is laid off on account of lack of work, she shall not be entitled to Short Term Disability benefits under this Article during such leave or lay-off.

### **18.17 Long Term Disability**

- (a) The Employer will pay one hundred per cent (100%) of the cost of the premiums of a Long Term Disability Income Protection Plan, to provide coverage for eligible members of the bargaining unit who have exhausted Short Term Disability Benefits and continue to be unable to report to work as a result of disability due to illness or accident. Coverage shall be to a maximum of sixty-six and two-thirds percent (66-2/3%) of salary (maximum four thousand dollars (\$4,000.00) per month) and shall commence following exhaustion of the short term disability plan.
- (b) Entitlement to Long Term Disability benefits shall be subject to the terms and conditions of the insurance policy. The Employer agrees to advocate on behalf of the member when there is a dispute between the insurer and the member.

Long Term Disability	Employer funds 100% of premium
Benefit Amount	66 2/3 % of monthly earnings
Maximum	\$4,000.
NEM	\$4,000.
Qualifying Period	15 weeks
Max Benefit Period	To age 65 (Disabled between 64 and 65 benefits cease at age 65)
Definition of Disability	24 month own occupation
Taxable	Yes
Offsets	Primary

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 Personal Leave of Absence**

The Employer may grant a request for leave of absence for personal reasons without pay provided the employee gives reasonable notice, in writing, unless impossible. Employees when applying for such leave shall indicate the proposed date of departure and the expected date of return. Such leave shall be for good and sufficient cause. A request for a period of fourteen (14) consecutive calendar days or less may be approved by the employee's immediate supervisor. Requests for personal leaves that exceed fourteen (14) days will be submitted to the immediate supervisor for approval by the Director, Human Resources & Labour Relations Service Delivery. Such requests will be subject to the terms of Article 10.07. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

### **19.02 Bereavement Leave**

- (a) Leave with pay to a maximum of five (5) consecutive scheduled working days (which would not extend beyond seven (7) calendar days) with pay for the death of spouse (including same sex partner or common-law partner), mother, father, child, stepchild, grandchild. One of the days of the leave shall include the day of the funeral or equivalent service.

- (b) Leave with pay to a maximum of five (5) consecutive calendar days with pay for the death of a step-mother, step-father, legal guardian, brother, sister, mother-in-law, father-in-law. One of the days of the leave shall include the day of the funeral or equivalent service.
- (c) Leave with pay to a maximum of three (3) consecutive calendar days with pay for the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother and grandfather. One of the days of the leave shall include the day of the funeral or equivalent service.
- (d) For the purposes of the leaves in (a), (b), and (c) above, in the event of a delayed interment or ceremony for reason of religion or other protected grounds under the *Ontario Human Rights Code*, an Employee may save one (1) of the days identified above without loss of pay to attend the interment or ceremony if there is one and it is delayed.
- (e) An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service or equivalent, for her aunt, uncle, niece, nephew.
- (f) If additional time is requested for above items (a), (b), (c), (e), then such additional time with or without pay may be granted by the Employer.
- (g) The intent of this Article is not to convert an unpaid leave into a paid leave. For the purposes of this clause only, sick leave greater than thirty (30) days and LTD, are deemed to be unpaid leave.

#### 19.03 **Political Leave**

Upon written request, the Employer will grant leave of absence of up to one (1) year without pay so that employees may be candidates in a federal, provincial or municipal election. Seniority will not be accrued or lost during such leave.

#### 19.04 **Pregnancy and Parental Leave**

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible, the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The employee shall reconfirm or otherwise submit their intention to return to work by written notification at least four (4) weeks in advance. The employee shall be reinstated to their former position, unless the position has been discontinued in which case they shall be given a comparable job.

- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the Employee were actively at work, for the period of the pregnancy leave of seventeen (17) weeks and/or the period of the parental leave of up to sixty-one (61) weeks. The employee must give the Employer written notice that she does not intend to make her contributions, if any.
- (e) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration (63 weeks when pregnancy leave is not taken).
- (f) The employee shall give the Employer two (2) weeks' written notice of the date parental leave is to begin unless exempt under the *Employment Standards Act*. Parental leave ends sixty-one (61) weeks (63 weeks when pregnancy leave is not taken) after it began or an earlier day if the employee gives the Employer at least four (4) weeks' written notice of that day.
- (g) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety percent (90%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).



- (h) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the Employment Standards Act. An employee, who is eligible for parental leave in accordance with the Employment Standards Act, because she/he is an adoptive parent or the natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (i) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety percent (90%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and other earnings. Such payment shall commence following completion of the required Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance remittance statement as proof that she is in receipt of Employment Insurance Benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).

