



COLLECTIVE AGREEMENT

BETWEEN

CENTRAL EAST LOCAL HEALTH INTEGRATION NETWORK, operating under the  
business name of "Home and Community Care Support Services Central East"

(hereinafter referred to as "The Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3313

(hereinafter referred to as "the Union")

Effective date: April 1, 2024  
Expiry Date: March 31, 2025

## **Table of Contents**

Article 1 – PURPOSE.....	4
Article 2 – RECOGNITION.....	4
Article 3 – MANAGEMENT RIGHTS.....	5
Article 4 – NO DISCRIMINATION/HARASSMENT .....	5
Article 5 – UNION DUES .....	6
Article 6 – NO STRIKES OR LOCK OUTS.....	7
Article 7 – REPRESENTATION .....	7
Article 8 – GRIEVANCE PROCEDURE .....	9
Article 9 – ARBITRATION.....	11
Article 10 – DISCHARGE AND DISCIPLINE CASES .....	11
Article 11 – SENIORITY .....	12
Article 12 – JOB POSTINGS.....	16
Article 13 – LAYOFFS.....	17
Article 14 – HOURS OF WORK .....	20
Article 15 – OVERTIME .....	24
Article 16 – PAID HOLIDAYS .....	27
Article 17 – VACATIONS.....	28
Article 18 – SICK LEAVE.....	31
Article 19 – WORKPLACE ACCOMMODATION.....	34
Article 20 – WORKPLACE SAFETY INSURANCE ACT .....	35
Article 21 – BENEFITS .....	35
Article 22 – LEAVE OF ABSENCES .....	40
Article 23 – TRANSPORTATION POLICY .....	44
Article 24 – CONFERENCE AND COURSES.....	45
Article 25 – WAGE SCHEDULE AND JOB CLASSIFICATION .....	46
Article 26 – TERM EMPLOYEES .....	47
Article 27 – GENERAL .....	48
Article 28 – TECHNOLOGICAL CHANGE/RESTRUCTURING.....	49
Article 29 - MERGER AND AMALGAMATIONS.....	49
Article 30- DURATION OF AGREEMENT .....	50
Appendix A.....	51
Wage Schedule .....	52
Letters of Understanding .....	53

B - LOU - Seniority Conversion.....54  
C - LOU – INCLEMENT WEATHER.....55  
D - LOU – Alternate Hours of Work .....56  
E- LOU- Workload Issues.....57  
F (a) - LOU – Job Sharing- Grandparented .....58  
F (b) LOU- Job Sharing New .....62  
G- LOU – Grandfathering Retiree Benefits.....65  
H: LOU- Applicant Pool.....66

**Central East LHIN Updates to CUPE Collective Agreement 2021**  
**CUPE Local 3313**

**And**

**Central East LHIN**

The parties to this Collective Agreement agree that the Collective Agreement will be written in gender neutral language.

Where any personal pronoun is used in this Agreement, it shall mean and included all gender pronouns where the context so applies.

**Article 1 – PURPOSE**

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

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

**Article 2 – RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3313 as the sole and exclusive bargaining agent of all office and clerical Employees of the Central East LHIN, save and except Executive Assistant to the CEO, Senior Administrative Coordinators to Vice Presidents, Senior Administrative Assistants to Senior Directors or Directors, Specialists Compensation/Payroll, Payroll Specialists, Specialist Compensation/Benefits, Operations Managers, System Specialist, Servers and any persons employed in a managerial or confidential capacity within the meaning of the Labour Relations Act

2.02

- a) A full-time Employee is an Employee who is employed for thirty-five (35) hours per week or seventy (70) hours biweekly.
- b) A part time Employee is an Employee who is employed for less than thirty-five (35) hours per week or seventy (70) hours bi-weekly and who generally works on an ad hoc basis and may decline hours.
- c) A term Employee is an Employee who is hired from outside the organization to work for a period of up to twelve (12) calendar months (or up to eighteen (18) months if replacing a pregnancy/parental leave), unless agreed to by the parties, for a specific

task or assignment such as a special non-recurring project. A temporary position shall have a defined start and an anticipated end date.

- 2.03 Non-bargaining unit employees will not work on any jobs, which are normally done by persons within the bargaining unit where such act would result in a lay-off of bargaining unit staff as defined in Article 13.01.

### **Article 3 – MANAGEMENT RIGHTS**

3.01 The Union acknowledges that management of the LHIN and direction of all persons covered by this Collective Agreement are fixed exclusively in the Management of the LHIN, which maintains all rights and responsibilities of management not specifically modified by this Agreement. The Union further acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency.
- b) Hire, increase and/or decrease the working force, promote, demote and make temporary lay-offs of Employees.
- c) Discharge and/or discipline Employees provided that a claim that an Employee has been disciplined or discharged without just cause may be the subject of a grievance and dealt with according to this Collective Agreement.
- d) Make and alter from time to time reasonable rules and regulations to be observed by the Employees provided that they are not inconsistent with the provisions of this Agreement.
- e) Generally to manage the LHIN.

3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an Employee to lodge a grievance as set forth herein.

### **Article 4 – 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 their sex, sexual orientation, gender identity or gender expression by their employer or agent of the employer or by another employee.
- c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to utilize the complaints process as set out in the Employer's harassment policies and process, this does not preclude employees from accessing the grievance procedure.
- d) In recognizing the importance of a harassment free environment, the Employer will review Employer policies and processes with respect to harassment with the employee during their orientation period.
- e) Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, such representation shall be allowed.
- f) The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code and the Occupational Health and Safety Act.

## **Article 5 – UNION DUES**

5.01 All Employees covered by the Collective Agreement shall have monthly Union dues assessed by the Union on its members according to its Constitution. Such dues shall be deducted by the Employer each pay and shall be remitted by the fifteenth day of the following month to the National Secretary Treasurer of the Union, with a list of the names of Employees and their individual base salary rates from whom such deductions have been made. A copy of the list shall be forwarded to the Local's Secretary Treasurer. The Employer shall be notified in writing at least sixty (60) calendar days prior to any required change in Union dues assessment. Upon request from the Employer, the Union shall detail the earnings to be included for purposes of calculation of dues.

- 5.02 The Union agrees to indemnify the Employer and save it harmless from any grievance, claim or liability arising from or related to the operation of this article.
- 5.03 The amount of Union dues deducted shall be shown on each Employee's Income Tax (T-4) slip.

## **Article 6 – NO STRIKES OR LOCK OUTS**

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

## **Article 7 – REPRESENTATION**

For the purposes of this agreement a unit shall mean, the Scarborough Branch; the Whitby Branch; the Peterborough Branch; and, collectively, the Haliburton, Lindsay, Port Hope and Campbellford Branches.

- 7.01 The Employer agrees to recognize the following Union representation:
- a) A Negotiating Committee of not more than seven (7) representatives of Local 3313. The Committee will consist of the President, four (4) Vice Presidents, Chief Steward and one other individual elected by the Union.
  - b) Central Labour/Management Committee composed of up to seven (7) Employees one of whom shall be the President of Local 3313, which shall meet four (4) times per year.

The purpose of the meetings will be to discuss matters of mutual interest and concern to the parties. It is agreed that the parties shall deal with any workload issues presented to the Committee from Employees with workload concerns provided the matters have first been brought to the attention of the applicable Manager/Sr.Manager. The Committee shall review the workload concerns and make recommendations to the appropriate management personnel for consideration. Any action or lack of action on the recommendations shall be reported back to the Committee.

- c) A governing Central Health and Safety Committee covering the branches of the Central East LHIN will be established. This Committee will meet a minimum of two (2) times per year or more often if necessary. CUPE shall have a minimum of four (4) members to a maximum of seven (7) members depending on the committee structure. It is agreed that the employer will certify a minimum of one (1) CUPE representative.

Local sub-committees shall be formed. Such committees shall meet four (4) times per year or more often if necessary. CUPE will have a minimum of one (1)

certified representative from each unit on the sub-committee that covers the geographic area for that unit.

The committee structure(s) and membership requirements must be in accordance with the Occupational Health and Safety Act.

Both parties are committed to promoting a safe work environment including the need for certified health and safety representatives and safety training.

- d) A minimum of two (2) stewards per each unit. In addition it is agreed by the parties that members of Local 3313 Executive can also act in a steward capacity if necessary.
  - e) The Union shall appoint/elect its representatives for any other joint committee where Union participation is necessary
- 7.02 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, stewards and committee members. Similarly, The Employer will, if requested, supply the Union with a list of its management or other personnel with whom the Union may be required to transact business.
- 7.03 Employees shall have the right to have the assistance of a representative from the National Office of the Canadian Union of Public Employees, have access to the Employer's premises to assist with any matter arising from the provisions of this Agreement.
- 7.04 The Union may hold meetings on the Employers premises providing permission has been obtained from the Employer. Such permission shall not be unreasonably denied.
- 7.05 Communication between the Employer and the Union shall be directed to the Vice President of the Unit with a copy to the Local President and the Recording Secretary.
- 7.06 The Union acknowledges that the committee members and stewards must continue to perform their regular duties on behalf of the Employer, and that such persons shall not leave their duties for Union business without first obtaining the permission of their supervisor or her/his delegate, which permission shall not be unreasonably withheld.
- 7.07 Such Employees will be compensated by the Employer to the extent of their straight time pay for such reasonable time spent in dealing with matters arising out of this Agreement, up to but not including matters arising from any arbitration proceedings before an official third party save and except attendance at meetings before a Conciliation Officer appointed under the *Labour Relations Act*. Union business will be conducted, to the extent practical, outside regular working hours. Compensation will not be allowed for time spent outside of the Employee's regular working hours.



7.08 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect. The Union shall be allowed thirty (30) minutes without loss of regular earnings to meet privately with Employees covered by the Agreement. Such meeting shall take place within one (1) month of hiring and will be scheduled by the Employer. Upon arrival at their work locations, new Employees covered by this Agreement will be introduced to the Steward(s).

7.09 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 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. The number of employees on the union's Central Negotiating Team will be determined at the time the Memorandum of Conditions for Central Bargaining is negotiated.

**Article 8 – GRIEVANCE PROCEDURE**

8.01 A grievance shall be defined as a complaint regarding the interpretation, application, administration or alleged violation of this Agreement.

8.02 Prior to the initiation of any grievance, the affected Employee shall discuss the matter with their immediate manager or the Employer representative most closely associated with the circumstances giving rise to the grievance. The Employee may request to have a Union steward in attendance during the discussion.

Failing satisfactory resolution of the problem at the complaint stage, a grievance shall be reduced to writing within fifteen (15) days of the grievor(s) becoming aware of the circumstances giving rise to the grievance and be processed according to the following procedure:

8.03 Step No. 1

The Union shall email the written grievance to the Employee's immediate manager with a copy to Human Resources. The immediate manager shall respond within ten (10) days after the grievance was submitted. Failing settlement then:

8.04 Step No. 2

The grievance shall be submitted to the Director, HR or their delegate who shall meet with the appropriate Manager/Sr. Manager/Director, one additional HR representative, grievor, Unit Vice President, Chief Steward and a Unit Steward. A mutually agreeable date for the meeting shall be established within ten (10) days of

the grievance being submitted at Step 2. The Director, HR or their delegate shall render a decision within ten (10) days of the meeting.

The President and a CUPE National Representative may be present at any Step No. 2 meetings.

Should no settlement be reached within thirty (30) days, the grievance may be submitted to arbitration for final resolution.

8.04 Every grievance shall:

- a) Be in writing;
- b) Contain a statement as to the matter in issue;
- c) State in what respect the Agreement has been violated or misinterpreted, by reference to a specific clause or clauses;
- e) Stipulate the nature of the relief or remedy sought.

8.05 Policy Grievances

It is understood that either party may submit to the other any complaint with respect to any contractual obligation undertaken by or properly imposed by statute upon the parties to this Agreement, including any matter of general policy. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and be discussed at Step No. 2 of the grievance procedure. Failing a satisfactory settlement within thirty (30) days after the filing of such grievance may be referred to arbitration.

8.06 Group Grievance

Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step No. 2 within fifteen (15) days of becoming aware of the circumstances giving rise to the grievance have occurred.

8.07 Replies to grievances shall be in writing at all stages, and the grievor shall be entitled to be present and make representations at all meetings.

8.08 Any time limits referred to in the grievance procedure shall be exclusive of Saturday, Sunday, holidays observed by the Employer and/or scheduled days off of the aggrieved Employee.

8.09 Time limits at each step of the grievance procedure may be extended by mutual agreement of the parties, in writing.

## **Article 9 – ARBITRATION**

9.01 Either party may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration not later than sixty (60) calendar days after the completion of Step 2. The parties agree that a single arbitrator may be utilized. Such single arbitrator is to be agreed between the parties, or failing agreement, appointed by the Ministry of Labour. A single arbitrator shall have the same powers as a Board of Arbitration.

If either party requests, the matter will be referred to a Board of Arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the arbitration board. The two appointees shall, within ten (10) working days of the appointment of the second appointee, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Ministry of Labour of Ontario upon the request of either party.

### **9.02 Decision of the Arbitration Board**

The decision of the Arbitration Board, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any Employee affected by it. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board, and in the absence of a majority decision, the decision of the Chair shall be accepted as the decision of the Board.

9.03 The Arbitration Board, by its decision, shall not alter, amend or add to any part of this Agreement. Further, the Arbitration Board is not authorized to deal with any matter not covered by this Agreement.

9.04 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

9.05 Each party shall bear the expense of its own appointee and the expenses of the Chair shared equally by the two (2) parties.

## **Article 10 – DISCHARGE AND DISCIPLINE CASES**

10.01 The Employer agrees with the principle of progressive discipline. Grievances involving matters of discharge and discipline may be filed directly at Step No. 2 of the grievance procedure.

10.02 Prior to the commencement of a meeting where discipline is to be imposed, the Employer shall permit the Employee and the Vice President or designate a reasonable opportunity to confer.

- 10.03 When an Employee is given a formal verbal or written warning, is discharged or suspended, they shall be given the reason in the presence of the Vice President or designate.
- 10.04 When the Employer deems it necessary to issue a written warning, suspend or discharge an Employee, the Employer shall forward a copy of the disciplinary letter to the Vice President with a copy to the President and Secretary of the Union, within five (5) working days thereafter.
- 10.05 An Employee who claims they have been unjustly discharged may institute an appeal at Step No. 2 of the grievance procedure within five (5) working days of the effective day of discharge.
- 10.06 Should it be found during the grievance procedure that the Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period immediately preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties.
- 10.07 After eighteen (18) months, all records of discipline shall be removed from an Employee's file provided the Employee has maintained a discipline free record of similar or related incidents for eighteen (18) months. Each Employee shall have access to their personnel file, in the presence of a HR representative. An Employee may request copies of information contained in their file. No Performance appraisals, letters of reprimands or suspensions will be relied upon by the Employer if it has not been brought to the Employee's attention.

## **Article 11 – SENIORITY**

- 11.01 a) The Employer will keep one or more up-to-date seniority lists for Employees covered by this Agreement and post and revise such list every six (6) months. Seniority lists shall be posted in June and December of each year, based on the last pay period of the previous month, unless otherwise mutually agreed by the Union and the Employer.
- b) Seniority for full-time Employees shall be defined as length of continuous service since date of last hire except as provided in this article.
- c) Seniority for part-time employees (non-full time) shall be expressed in hours worked and accumulated since commencement of employment.
- d) For Employees changing from full time to part time will have their seniority converted to hours using 1820 hours per year of seniority and pro-rated for less than a year. Employees going from part time to full time will have a seniority date set based on 1820 hours being a full year or pro-rated for less than a year.

- e) The seniority list for all Employees shall indicate the Employee's name, branch, classification, hire date and seniority date. Seniority date means calendar date for full time and accumulated hours for part time.
- f)
  - i) The seniority of a newly hired Employee who is retained after their probationary period is based on hours worked from their most recent date of hire.
  - ii) When two (2) or more employees commence work on the same day, the procedure for establishing their seniority shall be determined alphabetically, first in descending order, then ascending order, rotating in this fashion on January of each year.
- g) Seniority will operate on a bargaining unit wide basis.
- h) Complaints concerning the accuracy of such lists shall be considered within thirty (30) calendar days of the December and June posting date. If no complaint is received during that time, it shall be deemed to be accurate.

#### 11.02

- a) A new regular full-time Employee will be considered on probation until they have completed ninety (90) days worked.
- b) A new regular part-time Employee will be considered on probation until they have completed six hundred and thirty (630) hours worked or nine (9) months of service, whichever occurs first.
- c) Upon completion of the probationary period an Employee shall be credited with seniority in accordance with article 11.01 above.
- d) The release of a probationary Employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary Employee is released for reasons which are arbitrary, discriminatory or in bad faith.
- e) The Employer shall provide a mid-probation report, in writing, to each probationary Employee. If there are documented concerns during the probation period, the Employer shall meet with the Employee and the Local Union Steward to discuss the concerns and the probation period may be extended. It is understood and agreed that any extension to the probationary period will not exceed an additional ninety (90) days worked or six hundred and thirty (630) hours worked and, the Employer will advise in writing the Employee and the Union of the basis of such extension.
- f) Probationary employee may not be considered for job postings until their probationary period has ended, unless it results in a change in status from part-time to full-time, or from term to regular employment.

11.03 Seniority shall be accumulated and retained when an Employee is absent from work under the following circumstances:

- a) When on pregnancy or parental leave without pay.
- b) When absent due to illness or injury and in receipt of benefits payable under Sick Pay, W.S.I.B., Employment Insurance Sick Pay, Long-Term Disability, or a combination thereof for a period of up to three (3) years.
- c) On Union leave.
- d) The Employee is on layoff for a period of less than one (1) year.
- e) The Employee is on an approved unpaid leave of absence of thirty (30) calendar days or less.

11.04 Seniority shall be retained, but not accumulated, when an Employee is absent from work under the following circumstances:

- a) The Employee is on layoff for a period of more than one (1) year and up to three (3) years.
- b) The Employee is on an approved unpaid leave of absence greater than thirty (30) calendar days.
- c) When on an educational leave.
- d) When absent due to illness or injury and in receipt of benefits payable under Sick Pay, W.S.I.B., Employment Insurance Sick Pay, Long-Term Disability, or a combination thereof for a period exceeding three (3) years.

11.05 An Employee's seniority shall be lost under the following circumstances:

- a) The Employee voluntarily resigns.
- b) The Employee is terminated and not subsequently reinstated.
- c) The Employee has been laid off and not recalled to work within a period of three (3) years from the date of layoff.
- d) The Employee fails to notify the Employer within five (5) days of the receipt of registered notice of recall. The Employer shall send the registered notice of recall to the Employee's last address on file.
- e) The Employee fails to return to work on the mutually agreed return date from recall.

- f) The Employee is absent from work for more than three (3) consecutive scheduled working days without notifying the Employer except where a valid reason is given.
- g) The Employee does not return to work after an approved leave of absence except where a valid reason is given.

11.06 Seniority shall be retained and accumulated in all instances except as otherwise provided in article 11.03, 11.04 and 11.05 above.

11.07 a) No Employee will be promoted or transferred outside the bargaining unit without the Employee's consent.

- b) An Employee who is transferred to a position outside of the bargaining unit for a period of not more than six (6) months shall retain but not accumulate their seniority held at the time of the transfer.

An Employee may choose to be returned/or be returned to their former classification and wage rate within six (6) months. Any other Employees promoted or transferred because of the initial promotion or transfer of the Employee outside of the bargaining unit will also be returned to their former position and wage rate.