Where an employee elects to receive parental benefits pursuant to Section 12(3) (b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

Note the changes in SUB payment would apply to any leave commencing on or after January 1, 2019.

- (j) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under this plan.

- (k) The Employer will continue to make Employer contributions for the benefit premiums in which the employee is enrolled and wishes to continue during such leave. The employee would be responsible to pay his/her portion of premium benefits where the Employer pays less than one hundred percent (100%).
  - (i) For the period of the pregnancy and/or parental leave for the mother up to a maximum of seventy-eight (78) weeks.
  - (ii) For the period of parental leave for the father up to a maximum of sixty-three (63) weeks.
  - (iii) For the period of the adoption leave for the parent up to a maximum of sixty-three (63) weeks.
- (l) Employees newly hired to replace employees who are on approved pregnancy/parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period. The employee shall be credited with days worked towards the probationary period to a maximum of two hundred and ten (210) hours worked. The Employer will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- (m) The period of leave will be considered as continuous service for purposes of seniority, annual increments and length of vacation entitlement.

#### 19.05 **Union Leave**

- (a) Leaves of absence without pay for the purpose of attending Union conventions or Union education seminars may be granted upon written request by the Union to the Employer at least two (2) weeks in advance of the start of such leave. Such leave will be granted to not more than four (4) employees at any one time and will not include more than two (2) employees from each area (Belleville, Kingston, Smiths Falls/Brockville). Such leaves will be granted subject to staffing and/or client needs but shall not be unreasonably denied.
- (b) Leave of absence with pay and with accumulation of seniority shall be granted, upon request to the Employer, by the Union, for the purpose of allowing two (2) employees elected or appointed to represent the Union at the Union National Convention. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of C.U.P.E. The total number of days for these purposes shall not exceed an aggregate of fifteen (15) working days in a calendar year. Such leaves will be granted subject to staffing and/or client needs but shall not be unreasonably denied.

- (c) The Employer will continue to pay the employee provided the employee has been scheduled to work, when on approved leave of absence for Union business in accordance with (b) above. The Employer will bill the Union in order to recover the cost of the employee's salary and benefits during the period of such Union leave of absence. Such billing shall be done within forty-five (45) days of the month end following the employee's return to work and the Union will forward payment within forty-five (45) days of receipt of the bill.
- (d) The aggregate total of all Union leave days as set out above shall not exceed ninety (90) days in a calendar year.
- (e) Any employee who is elected or selected for a full-time position within the Union, must apply in writing for, and shall be granted by the Employer, leave of absence without pay for the term of her office. The total consecutive years of leave shall not exceed two (2) years. Seniority and service will be retained but will not accrue during the period of leave. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.

#### 19.06 **Jury/Witness Duty Leave**

An employee required to serve on jury duty, or as a witness in a court of law in which the crown is a party, at an inquest, or as a witness in a case arising out of her employment, shall not lose regular pay, benefits, or seniority, because of such attendance, provided that the employee:

- (a) shall notify the Supervisor/Manager, as soon as possible, when required to serve under any of the above circumstances;
- (b) presents proof of service requiring her attendance;
- (c) deposits with the Employer the full amount of compensation received less expenses, for such service;
- (d) will normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to work the afternoon shift (without prejudice), she shall not be required to attend court then report for duty the same day.
- (e) Time off for which an employee would be entitled to pay under this clause where she is summoned to court for any duty except jury duty shall be limited to five (5) days per case.

In addition to the foregoing, where an employee 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 at the Local Health Integration Network on her/his regularly scheduled day off, the Local Health Integration Network will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Local Health Integration Network is unable to reschedule the employee and, as a result, she/he is required to attend on a regular day off, she/he shall be paid for all hours actually spent at such Hearing at the rate of time and one-half (1½) her regular straight time hours rate subject to (a), (b) and (c) above.

#### 19.07 **Care Leave**

- (a) Employees will be granted up to thirty-five (35) hours leave in each calendar year for the purpose of providing or arranging for unexpected care for the employee's spouse, dependant or parent(s), or to accompany them to obtain unexpected medical care.
- (b) Fifty percent (50%) of the leave granted under this clause (up to seventeen and one-half (17.5) hours) shall be provided by the Employer as paid leave. The remaining fifty percent (50%) (up to seventeen and one-half (17.5) hours) will be contributed by the employee from the employees accrued leave entitlements (if any). If the employee has no accrued leave entitlement the employee will take her portion of the leave as unpaid leave.
- (c) In each case where leave is granted, fifty percent (50%) of the leave will be paid for by the Employer (to a maximum of seventeen and one-half (17.5) hours) and fifty percent (50%) by the employee, as per the preceding paragraph.
- (d) Care Leave will include all purposes under Section 50.0.1 (1) of the *Employment Standards Act, 2000*. Employees accrue seniority and service while on such leave.
- (e) To clarify, this Article, and other clauses in the current Agreement that provide for paid or unpaid leaves for purposes under the new *Employment Standards Act* provisions, will be deemed to offset the requirement for the Employer to provide for three (3) days of unpaid leave to the extent that the Care Leave clause, and other leave clauses are accessed during the course of a year.
- (f) It is understood employees may use the above days for personal medical appointments. Any request will not be unreasonably denied.