In the event that the Employee returns to a position in the bargaining unit, they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

- c) In the event that an Employee is transferred to a position outside the bargaining unit for a period in excess of six (6) months, they will lose all seniority held at the time of transfer. In the event the Employee returns to the bargaining unit, the Employee's seniority shall accrue from the date of their return to the bargaining unit.

An Employee can only return to a bargaining unit position if the non-union position exceeds the six (6) month time period if they are the successful applicant through the job posting provisions of this Collective Agreement.

- d) The parties agree that Employees may leave the bargaining unit up to a period of eighteen (18) months if the Employee is covering a maternity/parental leave for a position outside the bargaining unit.

11.08 Employees of the Employer not covered by Article 2.01 have no seniority in relation to this collective agreement. If such employees accept a position covered by this collective agreement they shall start with no seniority, but retain service credit for the purposes of vacation, benefit entitlement and sick leave. Placement on the salary grid shall be by mutual agreement of the parties.

## Article 12 – JOB POSTINGS

### 12.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days on the intranet and an email notification to CUPE Employees of available position & location. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein. Such posting shall contain the following information:

Job title, classification, location, program/assignment, hours of work, summary of the job duties, qualifications required, skills, salary rate or range, reporting manager, closing date and may include other information as determined by the Employer.

12.02 A candidate for a new or vacant position shall be selected on the basis of:

- a) Qualifications/Experience
- b) skill
- c) ability
- d) seniority

If two (2) or more candidates are relatively equal in respect of criteria (a) to (d), then seniority will be the deciding factor in selecting the candidate for the new or vacant position. All applicants that meet the minimum requirements for qualifications and/or experience will be tested for the job posting vacancy. Human Resources will ensure all successful and unsuccessful applicants will be notified prior to the announcement of the successful applicant.

12.03 Subject to 12.02, where the vacancy has been filled by an internal candidate, the resulting vacancy(ies) created by the successful candidate's appointment will be posted for a period of seven (7) calendar days. Should there be no successful candidate from within the bargaining unit, the Employer may hire an Employee from external sources.

12.04 The successful applicant shall be allowed a trial period of up to thirty (30) calendar days, during which the Employer will determine if the Employee can satisfactorily perform the job. Within this period the Employee may be returned by the Employer, with no recourse to the grievance procedure by the Employee, to the position formerly occupied, at their former wage rate, without loss of seniority. Any employee who elects to return to their previous position during the trial period will not be able to bid on another job posting for a period of nine (9) months (Article 12.07 shall apply). Should the employer elect to return the employee to their previous position, the employee shall be able to bid on another job posting without any restrictions.

The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed. In the event the successful applicant is returned to their



former position any other Employees promoted or transferred because of the initial vacancy shall also be returned to their former job and wage rate, without loss of seniority.

- 12.05 a) Temporary vacancies of more than sixty (60) calendar days will be posted and will be offered to an applicant on the basis of seniority who meets the requirements of the job posting.
- b) Subject to operational requirements, temporary vacancies of less than sixty (60) calendar days may be offered to laid off and/or part time Employees on the basis of seniority provided the Employee is qualified.
- c) A temporary position shall have an anticipated end date. Any extensions shall be in writing and with mutual agreement with the Union.
- d) A full or part time Employee selected to fill a temporary position shall be covered by all terms of the Collective Agreement and shall return to their former position when the temporary position has expired. Any other Employee promoted or transferred as a result of the temporary position shall also be returned to their former position.
- 12.06 The Union shall be notified monthly of all hiring's, layoffs, recalls, and terminations of employment, with respect to positions covered by the Collective Agreement.
- 12.07 An employee successful to a job posting shall not be considered for any further vacancy for a period of nine (9) calendar months from the date they accepted the position unless:
- a) promotion to a position in a higher job band;
- b) change in status to full time;
- c) if the employee applies to a position in another branch or job site;
- d) the employee rescinds the offer prior to starting;
- e) the employee or the employer exercises their rights under Article 12.04

## **Article 13 – LAYOFFS**

### **13.01 Definition**

A layoff shall be defined as a reduction in the hours of work for a full time Employee or, reduction in hours for a part time Employee with fixed hours or, the elimination of an occupied position, or a reduction in the number of part time Employees. It is understood that probationary Employees shall be the first laid off.

- 13.02 In the event of a proposed lay off at the Central East LHIN the Employer will:
- a) provide the Union with not less than ninety (90) calendar days' written notice of such lay off; and,

- b) meet with the Union within ten (10) working days of the written notice to review the following:
  - i. the reasons causing the layoff;
  - ii. the changes to the structure, functions and services;
  - iii. alternatives to lay off which may include early retirement, leaves of absence, etc. in order to reduce the impact of lay off, and
  - iv. discuss such issues as process, re-deployment and skill building opportunities;
  - v. the method of implementation, including the areas of cutback and the Employees to be laid off. Any agreement between the Employer and the Union, resulting from the review of this clause, concerning the method of implementation, will take precedence over the terms of this Article; and,
  - vi. ways in which the Employer and the Union can assist Employees to find alternate work.
  
- c) Provide the employee with not less than forty-five (45) calendar days' written notice of such lay-off. For clarity, this notice will run concurrent with the notice to the union in (a) above.

### 13.03 Layoffs

- a) Reductions in the workforce shall be accomplished by laying off the Employee(s) with the least seniority in the classification(s) within the branch affected. An Employee who is subject to lay off from their classification may displace an Employee with the least seniority in another parallel or lesser classification (any branch) provided they have the qualifications and ability to perform all aspects of the available work
  
- b) An Employee who has received a notice of lay off, shall be entitled to up to fifteen (15) working days orientation in the job they are bumping into.
  
- c) An Employee unsuccessful during fifteen (15) working days orientation shall be entitled to invoke their bumping rights again in accordance with this Article. The Employee shall be limited to one further attempt to secure a position through the bumping process. If the employee is unsuccessful in obtaining a position, they shall select either option (a) or (b) in clause 13.04.
  
- d) Subject to 11.05 (c), no new Employee shall be hired until Employees on layoff who are qualified and capable of performing available work have been given an opportunity of recall.
  
- e) When an Employee has declined a recall to a branch other than their originating branch, that Employee shall continue to have future recall rights to all branches and 13.03 (c) above shall not apply.

### 13.04 An Employee in receipt of a notice of layoff pursuant to Article 13.03 may:

- a) accept the layoff and be placed on recall; or

- b) opt to receive a retiring allowance as set out in Article 13.05 below; or
  - c) may displace an Employee with less seniority in accordance with Article 13.03(a) above.
- 13.05 An Employee who elects to accept a retiring allowance shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum of fifty-two (52) weeks salary, less any and all applicable statutory deductions. An Employee who elects to accept a retiring allowance under this provision shall be deemed to have resigned for the purposes of all other articles of this Collective Agreement.
- 13.06 The Union shall be copied on all notices of layoff sent to individual employees.
- 13.07 Prior to commencement of any lay off, the Employer shall provide all affected Employees with the documentation necessary to register for Employment Insurance Benefits. Documents which cannot be provided until the conclusion of the pay period following the date of lay off shall be produced as quickly as possible thereafter.
- 13.08 If a position (or positions) is eliminated and/or transferred to another facility/location then such Employee(s) affected shall have the right to exercise their lay-off and bumping rights as per the Collective Agreement.
- 13.09 Recall Rights
- a) Employees shall be recalled in reverse order of lay off, provided that the Employees have the necessary skill, ability and qualifications to perform the available work.
  - b) The Employer will email the Union and Employee as well as send a notice of recall by registered mail to the last address on the Employer's file. An Employee will respond to a registered notice of recall within ten (10) working days of receipt of same and shall be available for work within an additional fifteen (15) working days unless otherwise agreed.
  - c) Any Employee recalled and reinstated to any position will receive the appropriate rate of pay for such position at the time of recall.
  - d) The job posting provisions of the Collective Agreement take precedence over recall rights that Employee(s) have under the Collective Agreement. Employees on recall may bid on posted vacancies in accordance with Article 12. The Employee will have access to all job postings at the time of posting while on layoff. The Employer shall provide the link to the employee.
  - e) Acceptance of a temporary assignment by a laid off Employee does not constitute a recall to work. After the completion of the assignment, the Employee will be laid off with no notice and the recall rights subject to article 11.05 c) will apply from the new lay off date.

- f) Should an Employee be unable to accept a recall to a temporary assignment there shall be no effect on their recall rights.
- g) An Employee who is being recalled from lay off, shall be entitled to up to fifteen (15) working days orientation in the job they are being recalled.

13.10 The Employee has the option to continue benefits for a period of up to one (1) year. The Employer shall pay their share of the premiums for the first three (3) months and the Employee pays the premiums for all insured benefit premiums for the remaining time.

13.11 A full-time employee, upon appointment to a part-time position, or a part-time employee, upon appointment to a full time position, will retain their seniority and vacation as of such date, but thereafter their seniority and vacation will accrue as applicable to their new status.

#### **Article 14 – HOURS OF WORK**

14.01 The normal hours of work shall be seven (7) consecutive hours between the hours of 0800 and 2200, exclusive of an unpaid one (1) hour meal break.

Should it become necessary to establish new shifts or alter shifts outside of the normal hours of work, the employer will do so only after negotiation and confirmation in writing with the Union.

Notwithstanding any wording to the contrary should it become necessary to establish shifts between 2200 hours and 0800 hours the Employer agrees it will post such shifts.

All employees are entitled to a paid rest period of fifteen (15) minutes duration for every three and one-half hours (3 ½) of work.

Where the Employer deems it necessary to implement a shift arrangement outside of the hours of 0800 to 1730 or on a Saturday or Sunday, the Employer will meet with the union to discuss the particulars. The Employer will take one of the following actions:

- i) Where the new shift arrangement does not directly impact the shift arrangements of an employee, post the position in accordance with Article 12;
- ii) Where the new shift arrangement directly impacts the shift arrangements of one or more employees, seek volunteers within the program within the branch to work the new shift. Where there is more than one volunteer, the volunteer with the greatest seniority will be selected. Where there is no volunteer, the junior employee in the program from within the branch will be assigned the new shift. An employee will be provided with a minimum of 45 calendar days written notice of such change.

#### 14.02 Scheduling Provisions

- (a)
  - i. Work schedules covering an eight (8) week period will be posted at least four (4) weeks in advance that includes known absences.
  - ii. It shall be the responsibility of the employee to consult posted work schedules.
  - iii. Any changes to the posted schedule will be brought to the attention of the employees with as much advance notice as is practicable.
  - iv. It is understood that, in some work areas, it is not necessary to post work schedules.
- (b) Employees shall receive a minimum of twelve (12) hours off between shifts.
- (c) There shall be no split shifts.
- (d) Requests for specific shifts, days off or other scheduling requests shall be made in writing at least two (2) weeks prior to the posting of the schedules. Requests with shorter notice may be considered. Such requests shall not be unreasonably denied.
- (e) A mutual change of a scheduled shift shall be requested in writing by an employee and co-signed by a suitable exchange employee and submitted for approval by the Employer. The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable.
- (f) No employee will be scheduled to work both Christmas and New Years' holidays unless requested by the employee.
- (g) For programs/areas that are required to be staffed on paid holidays the Employer will first ask for volunteers amongst staff to work. Selection will be based on program/area, training and seniority. Should not enough staff volunteer to work, the Employer will schedule regular full-time and regular part-time staff to work by program/area and training in reverse order of seniority.
- (h) Part time employees in a branch will be scheduled and offered shifts based on seniority, availability, program/area and training. For extra shifts that become available after the schedule is posted, the employer will offer the shifts on an equitable basis (bi-monthly) following the above criteria. Should the shifts remain unfilled the employer will offer the shift(s) to employees from other branches who have indicated their availability for additional shifts. Staff shall indicate their availability on a monthly basis.
  - 1. Part time employees shall send an email to HRIS Specialist for their full availability and submit the specific days/time they are

unavailable to HRIS Specialist. Except in cases of verified illness or injury or an approved leave of absence, part time staff must submit, per month, a minimum of eight (8) shifts of which two shifts will be worked on two consecutive days over the course of one weekend. If only submitting weekend availability the part time employee must submit a minimum of four (4) weekend shifts. It is agreed that part time employees shall have to submit for all hours of operations for those eight shifts. For those branches where weekend work is not available, availability must reflect the hours of operations for the applicable branch.

2. Schedules shall be posted on the intranet in the following manner:

Submission of Availability	Posting Date	Period Covered
Dec. 15	Jan 1	Month of February
Jan 15	Feb 1	Month of March
Feb 15	Mar 1	Month of April
Mar 15	Apr 1	Month of May
Apr 15	May 1	Month of June
Apr 30	May 15	Month of July
Apr 30	May 15	Month of August
Apr 30	May 15	Month of September
Aug 15	Sept 1	Month of October
Sept 15	Oct 1	Month of November
Oct 15	Nov 1	Month of December
Nov 15	Dec 1	Month of January

It is agreed that schedules shall be updated regularly by the HRIS Specialist.

3. It is the responsibility of the part time employee to notify the HRIS Specialist of any changes to their availability/unavailability. Any refused shifts that have been offered based on recorded availability shall count as a shift for the equitable distribution calculation.
4. The Parties agree that reference to seniority in this article shall mean the employees actual hours worked as of the end date last pay period prior to the 21<sup>st</sup> of the posting date month.
5. The Parties will endeavor to follow the process below for calling staff for available shifts that become open after the schedule is posted. It is understood that this process is a guideline and that the employer shall in no way be liable for missed opportunities:
  - For same day call-in: a message is left and the next person is called

- For next day call-in: if called before 12 pm will have until 1 pm to respond; for calls made after 1 pm a message is left and the next person is called
- For future day call-in: make multiple calls and provide 24 hours to respond; shift given via the criteria in 14.02 (h).

Notwithstanding the above, the parties agree to grandparenting of current employees “hired prior to June 10, 2014. These employees are exempt from the number of shifts/hours of operation requirement”.

The employees are:

- Vanessa Estrada
- Frances Howran
- Shannon Waines
- Kariana Steele

14.03 Flex-time/shifts

An employee may, on occasion, alter their normal daily scheduled hours on approval from the Manager. Such alteration of hours worked shall not constitute an overtime situation or become permanent. Requests will not be unreasonably denied provided operational needs can be achieved.

14.04 When an employee is required by the Employer to attend staff meetings or in-service educational programs, which meetings are held outside their normal working hours they shall be paid at their regular rate of pay for such attendance.

14.05 Extended Hours Staff in Home and Community Care

The parties agree to the following scheduling guidelines for employees hired specifically for extended hours and weekends or employees who are successful applicants for extended hours positions:

- (a) Employees not hired for extended hours will not be scheduled to work extended hours, without the consent of the employees.
- (b) Full time staff will be scheduled for not more than two weekends out of four unless the employee agrees to be scheduled for more or the employee was hired to work weekends.
- (c) Not less than 12 hours off shall be scheduled between shifts.
- (d) Full time staff will have a minimum of eight days off in any four week cycle.
- (e) Employees are entitled to be paid a shift premium of \$2.10 per hour for each hour worked. The premium of time and one half for weekend work shall not apply to these employees for regularly scheduled Saturday or Sunday work.

- (f) Employees working in extended hours positions may work up to 12 hours in a day at straight time and may work more than 35 hours at regular rates in a 7 day period but no more than 70 hours in a 2 week pay period. Hours worked beyond 70 hours in a 2 week pay period are at overtime rates.
- (g) An employee shall not be required to work more than 40 hours in a 4 day period.
- (h) Vacation shall be accounted for in hours with 35 vacation hours being the equivalent of one week of vacation entitlement.
- (i) Breaks shall be as follows based on the length of shift:
  - i) For a shift covering 12 consecutive hours – e.g. 8:30 a.m. to 8:30 p.m.  
 Actual working hours 11  
 Two meal breaks of 30 minutes each – unpaid  
 Three breaks of 15 minutes each – paid
  - ii) For a shift covering 11 consecutive hours – e.g. 9:30 a.m. to 8:30 p.m.  
 Actual working hours 10  
 Two meal breaks of 30 minutes each – unpaid  
 Two breaks of 15 minutes each – paid
  - iii) For a shift covering 10 consecutive hours - e.g. 12:00 noon to 10:00 p.m.  
 Actual working hours 9  
 One 60 minute break – unpaid  
 Two 15 minute breaks - paid
- (j) Extended hours staff and part time employees working an extended hours shift will be paid for actual time worked at their normal hourly rate. Overtime shall be paid for all time worked beyond their regularly scheduled hours.

**Article 15 – OVERTIME**

15.01

- a) Overtime is defined as work that is authorized and agreed to in excess of seven (7) hours per day or thirty-five (35) hours per week. Overtime will be compensated at the rate of one and one-half (1½) times the regular straight time hourly rate.
- b) A Full Time employee who is required to work on their scheduled day off shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate.



c) Overtime may be taken as pay or as time in lieu at the employee's request. Any time off must be scheduled by mutual agreement.

d) Overtime Opportunities List

An expression of interest shall be sent out on a quarterly basis by the Employer to employees within the branch or by program for all Team Assistant teams, for the purpose of planned or unplanned overtime opportunities; it shall be offered to the most senior employee who is on the quarterly overtime list and is trained/qualified. It is the responsibility of the employee to provide to HRIS one current contact number that they can be reached at.

The Employer shall provide the Union with an overtime opportunities list on a quarterly basis. Such list shall be provided on the second week of January, April, July and October.

When Overtime is available the Employer shall call employees on the list until the Overtime is accepted. The callout will be based on the following schedule:

- If overtime required is less than 72 hours away, an employee is called, if no response, a message is left and then the next person on the list is called until an employee accepts the offer.
- If overtime required is greater than 72 hours away, an employee is called, if they do not answer a message is left and the employee has one (1) hour to return the call. If no response is received than the next person on the list is called.
- It is understood by both parties that prior to an offer of overtime being accepted, the opportunity may be cancelled due to changes in operational requirements

It is agreed that should an employer error occur in offering the overtime work, it shall result in the employee being given the opportunity to work the hours of the missed overtime at a mutually agreed upon time. Should the employer not offer an opportunity within a four (4) week period, the employee shall be paid for the missed opportunity. It is agreed that the opportunities offered will not be made on a long weekend.

15.02 For full time employees who normally work a thirty-five (35) hour, Monday to Friday schedule, all time worked on Saturday, Sunday, a Paid holiday or during an employee's vacation shall be compensated at the rate of one and one half (1½) times their hourly rate or equivalent time off (Comp Time).

15.03 Employees shall not be laid off during regular hours to equalize any overtime worked.

15.04

- a) An employee who works a shift which finishes after 5 pm shall receive an evening premium of \$1.90 for each hour worked after 5 pm.

- b) Employees working a weekend shift, being defined as all hours between 2030 hour Friday and 0800 hours Monday, shall receive a weekend premium of \$2.40 per hour for all weekend hours worked.

15.05 Where an employee has completed their regularly scheduled shift and left the Employer and is called in to work outside their regularly scheduled working hours, or where an employee is called back from standby, such employee shall receive time and one-half (1 1/2) their regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 1/2) their regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into their regularly scheduled shift. In such a case, the employee will receive time and one-half (1 1/2) their regular straight time hourly rate for actual hours worked up to the commencement of their regular shift.

Where an employee is called back to work and it is not necessary to attend outside their home to complete the necessary work the employee shall be paid a minimum of one (1) hours pay at time and one-half (1 1/2) their regular straight time hourly rate, in the event the work takes longer that one (1) hour the employee will be compensated one-half (1/2) hours pay at time and one-half (1 1/2) their regular straight time hourly rate for each one half (1/2) hour or portion thereof.