#### 19.08 **Education Leave**

- (a) Leave of absence, without pay, for the purpose of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to the Director, Human Resources & Labour Relations Service Delivery or her designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time employee may request a leave of absence without loss of earnings from her regularly scheduled working hours for the purposes of writing any examinations in any recognized course providing approval from the Manager for such paid time off has been received at least two weeks prior to the date of the examination. Approval will be based on the Employer's assessment of the need for the education in relation to the employee's job duties.

- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the employee's employment with the Employer, may be granted at the discretion of the Employer upon written application by the employee to the Director, Human Resources and Labour Relations Service Delivery or designate. Registration fees and reasonable expenses for such meetings may be paid by the Employer at the discretion of the Employer.

## **ARTICLE 20 - EMPLOYEE BENEFITS**

20.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium cost to eligible full-time employees in the active employ of the South East Local Health Integration Network for the benefit plans set out below. The Employer recognizes its obligation to maintain its portion of the premium costs during the period an employee is on pregnancy or parental leave for the periods specified in the *Employment Standards Act*. Eligibility, benefits, and entitlement to benefits set out below are subject to the terms and conditions, including any enrolment requirements, of the specific insurer's benefit plans.

### **Semi Private Hospital Plan**

The Employer agrees to pay one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a Semi-Private Plan.

### **Extended Health Care**

The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under an Extended Health Care Benefits Plan which includes an annual deductible of twenty-two dollars and fifty cents (\$22.50) single and thirty-five dollars (\$35.00) family. In addition to standard benefits, coverage will include hearing aids maximum of five hundred (\$500.00) dollars every sixty (60) months, and vision care.

### **Vision**

Vision care maximum will be set at three hundred and seventy-five dollars (\$375.00) per person every twenty-four (24) months and may be applied against laser surgery. Effective the start of the first month after ratification (July 1, 2024) increase to four hundred and twenty-five dollars (\$425.00) per person every twenty-four (24) months. For purposes of eye examinations, a further ninety dollars (\$90.00) per twenty-four (24) months per person will be provided for persons over age eighteen (18), and a further ninety dollars (\$90.00) will be provided every twelve (12) months for persons age eighteen (18) and under.

### **Dispensing Fee**

Dispensing fee per prescriptions will be capped at nine dollars and twenty-five cents (\$9.25) per script. Effective the start of the first month after ratification (July 1, 2024), increase to ten dollars \$10.00 per script.

### **Medical Emergency Travel Insurance**

The Employer agrees to provide an out of Province/Canada medical emergency travel insurance which covers sixty (60) day maximum travel period.

### **Private Duty RN**

The Employer agrees to provide for private duty RN coverage to a maximum ten thousand dollars (\$10,000.00) /benefit year.

### **Dental**

The Employer agrees to contribute eighty percent (80%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under a dental plan which includes an annual deductible of twenty-two dollars and fifty cents (\$22.50) single and thirty-five dollars (\$35.00) family (based on the current ODA fee schedule). Recall is every nine months.

### **Schedule of Benefits**

#### **Extended Health Benefits**

Benefit Schedule Subject to plan provisions	Premiums 100 % Employer funded
Deductible	\$22.50 Single / \$35.00 Family per calendar year
Co-insurance	80% except 100% Semi-Private room
Drug Definition * where generic is contraindicated the plan will cover physician no substitution direction	Prescribed & Generic if available* Fertility \$4,000 lifetime Smoking Cessation \$300 lifetime
Dispensing fee max	9.25 Effective July 1, 2024, increase (\$10.00)
Overall drug max	Unlimited
Paramedicals: Chiropractor x-rays	\$500/person/benefit year \$50/person/benefit year
Osteopath	\$500/person/benefit year
Podiatrist/Chiropodist	\$500/person/benefit year
Naturopath	\$500/person/benefit year
Massage Therapy	\$500/person/benefit year
Psychologist	\$500/person/benefit year
Physiotherapist	Unlimited
Social Worker	\$500/person/benefit year
Speech Therapist	\$500/person/benefit year
Private Duty Nursing	\$10,000/benefit year
Ambulance	Yes
Accidental Dental	Yes
Hospital	Semi-Private
Private Hospital	N/A
Hearing Aids	\$500 every 60 months
Outside Country	Deluxe – 60 days
Vision Care Laser Eye Surgery	\$425/person/24months-Effective July 1, 2024 Combined with above max