An employee shall be paid the call back/call in rate effective upon receiving the call. Subsequent calls within an hour of receiving an initial call shall be considered a continuation of the initial call.

All call back/call in compensation may be taken as pay or comp time off at the employee's request. Any time off must be scheduled by mutual agreement.

15.06 An employee who reports for work as scheduled or who accepts a request to report for work on their scheduled day off, shall be paid for a minimum of four (4) hours at the appropriate rate of pay.

15.07 Comp time will not accumulate over thirty-five (35) hours at which point further hours will be taken as pay.

15.08 An employee required to work two (2) hours overtime or more immediately prior to or following the normal shift shall be provided a meal allowance of ten dollars (\$10.00) effective the first full pay period after ratification.

15.09 Standby/On Call

An employee who is required to remain available for duty on call outside their regularly scheduled working hours shall receive on call pay in the amount of Three dollars and five cents (\$3.05) per hour for the period of on call scheduled by the Employer. Where such on call duty falls on a paid holiday, the employee shall receive on call pay in the amount of four dollars and twenty-five cents (\$4.25) per hour. On call pay shall, however, cease where the Employee is called in to work under Article 15.05 above and works during the period of on call.

Upon approval of the Sr. Director, the Employer will pay for the Systems Specialist's home internet high speed access as well as paying for the basic cellular phone service provided by the Employer. The Systems Specialist shall be reimbursed for these expenses upon providing the employer with appropriate receipts.

15.10 There shall be no pyramiding of premiums or premium pay provided for any reason in this Collective Agreement.

## **Article 16 – PAID HOLIDAYS**

16.01 a) The following will be recognized as paid holidays under this Agreement:

New Year's Day	Civic Holiday
Family Day (3 <sup>rd</sup> Monday in Feb.)	Labour Day
Good Friday	National Day for Truth & Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )	Boxing Day
2 individual float days	

and, any other day proclaimed as a public holiday by the Government of Canada, or Ontario.

For employees hired or promoted to full time after September 30th, the float days will be scheduled by the manager.

Part time/Term employees will be paid shall be paid 5.6 % percent in lieu of holiday pay. The payment shall be calculated on regular wages (excluding vacation pay, holiday pay, overtime, premiums and percentage in lieu of benefits) and be paid on each pay.

16.02 An "employee" as used in this article is one who:

- i) performs work during the payroll period in which the holiday is observed, except when absent due to verified illness or other approved paid absence;
- ii) works as scheduled or assigned both in their last scheduled work day prior to and their first scheduled work day following the holiday, except when absent due to verified illness or other paid absence.

16.03 Employees are entitled to a leave of absence, if required by the tenets of their religious faith to observe a spiritual or holy day. Such leave shall not be unreasonably denied. The employee shall provide the Employer with one (1) months written notice when requesting time off. For each hour of leave under this provision, the employee may choose to use accrued paid time such as overtime, vacation, or leave of absence without pay if no accrued paid time is available.

- 16.04 Holiday pay for full-time employees will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal day.
- 16.05 Any employee required to work on any of the above holidays shall be paid at the rate of time and one half (1 ½) of their regular straight time hourly rate of pay. In addition, a full time employee may choose to receive holiday pay in accordance with 16.04 above or a paid day in lieu of such holiday. A lieu day shall be scheduled at a mutually agreeable time between the employee and their manager.
- 16.06 Where a paid holiday is recognized on a day other than the calendar day on which it falls, the day designated by the Employer shall be the calculation day for payroll purposes. Dates on which paid holidays are to be observed will be designated and posted prior to the commencement of the year. Notwithstanding the above paragraph, an employee that is scheduled to work on the actual calendar date of a paid holiday will observe the holiday on the actual calendar date on which the paid holiday falls and not the date recognized by the Employer. For programs where this situation occurs, the premiums payable in clause 16.05 will be paid for the actual calendar date of the holiday and not the date recognized by the Employer.
- 16.07 A paid holiday occurring while an employee is on vacation or verified sick leave shall not be deducted from the employee's vacation entitlement or sick leave pay.
- 16.08 The float holidays shall be scheduled at a mutually agreeable time between the employee and their supervisor. The float holidays must be taken as time off during the calendar year. No carry-over or cash-out of unused float holidays will be permitted. Float holidays will not be paid out if not taken at the time of termination of employment.

**Article 17 – VACATIONS**

17.01 (a) Full-Time Employees

Upon Commencement of Employment	.77 days of paid vacation per bi-weekly period of employment four (4) weeks vacation per annum
Upon Completion of Twelve (12) years of service	.96 days of paid vacation per bi-weekly period of employment five (5) weeks vacation per annum
Upon Completion of Nineteen (19) years of service	1.15 days of paid vacation per bi-weekly period of employment six (6) weeks vacation per annum
Upon Completion of Twenty-eight (28) years of service	1.34 days of paid vacation per bi-weekly period of employment seven (7) weeks vacation per annum

- i) An employee's anniversary date of hire shall be used to determine the date upon which the employee's increased vacation entitlement occurs.
- ii) Vacation entitlement will be calculated and shown on each bi-weekly pay advice slip.
- iii) Employees shall not accumulate vacation leave credits in excess of thirty (30) working days at any time except under exceptional or unusual circumstances and approved by the Employer. Employees who have vacation leave credits in excess of thirty (30) working days shall have the excess credits paid out at the applicable percentage.

Note: Where an employee is entitled to an increased accrual, it shall become effective no later than four pay periods following the date of ratification.

(b) Part-Time Employees

Part-time employees shall receive vacation pay equivalent to a percentage of earnings as outlined below:

Start date to 18,000 hours	8% Vacation Pay 4 Weeks
18,001 to 30, 000 hours	10% Vacation Pay 5 Weeks
30,001 to 42, 000 hours	12% Vacation Pay 6 Weeks
42, 001 and more	14% Vacation Pay 7 Weeks

- i) Earnings mean money received from the Employer in respect of hours actually paid, but does not include vacation pay or percentage in lieu of benefits.
- ii) Vacation time accrued will be calculated and shown on each bi-weekly pay advice slip. It shall be paid out the first pay in June and first pay in December.

(c) Term Employees

Term Employees shall receive vacation pay equivalent to eight percent (8%) of earnings as defined for part-time employees. Vacation pay shall be made on each bi-weekly pay.

17.02 A full-time employee who is absent in excess of twenty (20) consecutive working days without pay (WSIB-for absences of 6 months or less, STD and EI sick are considered paid time) during any vacation year shall receive vacation with pay equal to eight (8) percent of gross earning or ten (10) or twelve (12) percent of fourteen (14) percent if service qualifies. The vacation year for purposes of this calculation will be the calendar year.

17.03 Vacation schedules are subject to the approval of the appropriate manager. The vacation schedules must meet the operational needs of the Employer; however, such schedules will not be unreasonably restrictive. The Union and employees shall be notified of any vacation planning guidelines at a minimum of fifteen (15) calendar

days prior to submission deadlines. Once a vacation has been approved, approval is maintained if there is movement to another program/assignment, where practicable.

- 17.04 Vacations will be approved taking into consideration such things as seniority, organizational coverage, branch, program, team, job functions. Each Employee shall notify the Employer electronically (system designated by Employer) for the vacation period(s) requested.

Vacations will be scheduled on a semi-annual basis, for the period May 1st to October 31<sup>st</sup> and from November 1st to April 30<sup>th</sup>. Vacations are subject to the approval of the Employer. For the period May 1<sup>st</sup> to Oct 31<sup>st</sup> requests must be received by 11:59 pm March 1<sup>st</sup> and for the period Nov 1<sup>st</sup> to Apr 30<sup>th</sup> requests must be received by 11:59 pm September 1<sup>st</sup>.

1. An approved vacation schedule, including denials, shall be posted by April 1st and October 1<sup>st</sup>.
2. Requests will be granted based on seniority for the peak period of July 1<sup>st</sup> to August 31<sup>st</sup>.
3. For vacation requests and resubmissions outside of the peak period and the number of staff requesting the same vacation time exceeds the operational requirements, the impacted staff shall review their requests for the purpose of achieving consensus. Where consensus cannot be reached seniority shall be the deciding factor.
4. The Employer shall maintain the denial list as per #1. If approved vacation is rescinded or operationally can be approved the denial list shall be honoured, if no employee had previously requested that day(s) then it then will be offered on a first come first served basis.
5. An employee may rescind their vacation request after the approval deadline with a minimum of two weeks of written notice and request to have such vacation rescheduled. The rescheduled vacation must meet operational needs and must not preclude another employee from taking their scheduled vacation. Exceptional circumstances shall be considered by the Employee's Sr. Manager.
6. An employee may be approved for a maximum of two (2) weeks of vacation during prime time (July 1<sup>st</sup> to August 31<sup>st</sup>). Additional vacation time may be granted only after all other requests for vacation during the prime time period have been considered, and, provided the granting of such request does not prevent another employee from taking scheduled vacation.
7. Provided operational needs can be met, special requests for extended vacations will not be unreasonably denied.

- 17.05 Vacations may be taken in single days, half days or one (1) hour increments.

- 17.06 An employee's vacation shall be rescheduled in the event of an illness in accordance with Article 18.07
- 17.07 (a) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 22.01
- (b) 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.
- 17.08 If a paid holiday falls on, or is observed during an employee's vacation period, it shall be dealt with in accordance with Article 16.07.
- 17.09 With the approval of his or her Manager, a regular full-time employee may be granted, in extenuating circumstances, up to thirty-five (35) hours in paid vacation time which has not been accrued. Should the employee terminate their employment prior to such paid vacation time being accrued, the difference between the paid vacation time taken and the paid vacation time accrued will be reimbursed to the Employer and deducted from any final monies owing.
- 17.10 Upon termination of employment an employee shall be paid their unpaid vacation entitlement.

## **Article 18 – SICK LEAVE**

- 18.01 Sick leave means a period of time an employee is absent from work with pay by virtue of being sick or disabled, exposed to contagious disease for which the employee has been isolated by the Medical Officer of Health or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.
- 18.02 Short Term Disability
- (i) A non-occupational Short-Term Disability Plan is implemented by the Employer on behalf of all eligible full-time employees. Under the Short-Term Disability Plan, Disability Benefits, as per the schedule outlined below commence on the first (1st) day of disability due to illness or injury.
- (ii) Employees shall be given an annual entitlement (expressed in weeks) of one hundred percent (100%) coverage based on length of service, in accordance with the chart in paragraph (b). This entitlement will be renewed on the first (1st) working day of each calendar year, if the employee works on that day. Employees will not be entitled to a new allotment of one hundred percent (100%) weeks until they have returned to work on a full-time basis.
- (iii) Benefits in respect of each illness or injury are payable for a period of up to seventeen (17) weeks. The employee's annual entitlement of one hundred percent (100%) weeks will be used first and, if this is exhausted, the balance of the absence,

up to a total of seventeen (17) weeks, will be paid at seventy percent (70%). The total of one hundred percent (100%) weeks and seventy percent (70%) weeks for each absence due to illness or injury shall not exceed seventeen (17) weeks provided there is a return to active work for thirty (30) calendar days

b) SCHEDULE OF BENEFITS

<u>Length of Service</u>	<u>100% of Normal Earnings</u>	<u>70% of Normal Earnings</u>
4 mos. but less than 1 yr.	1 week	16 weeks
1 year but less than 2 yrs.	2 weeks	15 weeks
2 yrs. but less than 3 yrs.	3 weeks	14 weeks
3 yrs. but less than 4 yrs.	4 weeks	13 weeks
4 yrs. but less than 5 yrs.	5 weeks	12 weeks
5 yrs. but less than 6 yrs.	7 weeks	10 weeks
6 yrs. but less than 7 yrs.	10 weeks	7 weeks
7 yrs. but less than 8 yrs.	12 weeks	5 weeks
8 yrs. but less than 9 yrs.	14 weeks	3 weeks
Over 9 years	17 weeks	0 weeks

18.03 An employee absent due to sickness or disability shall notify her supervisor or a representative of the Employer within their department of their inability to report to work and shall, at the time of notification, indicate the probable duration of the absence. Such notification shall be made prior to the start of the employee's scheduled shift.

18.04 An employee, at the request of the Employer, may be required to produce a certificate from a medical physician/ nurse practitioner for any illness in excess of three (3) working days, certifying that the employee was ill and is now able to return to work and carry out the employee's duties following such illness. Such note shall also contain sufficient information to verify the legitimacy of the absence. The employee's manager will inform the employee prior to their return to work if such certificate will be required. In exceptional or unusual circumstances, the Employer may request such certificate for absences of less than three working days duration.

A serious illness is an illness which requires an employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or bed rest for more than three (3) days.

The Employer agrees to pay the cost associated with the production of such certificate.

18.05 From time to time, employees may require time off to attend medical or dental appointments. Employees are expected to make these appointments outside of working hours where it is possible and practical to do so. Where it is not possible to book an appointment outside of normal working hours, staff are expected to try to book these appointments at the beginning or end of the work day or around a lunch hour and to coordinate such appointments ahead of time with their Manager. Where time off work is required, such appointments may be taken as vacation time off, comp time taken, flex time or as an approved leave without pay.



- 18.06 It is agreed that whenever an employee shall recover from a third party (save and except any self-insured benefits) any amount claimed for loss of wages or sick leave in accordance with the above clauses, they shall repay to the Employer forthwith the equivalent amount of any sick leave which may have been deducted, shall be restored to such employee. It is understood that this article constitutes a written authorization within the meaning of Section 13(3) of the Employment Standards Act and a mutually agreeable repayment schedule shall be arranged.
- 18.07 Short term disability/sick leave may be substituted for planned vacation when an employee's vacation has been interrupted due to a serious illness/accident of three days or more verified by a medical certificate with satisfactory proof of illness, immediately prior to and/or during an employee's vacation and article 17.04 will not apply.
- 18.08 The Employer, or designate acting on behalf of the Employer, shall have the right to require that an employee who is absent on account of disability/illness, be examined and reported upon by the employee's legally qualified attending physician. Such information shall detail any work-related restrictions, a prognosis and any other medical information deemed necessary to access and manage the employee's absence from work. The employee agrees to cooperate with the Employer with respect to obtaining the necessary information.

When the Employer requests that an employee submit a physician's report, the cost for the completion of the report will be paid by the Employer provided the employee submits a paid receipt to the Human Resources Department within seven (7) working days.

In the event that the Employer is not satisfied with medical evidence or information submitted by or on behalf of an employee, the Employer, the employee and the Union shall have a meeting to discuss the need for an independent medical assessment. At this meeting the Employer and the employee shall attempt to agree on a physician to perform the medical assessment. Where the parties are unable to agree the Employer shall provide the names of at least two (2) practitioners from which the member and her physician shall pick one to perform the assessment.

- 18.09 The employee will make a claim for sick leave coverage under the Employment Insurance program for the period of time between the expiry of short term disability coverage and the commencement of long term disability coverage.
- 18.10 An employee can use vacation or comp time to top up to 100% while on graduated Return to Work. If sick time is depleted an employee can use up to 100% vacation time in place of sick time if they request to do so.

## Article 19 – WORKPLACE ACCOMMODATION

19.01 The Employer and the Union are committed to a consistent, fair approach to meeting the needs of injured Employees or Employees recovering from an illness, to restoring them to work which is meaningful for them and valuable to the Employer and to meeting the parties' responsibilities under the law.

The Employer and the Union agree to co-operate in facilitating the return to work of returning Employees.

- a) An Employee who is ready to return to work will provide the Manager with medical verification of their ability to return to work, including specific information regarding any restrictions.
- b) As soon as practical the Manager or designate and the Union will meet with the returning Employee to create and recommend a return to work plan.
- c) In creating a back to work plan, the parties will examine the Employee's abilities and accommodation needs to determine if the Employee can return to their:
  - (i) original position;
  - (ii) original area;
  - (iii) original area/position with modifications to the work area and/or equipment and/or the work arrangement; and
  - (iv) alternate positions outside the original area.
- d) The parties agree that to find suitable accommodation work they must balance additional factors, including in no particular order:
  - (i) skills, ability and experience;
  - (ii) ability to acquire skills;
  - (iii) path of least disruption in the workplace;
  - (iv) the principle that more should be done to provide work to someone who otherwise would remain outside the active workplace.
- f) The Employer and the Union will monitor, with the Employee, progress and duties as required until the Employee is able to resume their regular duties or a decision is made that permanent changes are required. A medical certificate will be required in either case.
- g) The Employer and the Union will meet and determine the terms and conditions of any permanent accommodation that may be necessary.

19.02 If a full-time employee is, for health reasons, medically able to only work on the basis of part-time employment, the Employer may offer the employee continued employment on such a basis, if such work is available, and the employee will maintain all rights and benefits of a full time employee under this collective agreement provided the employee accepts a minimum of ten (10) shifts a month to work.

**Article 20 – WORKPLACE SAFETY INSURANCE ACT**

20.01 The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The parties agree that they mutually desire to maintain standards of Health and Safety in order to prevent accidents, injury and illness.

20.02 An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workplace and safety Insurance Benefit shall receive from the Employer payment equivalent to the payment under the WSIB as advancement. Payment under this Article will only be provided if the employee provides a written undertaking to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace and Safety Insurance Board. If the claim for the Workplace and Safety Insurance Benefits are not approved, employee would be entitled to benefits under the Short-Term Sick-Leave Plan, in accordance with Article 18.

**Article 21 – BENEFITS**

- Entitlement to benefits as set out below shall become effective commencing the first day of the month following completion of three full calendar months of continuous employment as a full-time employee. This waiting period will be waived for part-time staff that change status to full-time and have already completed three continuous months of employment.
- Benefit participation on an optional basis

Note: All benefits shall provide single or family coverage as appropriate.

21.01 (a) The Employer will provide the following benefit program:

<b><u>Life Insurance</u></b>	
Amount	2x annual earnings
Max	\$200,000
Premium Taxable	100% Employer
Termination	70 or retirement
<b><u>Basic AD&amp;D</u></b>	
Amount	2x annual earnings
Max	\$200,000
Premium Taxable	100% Employer
Termination	70 or retirement
<b><u>Optional Life</u></b>	
Unit size	\$10,000

Max	\$500,000
Proof of good health	Required
Premium	100% Employee
Termination	earlier of age 70 or retirement
<b>Spousal Optional Life</b>	
Unit size	\$10,000
Max	\$500,000
Proof of good health	Required
Premium	100% Employee
Termination	earlier of spouse's 70th or employee's retirement
<b><u>EHC</u></b>	
Overall Deductible:	None
Premium	85% Employer 15% Employee
Reimbursement	100%
Termination	earlier of age 70 or retirement
<b>Hospital Accommodation</b>	
Rehab hospital immediately after inpatient in hospital	Semi –private 120 days/calendar year
<b>Drugs &amp; Medicines</b>	
Drug Dispensing Fee	\$9.25/prescription (effective April 1, 2023) \$10.25/prescription (effective July 1, 2024)
Smoking Cessation Aids	No
Vitamins, vitamin/ mineral preparations, food supplements;	No
Fertility drugs;	No
Contraceptives (oral and other).	Yes
Diabetic Supplies	Yes
<b>Hearing Aids</b>	
Hearing aid, repairs, initial batteries	\$500/60 months
Hearing tests	Yes
Replacement batteries	Yes
<b>Vision Care</b>	