Eye Exams	\$90/12 months age 18 and under and \$90/24 months over 18
Dependent Coverage	21 or 25 if F-T student
Survivor Benefit	N/A

### **Dental Benefits**

Benefit	Premiums 80% Employer funded
Deductible	\$22.50 single & \$35 family
Co-insurance: Basic & Preventative Orthodontia	100% 50%
Benefit Maximums: Basic & Preventative Orthodontia	Unlimited \$1000/person lifetime/no age restriction
Recall Frequency	9 months
ODA	Current
Dependent Coverage	21 or 25 if F-T student
Survivor Benefit	N/A

### **Group Life Insurance and AD&D**

The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer to provide a life insurance plan which includes life insurance in the amount of two times the annual salary to a maximum of one hundred and eighty thousand dollars (\$180,000.) and accidental death and dismemberment in the same amount. Such plan shall be subject to the provisions of the plan of the insurer.

### **Voluntary Life Insurance**

The Employer agrees to provide opportunity for employees to access voluntary life insurance at no cost to the Employer and subject to the conditions of the plan offered by the insurer. Such package will include the option to purchase additional employee life insurance to a maximum amount of one hundred and ninety thousand dollars (\$190,000). If an employee purchases voluntary life insurance she may also purchase optional spousal life insurance, subject to the terms and conditions of the carrier's plan.

### **Life Insurance**

(100% Employer funded)	
Benefit Amount	2x annual earnings
Maximum	\$180,000
NEM (Non Evidence Max)	\$180,000
Termination	The end of the first complete month, following age 65 or prior retirement

### **Accidental Death & Dismemberment**

(100% Employer funded)	
Benefit Amount	2x annual earnings
Maximum	\$180,000
NEM (Non Evidence Max)	\$180,000
Termination	The end of the first complete month, following age 65 or prior retirement

### **Employee Optional Life Insurance**

(100% Employee funded)	
Benefit Amount	Units of \$10,000
Maximum	\$190,000
Termination	The end of the first complete month following age 65 or retirement whichever occurs first

### **Spousal Optional Life Insurance**

Benefit Amount	Increments of \$10,000
Maximum	\$190,000
Termination	To end of first complete month following age 65 of insured or employee whichever occurs first

- 20.02 For newly hired employees, coverage as set out in Article 20.01 shall be effective the first billing date in the month following the month in which the employee was first employed subject to any enrolment or eligibility requirements of the Plan. In no instance shall the first billing date for an employee occur later than the first day of the fourth (4<sup>th</sup>) full month following the month in which the eligible employee was first employed.
- 20.03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is not decreased. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier.
- 20.04 All present employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions. New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.
- 20.05 (a) The Employer shall provide employees with information booklets outlining the provisions of all benefit plans defined in Article 20.01 as well as the Sick Leave/LTD Plan provided in this Collective Agreement. Upon request, the Employer will make the Plan available to the Union for inspection.
- (b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefits plans defined in Article 20 as well as the LTD Plan provided in this Collective Agreement. The Employer shall also provide the Union with a copy of all current information booklets provided to the employees.



#### **20.06 Employment Insurance Rebate**

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employees' share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of benefits provided in this Agreement.

- 20.07 It is understood and agreed that the Employer is not deemed to be an insurer and that its sole obligation under the provisions of this Article or this Agreement is to pay its share of the premium costs of purchasing the insurance or benefit programmes outlined above and that no claim may be made against the Employer by virtue of the failure of an insurer to pay a benefit provided for under this Agreement. However, the Employer shall give every possible assistance to any member having difficulty in processing any claim.

#### **20.08 Percentage in Lieu of Benefits**

- (a) The hourly salary rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all part-time, casual and temporary employees shall be those calculated in accordance with the following formula:  
Applicable straight time hourly rate + 13%
  - (b) The hourly salary rates payable to a part-time, casual or temporary employee include compensation in lieu of all fringe benefits which are paid to full-time employees. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may on a voluntary basis, enrol in the Employer's pension plan when eligible in accordance with its terms and conditions. For part-time employees who are members of the pension plan the percentage in lieu of fringe benefits is nine per cent (9%).
  - (c) It is understood and agreed that the part-time, casual or temporary employees' hourly rate (or straight time hourly rate) in this Agreement does not include the additional nine percent (9%) or thirteen percent (13%), as applicable, which is paid in lieu of fringe benefits and accordingly the nine percent (9%) or thirteen percent (13%), as applicable add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or over time payments.
- 20.09 (a) The Employer will make available to all employees who retire and have not yet reached age sixty-five (65) and who are in receipt of the Employer's pension plan a separate retirees benefits package consisting of semi-private, extended health care (excluding medical emergency travel insurance) and dental benefits, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.
- (b) Such retirees may only opt into the above package on a one-time only basis and provided the retiree applies within sixty (60) days of her retirement date.