Eyeglass frames and corrective lenses, contact lenses, and repairs to frames & corrective lenses	\$400.00/24 months (effective April 1, 2022)
	\$425.00/24 months (effective July 1, 2024)
<b>Eye Exam</b>	\$100/24 months (effective April 1, 2023)
Eyeglasses and contact lenses needed due to a surgical procedure or the surgical treatment of keratoconus	\$150/person/lifetime
<b>Nursing care &amp; services (RN)</b>	
Limit	\$35,000/person/lifetime
<u>Practitioner Services</u> Physiotherapist/ Certified Athletic Therapist/ Occupational Therapist	\$500/calendar year
Clinical Psychologist/ Marriage and Family Therapist/Social Work	\$300/calendar year  \$500/calendar year (Effective July 1, 2024)
Massage Therapist	\$300/calendar year with physician referral  \$350/calendar year (Effective July 1, 2024)
Speech Pathologist/Therapist	\$300/calendar year
Speech Aids	\$500 lifetime
Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath	\$300 each paramedical per year
X-rays	Yes
<b>Prosthetic Appliances</b>	
Braces, splints, trusses, casts, cervical collars	one brace/body part per 24 consecutive months
Surgical brassieres, after mastectomy	6/person/calendar year
Stump socks	9/person/calendar year
Stump sheaths	6/person/calendar year
Surgical elastic stockings with a mean compression value of 25mmHg or higher	6/person/calendar year
Wigs, after radiation or chemotherapy	\$500/person/lifetime

Intra-ocular lens implants, contact lenses or cataract eyeglasses as a substitute for natural lens/lenses after cataract surgery or when the person lacks an organic lens	\$300/lifetime
Custom-moulded orthopaedic boots or shoes made from a positive cast	All orthopaedic boots, shoes, orthotics and modifications
Custom-moulded orthotics fabricated using raw material	combined \$550 max/calendar year
<b>Travel</b>	
Benefit Maximum	\$1,000,000 per calendar year
Trip Duration	60 days per trip
Out of Canada Referral	\$50,000/person/calendar year
Termination	Earlier of age 70 or retirement

<b>Dental</b>	
<u>Max</u>	
Basic Major	Basic & Major Combined \$2000 per person/calendar year
Orthodontic	\$1,000 lifetime for dependents age 18 and under
Premium	85% Employer 15% Employee
Deductible	None
<u>Reimbursement</u>	
Basic	100%
Major	co pay 50% Employer/50% Employee
Endodontic	100%
Orthodontic	co pay 50% Employer/50% Employee
Fee Guide	Current less 1 year ODA Fee Guide of General Practitioners
Termination	Earlier of age 70 or retirement
<u>Examinations</u>	
Complete oral	once every 3 years
Recall oral	once every 9 months
Specific oral	Once every 6 months
Emergency	Yes

21.01 (b) Definition of Dependent Child

A dependent child means an employee's or spouse's natural, legally adopted, step or foster child, who is unmarried, not engaged in active employment, dependent on you or your Spouse for financial support and under age 21.

However, a child age 21 and older who meets all other requirements of this definition will continue to be eligible for coverage under the group benefit plan provided the child is under age 25 and enrolled and in full time attendance at an accredited educational institution which provides a recognized certificate of accreditation on completion, or is incapable of self-support due to mental or physical infirmity which began while the child was covered as an dependant. Satisfactory proof of such infirmity must be given to the benefit carrier within 30 days of the date the child's coverage would normally terminate. Proof that the infirmity continues must be provided from time to time as required.

21.02 A part time employee shall receive 5.0% in lieu of health benefits and sick leave. Effective April 1, 2023 a part time employee shall receive 6.0% in lieu of health benefits and sick leave. The payment shall be calculated on regular wages (excluding vacation pay, holiday pay, overtime, premiums and percentage in lieu of benefits) and be paid on each pay.

21.03 The Employer may change benefit carriers during the term of the collective agreement. It is understood that the insured benefits described in this article will not be reduced during the term of this agreement. It is understood and agreed that such programs will be subject to the terms and conditions of any governing master policy (a copy of which will be supplied to the Union) or any statutory requirement. Any dispute over the payment of benefits shall be adjusted between the employee and the insurance company, but the employer will use its best efforts to assist the employee in dealing with the insurance company.

21.04 (a) Pensions

All full time employees as a condition of employment must join the Healthcare of Ontario Pension Plan (HOOPP) in accordance with the terms of the Plan.

(b) Pensions - Part-time Employees

All part-time employees as a condition of employment may join the Healthcare of Ontario Pension Plan (HOOPP) in accordance with the terms of the plan. Part-time employees, who do not enrol immediately at time of hire, may join HOOPP on any subsequent date.

21.05 Regular full time employees who retire early (before normal retirement age) and have at least 15 years of service at the time of retirement and who take a retirement pension, will be provided (single or family; whichever was in effect on retirement) with Extended Health (drugs, semi-private hospital and vision care) and the Dental Plan coverage up to age 65. The Employee will pay one hundred percent (100%) of the applicable premium.

21.06 The Employer shall contribute to premiums for benefit plans for employees who are on paid leave of absence including Sick Leave and Long Term Disability or Workplace and Safety Insurance benefits. The obligation of the Employer to contribute premiums for the aforesaid benefits shall continue only so long as the employment relationship between the Employer and the employee continues. The Employer shall

not contribute to premiums for benefit plans for employees who are on unpaid leaves of absence in excess of twenty (20) days. However, if the employee wishes to continue to be enrolled in respect of any of those plans and the terms of the Plan(s) do not preclude their coverage in the circumstances, the employee may elect to maintain such coverage by paying the full premium cost.

21.07 Long Term Disability

Long Term Disability coverage for full-time employees will commence on the 180<sup>th</sup> day of disability and will be paid at the rate of 66.67% of the employee’s regular rate of pay. The maximum amount payable is \$4,500.00 per month. Coverage will cease when the employee turns age 65.

The Employer shall pay the full cost of the LTD premiums for each full time member.

**Article 22 – LEAVE OF ABSENCES**

22.01 Bereavement Leave

An employee will be granted time off for bereavement leave, without loss of pay, according to the following schedule in the event of the death of:

Spouse, Child, Step Child	Seven (7) working days
Parent, Step Parent, Brother, Sister, Step Brother/Sister, Father/Mother-in-law, Son/Daughter-in-law, Brother/Sister-in-law, Grandparent, Grandparent in law, Grandchild, Dependant/Foster Child, Guardian	Five (5) working days
Niece, Nephew, Aunt, Uncle (including in-laws)	One (1) working days

The Employer, in its sole discretion, may provide a bereavement leave with or without pay, in exceptional circumstances.

Where a funeral occurs and travel at least one day each way is involved such leave may be increased by two (2) additional unpaid working days.

For all employees bereavement may be split between the funeral and the interment if the interment is held at a later date than the funeral.

It is recognized that in extreme cases, additional days may be required for bereavement purposes. Additional leave may be granted by the Employer. Leave will be defined as vacation time, banked time or unpaid leave.



## 22.02 Jury Duty and Witness Pay

Employees required to act as jurors or subpoenaed witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits, for this purpose. The Employer shall pay the Employee their full basic wage or salary for the period of such service, provided that the Employee shall turn over to the Employer at Human Resources the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the Employee presents official proof of both service and payment therefore.

## 22.03 Union Leave

- a) The Employer shall grant a leave of absence of up to two (2) years with accumulated seniority and without loss of occupational classification to any Employee to serve in a full-time position with the Canadian Union of Public Employees or any Provincial or National body with which the Union is affiliated. Such leave may be renewed upon request.
- b) At the request of the Union, the Employer will grant the Union president fulltime leave from their regular duties to deal solely with Union matters for the duration of their term in office. The Union agrees to reimburse the Employer on a yearly basis for the salary and benefits of the fulltime president.
- c) Leave of absence with accumulation of seniority for attendance for Union business, conferences, seminars and conventions will be granted to not more than three (3) Employees from each unit at any one time. For the purpose of this clause, Lindsay and Haliburton shall constitute a unit and Port Hope and Campbellford shall constitute a unit.
- d) During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits.

## 22.04 Political Candidate Leave

The Employer may grant a leave of absence of up to one (1) month without pay and without loss of seniority or occupational classification to allow an Employee to be a candidate in a federal, provincial or municipal election.

## 22.05 Personal Leave

Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Employer. Requests for personal leave may only be considered after comp, and lieu time have been depleted. Written requests are to be made as far in advance as possible, stating the reason for the leave. It shall state the anticipated start date and return date. The Senior Director or designate will reply in writing except in cases of emergency. Should the leave be less than six (6) months the Employee shall be returned to her/his original position. Should the original position

no longer exist or for leaves greater than six (6) months, the Employee shall be returned to an equivalent position in the same branch office.

## 22.06 Pregnancy & Parental Leave

Where an employee elects to receive parental leave benefits on a sixty-one (61) week schedule (extended Parental Leave) pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits on a thirty-five (35) week schedule (standard Parental Leave) pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

- (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. 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 they do not intend to make her contributions, if any.
- (e) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration (63 weeks when pregnancy leave is not taken).
- (f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty-one (61) 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 they are an adoptive parent or the

natural father, will be granted a Parental leave of up to sixty-three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If, because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (g) An employee who is on pregnancy leave as provided for under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. Note: there is a one-week waiting period for Employment Insurance Benefits.

The supplement shall be equivalent to the difference between eighty (80%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

- (h) An employee who is on parental leave as provided for under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. Note: there is a one-week waiting period for Employment Insurance Benefits.

The supplement shall be equivalent to the difference between eighty (80%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

#### 22.07 Family Medical Leave

Employees are eligible for Family Medical Leave in accordance with the Ontario Employment Standards Act, as amended from time to time.

#### 22.08 Secondment

The Employer shall grant a leave of absence of up to two (2) years with accumulation of seniority and pay and without loss of occupational classification to any Employee to serve in a full-time secondment position. The Employer shall continue to pay Union

dues for the length of the leave. The new Employer shall reimburse the Central East LHIN the amount of the full cost of applicable benefits.