## **ARTICLE 21 - PAYMENT OF WAGES, PREMIUMS AND ALLOWANCES**

### **21.01 No Pyramiding**

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

- 21.02 A newly hired employee, with recent and related experience relevant to her position, may submit a claim in writing during her probationary period for consideration by the Employer. Such claim will be supported by verification of previously related experience and its duration. The LHIN shall evaluate such experience during the employee's probationary period. Where it is the opinion of the LHIN that the experience is relevant, the Employer will credit a new employee with one (1) annual service increment for each one (1) full-time equivalent year of experience to a maximum of Level 3 of the appropriate wage grid retroactive to the date of hire. It is understood and agreed that this shall not constitute a violation of the wage schedule in this Collective Agreement. If a period of more than two (2) years has elapsed since the employee has occupied a full-time or part-time position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

The Employer agrees to make new employees aware of this provision at the time of hire.

- 21.03 Employees shall be paid every two (2) weeks in accordance with the current practice.

- 21.04 An employee will be paid at the appropriate classification rate and will advance on the salary grid based on regular hours worked since date of last hire or transfer to the position.

The salary grid will provide for progression on a yearly basis, subject to Article 10.07 - Effect of Absence, until the employee has attained the maximum of her grid.

All part-time employees including casuals will advance on the salary grid based on regular hours worked since date of last hire or transfer to the position. For purposes of progression, eighteen hundred and twenty (1820) hours shall be deemed to be one (1) year of service.

An employee who is not at work on the day she is eligible to receive an increment will receive such increment effective from the first day of her return to work.

- 21.05 (a) Employees promoted to a higher paying classification as a result of a job posting shall be placed at the level on the salary scale that provides for an increase.
- (b) Employees accepting an assignment to a lower paying classification as a result of a job posting shall be placed at the same increment level in the lower job classification.

- (c) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one (1) shift, she shall be paid the rate immediately above her current rate in the higher classification to which she was assigned, which provides for a rate increase of no less than twenty-five cents (\$0.25) per hour from the commencement of the shift on which she was assigned the job

21.06 (a) **Stand-by**

Effective April 1, 2021, an employee who is required to remain available for stand-by outside her regularly scheduled working hours shall receive stand-by pay in the amount of two dollars and eighty cents (\$2.80) per hour for the period of stand-by scheduled by the Employer. Where such stand-by duty falls on a paid holiday, the employee shall receive stand-by pay in the amount of three dollars and thirty cents (\$3.30) per hour. Stand-by pay shall, however, cease where the employee is called in to work under Article 15.05 and works during the period of stand-by.

Effective April 1, 2022, an employee who is required to remain available for stand-by outside her regularly scheduled working hours shall receive stand-by pay in the amount of three dollars (\$3.00) per hour for the period of stand-by scheduled by the Employer. Where such stand-by duty falls on a paid holiday, the employee shall receive stand-by pay in the amount of three dollars and fifty cents (\$3.50) per hour. Stand-by pay shall, however, cease where the employee is called in to work under Article 15.05 and works during the period of stand-by.

(b) **Pay for Work on the Phone**

Where an employee is called at home and it is not necessary to report at a work site to complete the necessary work she shall be paid at time and one-half (1½) her regular rate of pay for the actual time of the call to the next increment of one quarter (¼) hour.

It is agreed and understood that there will be no pyramiding of stand-by and pay for work on the phone premiums.

21.07 **Transportation**

- (a) Where an employee is required to travel to any location other than her home office to work, such travel time will be recognized as time worked.
- (b) Employees who are required to use their vehicle for the Employer's business shall be paid fifty cents (\$0.50) per kilometre.

21.08 **Shift Premiums**

The Employer will provide a shift premium of two dollars and forty-five cents (\$2.45) per hour for all hours worked before 8:30 a.m. and after 4:30 p.m. on weekdays and for all hours worked on weekends. Such premium will be paid on each pay. Effective date of ratification, increase to two dollars and sixty-five cents (\$2.65).

#### **21.09 Parking**

- (a) The Employer agrees to reimburse employees for job related parking costs when free parking is not available or the Employer is unable to offer such free parking. Reimbursement shall be paid monthly and claims shall be recorded on the appropriate form in accordance with organizational policy.
- (b) No employee shall be required to pay parking fees at their workplace.
- (c) Staff members assigned to shifts at Kingston Hospitals shall use the shuttle service to free parking and will be reimbursed for parking only when such free parking is unavailable to them. Should there be a charge for shuttle service and or associated shuttle parking the employee shall be reimbursed; the Employer shall have the option to arrange alternate appropriate parking and transportation at a lesser cost.

#### **21.10 Safety Footwear**

The Employer agrees to provide the maintenance staff with reimbursement of up to one hundred and seventy-five dollars (\$175.00) per year towards the cost of safety footwear to be worn at work. In order to be reimbursed an employee must provide an itemized receipt.

### **ARTICLE 22 – GENERAL**

#### **22.01 Bulletin Boards**

- (a) The Employer agrees to allow the Union to post on existing bulletin boards and intranet, notices of Union meetings and other related Union activities which may be of interest to the employees. Postings on the intranet shall be limited to Local membership meetings, educational and conferences related directly to the Local Union.
- (b) The parties also agree that Union/Management correspondence/minutes may be posted providing both parties have agreed to such posting and provided there is no employee identifiable information enclosed.

#### **22.02 Printing of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement in a Union Shop as soon as practicable after signing. The cost of such printing will be shared equally between the Union and the Employer. Further, the Employer agrees to post the Collective Agreement on the Intranet.

**22.03 Performance Appraisals**

An employee's performance appraisal will be placed in the employee's personnel file. The employee concerned is required to sign the review in order to indicate that its contents have been read and explained. The employee will be given the opportunity to comment in writing on the review.

The employee will be given a copy of the completed performance appraisal.

**22.04 Job Descriptions**

The Employer agrees to provide the Union with copies of any new or revised job descriptions in the bargaining unit when they are introduced or changed. Where possible job descriptions will be forwarded to the Union in advance.

**22.05 Personnel File**

The Employer agrees that an employee, with one (1) day's notice, shall have the right during normal working hours to review her file in the presence of a Supervisor.

**22.06 Liability Insurance**

All employees shall be covered by a liability insurance policy against civil suits arising from the performance of their duties and the policy premium shall be paid by the Employer.

**22.07 Change of Address**

It shall be the duty of each employee to notify the Employer promptly of any change in permanent or temporary address, and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by the Employer to reach such employee.

**22.08 Protective Equipment**

- (a) All bargaining unit members will cooperate with the Employer to ensure personal protective equipment, as identified, is used to protect employees in the event of an incident or serious threat to healthcare workers. All protective equipment will be provided for by the Employer.
- (b) Employees who are unable to wear the recommended equipment will be reassigned to a safe area if there is work available.

**22.09 Medical Certificates**

If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of the certificate.

## **ARTICLE 23 – TECHNOLOGICAL CHANGE**

- 23.01 The Employer shall give the Union a minimum of thirty (30) days advance notice of any technological change, which would significantly alter the status or working conditions of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological change which may significantly alter the employment status of employees and to consider ways and means of minimizing the adverse effect, if any, upon the employees concerned.

Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.

Where new or greater skills are required as a result of the introduction of new technology, employees shall be given a period of training to acquire the necessary skills for the operation of the new equipment. The Employer will provide the training at its expense. Employees attending training programs under this clause shall not suffer any reduction in normal earnings during the training period. Wherever possible, training shall be given during the employee's normal working hours.

## **ARTICLE 24 - JOB SHARE**

- 24.01 Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full-time employee who wishes to share her position.

Applications shall be in writing to the Supervisor/Manager and will be approved or denied by the relevant Director or delegate.

The Employer may limit the total number of job sharing positions. The Employer shall meet with the Union and consider any recommendation it makes for additional job sharing positions. If there are more full-time employees interested in job sharing than can fill the number of job sharing positions determined by the Employer to be appropriate, seniority shall determine which full-time employees fill the position(s) providing the senior employees can meet the Employer's staffing and scheduling requirements.

Any incumbent full-time employee wishing to share her position may, upon approval by the Employer do so without having her half of the position posted. The other portion of the job sharing position will be posted.

Upon the termination of the job sharing arrangement for a full-time position, the position will revert back to a full-time position.

If both applicants to a job share are full-time, the job share position need not be posted. The resulting full-time position shall be managed in accordance with the collective agreement provisions.

If one of the job sharers leaves her position or is granted a leave of absence in excess of thirty (30) days, and both the remaining job sharer and the Employer wish to continue with the job sharing arrangement, the vacated portion of the job share will be staffed in accordance with the Collective Agreement provisions.

Where the vacant portion of a job share position cannot be filled, the position shall revert to its full-time status. If the job sharer who remains was not the job sharer whose position was originally modified to suit the job sharing arrangement, the full-time position will be posted.

The Employer and the employees involved retain the right to assess the job sharing arrangement on an ongoing basis. For greater certainty, notwithstanding the fact that the review process is ongoing, formal reviews of the job share position will be made at three (3) months, six (6) months, and twelve (12) months, and on an annual basis thereafter.

Either party may discontinue the job sharing process with sixty (60) days notice. It is understood that it is not unreasonable to discontinue job sharing if its costs are greater than the costs for a regular full-time position and those excess costs are not outweighed by the benefits of job sharing to the Employer.

Each job sharer shall be treated as a regular part-time employee for all purposes under the collective agreement except as otherwise expressly provided:

Each job sharer shall;

- (i) Work one half of the total number of hours of the full-time position, or such other amount as may be agreed by all the parties, with the actual schedule of work to be determined by the employees involved, subject to approval of the relevant Director.
- (ii) Ensure her job share partner is fully informed about their shared work, and those South East Local Health Integration Network communications that are not generally distributed but rather are only issued to attendees at individual meetings.
- (iii) Be expected to cover her partner for illness and vacation. If because of unavoidable circumstances, one cannot cover the absence of the other, the Manager must be notified.

## **ARTICLE 25 - TERM OF AGREEMENT**

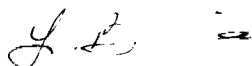
25.01 The Agreement shall be binding and remain in effect until March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to March 31, 2025 that it desires its termination or modification.

25.02 Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date give notice in writing to the other party of the changes or amendments proposed. Within thirty (30) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.



25.03 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of this Agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to that date.

SIGNED this 12th day of December 2024.

ON BEHALF OF: THE SOUTH EAST  
LOCAL HEALTH INTEGRATION NETWORK

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

ON BEHALF OF: THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4877

  
Jen Hannon (Jan 15, 2025 07:42 EST)  
\_\_\_\_\_  
  
  
Karen Koen (Jan 17, 2025 08:37 EST)  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



**APPENDIX “A” - CLASSIFICATION GRID**

<b>Pay Band</b>	<b>Job Title</b>
1	
2	I&R Data Clerk Corporate Records Assistant Service Desk Tech
3	Accounting Clerk Community Relations Co-ordinator Health Information/Records Team Assistant
4	Data Analyst Support Assistant Project Assistant
5	Finance Coordinator Process Analyst CHRIS App Support
6	Systems Technician Digital Communication Technician
7	Health Information Lead Data Analyst II Data Coordinator

**APPENDIX “A” - WAGE GRID**

**Salary Schedule effective April 1, 2023 (increase of 3%)**

<b>Pay Band</b>	<b>Start</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	21.73	22.63	23.58	24.54	25.59	26.09
<b>2</b>	22.74	23.70	24.70	25.72	26.80	27.33
<b>3</b>	23.82	24.81	25.85	26.92	28.05	28.61
<b>4</b>	24.88	25.94	27.02	28.14	29.30	29.91
<b>5</b>	26.02	27.10	28.24	29.41	30.63	31.24
<b>6</b>	27.18	28.31	29.51	30.74	35.02	32.64
<b>7</b>	28.41	29.60	30.83	32.12	33.45	34.11

**Salary Schedule effective April 1, 2024 (increase of 3%)**

<b>Pay Band</b>	<b>Start</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	\$22.38	\$23.31	\$24.29	\$25.28	\$26.36	\$26.87
<b>2</b>	\$23.42	\$24.41	\$25.44	\$26.49	\$27.60	\$28.15
<b>3</b>	\$24.53	\$25.55	\$26.63	\$27.73	\$28.89	\$29.47
<b>4</b>	\$25.63	\$26.72	\$27.83	\$28.98	\$30.18	\$30.81
<b>5</b>	\$26.80	\$27.91	\$29.09	\$30.29	\$31.55	\$32.18
<b>6</b>	\$28.00	\$29.16	\$30.40	\$31.66	\$32.98	\$33.62
<b>7</b>	\$29.26	\$30.49	\$31.75	\$33.08	\$34.45	\$35.13

**LETTER OF UNDERSTANDING - RE: PARKING AT KGH**

**BETWEEN**

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4877**

The Union and the South East LHIN have, on the date of signing this letter of understanding, entered into an agreement that will provide the following:

The parties acknowledge that the current collective agreement provides for staff members assigned to shifts at Kingston hospitals to use the shuttle service to free parking and will be reimbursed for parking only when such free parking is unavailable to them.

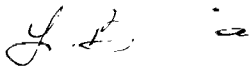
In an effort to make improvements for staff assigned to Kingston hospitals the Employer has secured parking at a new parking facility that has become available. These parking spaces are located at the new Queen's Centre (at Union and Division St).

The parties further acknowledge that the Employer does not have control over the availability of these parking arrangements and as such this may be subject to change in the future. If such change were to be effected, it is agreed that the language as set out in Article 21.09 (b) of the CUPE collective agreement would apply.

The parties agree to this arrangement on a without prejudice and without precedence basis for a period that does not exceed the term of the application of the current collective agreement.

SIGNED this 12th day of December 2024.

ON BEHALF OF: THE SOUTH EAST  
LOCAL HEALTH INTEGRATION NETWORK



---

---

---


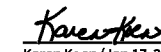
---

---

---

---

ON BEHALF OF: THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4877

  
Jen Kim Mon (Jan 15, 2025 07:42 EST)  
Karen Koen (Jan 17, 2025 08:37 EST)

---

---

---

---

---

---

---

**LETTER OF UNDERSTANDING - RE: SCHEDULING OF PAID HOLIDAYS**

**BETWEEN**

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4877**

The Union and the South East LHIN have, on the date of signing this letter of understanding, entered into an agreement that will provide the following:

Paid holidays will be scheduled as follows:

All paid holidays will be scheduled separately from the weekend regardless of which day they fall [i.e., Monday through Friday]. For example if Dec 24 or 31 falls on a Sunday, staff will be scheduled to work on Saturday and Sunday, this would count as a weekend and a stat worked).

Paid holidays that fall on a weekend will require the staff member to work both Saturday and Sunday except as follows:

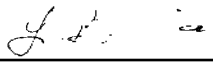
- If Dec 24 is a Saturday and Dec 25 is Sunday they shall be scheduled separately
- If Dec 25 is a Saturday and Dec 26 is Sunday they shall be scheduled separately
- If Dec 31 is a Saturday and Jan 1 is Sunday they shall be scheduled separately

The parties agree if at any time this scheduling process is not working or requires adjustments it shall be discussed at Labour Management Committee. This item will remain a standing item for this committee.


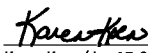
The parties agree to this arrangement on a without prejudice and without precedence basis for a period that does not exceed the term of the application of the current collective agreement.

SIGNED this 12th day of December 2024.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE UNION:

  
Jen Nanton (Jan 15, 2025 07:42 EST)  
\_\_\_\_\_  
  
  
Karen Koen (Jan 17, 2025 08:37 EST)  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING - RE: WAGE RE-OPENER ON MONETARY PROPOSALS**

**BETWEEN**

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK**

**AND**

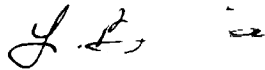
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4877**


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

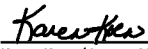
SIGNED this 12th day of December 2024.

ON BEHALF OF: THE SOUTH EAST  
LOCAL HEALTH INTEGRATION NETWORK

ON BEHALF OF: THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4877

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
Jen Hannon (Jan 15, 2025 07:42 EST)

  
Karen Koen (Jan 17, 2025 08:37 EST)

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING - RE: ALTERNATE WORK ARRANGEMENTS**

**BETWEEN**

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4877**

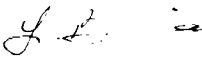
The parties agree to meet every six (6) months to discuss alternate work arrangements.


It is understood these meetings can be part of Labor Management with mutual agreement.

SIGNED this 12th day of December 2024.


ON BEHALF OF: THE SOUTH EAST  
LOCAL HEALTH INTEGRATION NETWORK

ON BEHALF OF: THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4877

  
\_\_\_\_\_

  
Jen Harmon (Jan 15, 2025 07:42 EST)  
\_\_\_\_\_

\_\_\_\_\_

  
Karen Koen (Jan 17, 2025 08:37 EST)  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING - RE: PAY EQUITY**

**BETWEEN**

**SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK**

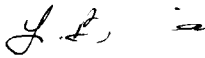
**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4877**



The Employer and the Union agree to meet and discuss pay equity in accordance with Ontario's Pay Equity Act.

SIGNED this 12th day of December 2024.

ON BEHALF OF: THE SOUTH EAST  
LOCAL HEALTH INTEGRATION NETWORK

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF: THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4877

  
Jen Gordon (Jan 15, 2025 07:42 EST)  
\_\_\_\_\_  
  
Karen Koen (Jan 17, 2025 08:37 EST)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MR/sb:cope 491 – November 18, 2024