#### 22.09 Educational Leave

Educational leaves of absence may be granted at the discretion of the Employer as follows:

- a) Post Graduate, Degree Programs: Usually twelve (12) months or longer; absence without pay.
- b) Certificate or Diploma Courses: Usually less than twelve (12) months; absence without pay; fifty (50%) percent of tuition fees reimbursed upon successful completion of pre-approved Central East LHIN related courses.
- c) Employees who are granted a leave of absence under (a) or (b) may elect to maintain the benefits in article 21 by paying the applicable premiums, subject to the conditions of the insurance contracts or applicable legislation. Vacation pay shall not accrue for leaves under (a) or (b).
- d) Authorized Central East LHIN related Courses and Seminars and Workshops: Usually one (1) week or less. The Employer shall continue the wages of the Employee and pay their registration fee when in attendance at such seminar or workshop, including taking or writing a required examination. Reasonable living expenses shall be paid where such course is held outside the Employee's home branch. Travel expenses will be reimbursed equivalent to the most economical method of travel upon authorization by the appropriate Manager/ Sr.Manager.
- e) Upon completion of an educational leave under (d), the Employee shall be returned to their former position in the same branch. Upon completion of an educational leave under (a) or (b), the employee shall be returned to their former classification in the same branch.

#### **Article 23 – TRANSPORTATION POLICY**

23.01 All employees who drive their own vehicle while performing duties on behalf of the Employer will be reimbursed for the use of their vehicle at the rate of fifty cents (50¢) per km effective April 1<sup>st</sup> 2012.

23.02 The cost of public transportation or authorized taxi service as required by an employee while on duty for the performance of their duties will be reimbursed by the Employer.

23.03 Employees who are required to use their personal vehicles for business on behalf of the Employer must carry insurance coverage with at least \$1,000,000.00 public liability and property damage insurance, and proof of such insurance must be filed at all times with the Employer.

23.04 When an employee is authorized to proceed directly from the employee's residence to the place of work other than the employee's base branch, the employee shall be reimbursed for the kilometres driven for the distance travelled from their residence to place of work or from base branch to place of work, whichever is the lesser. The same shall apply to the return trip.

23.05 Parking Charges

- a) Parking expenses incurred while on LHIN business will be reimbursed by the Employer.
- b) The Employer agrees to provide paid parking for staff required to park at hospitals as part of their duties.
- c) The Employer will not impose a parking charge during this Collective Agreement term. If the landlord imposes parking charges the Employer will pay all charges.

23.06 Travel time will be compensated for the difference in time between the employee's normal home – work travel and the travel to and from the remote location. Such compensation shall be at regular rates for hours falling outside the employee's normal shift.

23.07 Where an employee is required to travel between branches of the Employer or travel to off-site meetings and the employee commences and ends their work day at their base branch, the employee shall be reimbursed for all business related travel from their base branch to the other business related locations and back using the rate in clause 23.01. The kilometres reimbursed for travel between branches will be the distances published by the Employer.

**Article 24 – CONFERENCE AND COURSES**

24.01 Where an employee is authorized to attend a course, conference or workshop, they shall be reimbursed for registration fees; reasonable accommodation, if required and provided a receipt is submitted; travel by the most economical means (if by automobile, carpooling where practical); and, meals up to a maximum of \$50.00 per day with receipts and travel time as per 23.06.

24.02 Attendance at a conference, course or workshop approved by the Employer shall be without loss of regular earnings.

24.03 Where Employees are required by the Employer to take courses, the Employer shall pay one hundred percent (100%) of the tuition.

24.04 An employee shall be entitled to necessary time off, without loss of pay, benefits or seniority for the purpose of writing a final examination occurring during regularly scheduled hours of work and pertaining to a course required by the Employer.

## **Article 25 – WAGE SCHEDULE AND JOB CLASSIFICATION**

- 25.01 The job classifications and the corresponding wage rates are set out in Appendix "A" attached to this Agreement, are hereby established as the classifications and wage rates for the employees covered by this Agreement.
- 25.02 The Employer shall pay salaries and wages every other Friday in accordance with Appendix "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. The Employer will provide at least thirty (30) calendar days' written notice to the Union and the employees, except in the case of an emergency, if the payday is to be changed.
- 25.03 Upon completion of the probationary period, an employee will progress from the start rate to the next rate on the salary scale.
- 25.04 When an employee is the successful applicant to a higher rated position in another classification, such employee shall be placed at the corresponding step on the salary scale as their current position. When an employee is the successful applicant to a lower rated position in another classification, such employee shall be placed at the maximum job rate or the corresponding step on the salary scale that does not incur a decrease in salary.
- 25.05 Where an employee utilizes their seniority rights under Article 13.03 and secures a position with a lower job rate, the employee's salary shall be "red-circled" at their current salary if it exceeds the job rate for the new position. The employee will not receive any salary increase until such time as the salary for the new position obtains the level of the employee's red-circled salary at which point the employee will receive the normal salary for their position.
- 25.06 When an employee is assigned in a position of higher rating for a full shift or more, they shall receive the rate for the position for which they are relieving for the full period of the relief at the corresponding step as their current position.
- 25.07 When an employee is assigned on a temporary basis to a position paying a lower rate, their rate shall not be reduced.
- 25.08 The Employer agrees to notify the Union when a new classification covered by the scope of this Collective Agreement is established. The notification will provide the job description for the position as well as the rate of pay that has been set for the classification in relation to existing classifications in the bargaining unit. If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer to attempt to mutually agree on the rate. Such request must be made within ten (10) working days after receiving the notification from the Employer. Any change mutually agreed to will be retroactive to the date an incumbent was assigned to perform the duties of the new classification. In the event that the parties are unable to agree, the dispute concerning the new rate may be submitted as a policy grievance in accordance with the terms of this agreement. The basis for any policy grievance

decision is agreed to be based solely on the relationship of the new classification with other classifications within the Employer, having regard to the requirements of those classifications.

- 25.09 Where the duties or responsibilities of a position have substantially changed, the Employer, the Union or an employee may request that their job be reviewed in accordance with the Job Evaluation Terms of Reference.

## **Article 26 – TERM EMPLOYEES**

- 26.01 Term Employees will not acquire seniority other than as specified in the Collective Agreement. The Employer may also employ a term Employee to provide coverage for a temporarily absent full-time or part-time Employee where no existing bargaining unit member meets the requirements of the job and has expressed an interest in filling the position for the specific task or special non-recurring project and is capable of performing the work.
- 26.02 In the event that a term Employee is the successful applicant to a posted full-time or part-time position without a break in service:
- a) They shall be given seniority credit for the hours worked with the Employer.
  - b) Such credit shall be included for the purpose of completing probation period.
- 26.03 At the end of the employment period, the term Employee will be deemed terminated without recourse to the grievance and/or arbitration provisions, or the layoff provisions of this agreement
- 26.04 Term employees shall be subject to the following provisions of this Agreement:

Article 1 – Purpose  
Article 2 - Recognition  
Article 3 – Management Rights  
Article 4 – No Discrimination/Harassment  
Article 5 – Union Dues  
Article 6 – No Strike/Lockout  
Article 7 – Representation  
Article 17.01 (c) - Vacations  
Article 22 – Leaves of absence  
22.01- Bereavement Leave  
22.02- Jury Duty and Witness Pay  
22.05- Personal Leave  
22.06 Pregnancy & Parental Leave (a, b, c)  
22.07- Family Medical Leave  
Article 23 – Transportation Policy  
Article 24 – Conferences and Courses  
Article 25 – Wage Schedule

25.01 Wage Schedule and Job Classification  
25.02 Wage Schedule and Job Classification  
Appendix A: Banding and Wage Schedule  
Letter of Understanding: Inclement weather  
Letter of Understanding: Alternate hours of work

26.05 In the event of a layoff, term Employees will be released first and they will have no rights of recall.

## **Article 27 – GENERAL**

### **27.01 Union Filing Cabinet**

The Employer agrees to provide a locking file cabinet for the sole use of the Union at all branch offices.

### **27.02 Appraisals**

Each Employee shall be entitled to a copy of their appraisal upon request on completion of each appraisal. The Employee shall have the opportunity to add their views to the performance appraisal prior to it being placed on their file. It is understood that such performance appraisal does not constitute discipline.

### **27.03 Copies of Agreement**

Copies of the Collective Agreement will be printed for distribution by Union Executive to each current and new Employee. The Union will invoice the Employer for one half (1/2) the printing costs. Each current and new Employee will also have access to the Employee booklet on the Central East LHIN intranet.

27.04 The Employer shall provide a bulletin board in each branch office for the sole use of the Union to post notices of meetings, workshops, education matters and other Union related matters.

27.05 The Employer will include in its courier service to Central East LHIN sites a notice of a Union meeting, provided the Union provides the Employer with sufficient copies one (1) week in advance of delivery. The copies will be so delivered to the above location(s) if the Employer was otherwise delivering to the above location(s). The Employer will not be liable in any way in the event the material is not delivered.

27.06 The Union Executive shall have access to the Employer's email system to communicate with its members.

27.07 Where an employee is required to carry a cell phone or alternate communication devices to facilitate the performance of their work or for safety reasons as recommended by the joint health and safety committee, the employer will provide the necessary device or tool at no cost to the employee. The device(s) are to be used



exclusively for business purpose. Alternately, the employer will reimburse the employee \$15.00 per month if they choose to use their own cell phone on a regular basis for work related business. The employee must adhere to the employer's policies relating to the use of any cell phone or alternate communication device and understands that a violation of such policy may lead to disciplinary action.

## **Article 28 – TECHNOLOGICAL CHANGE/RESTRUCTURING**

28.01 The Employer undertakes to notify the Union sixty (60) calendar days in advance, of any technological changes or restructuring which the Employer has decided to introduce which will significantly change the status of Employees within the bargaining unit.

28.02 The Employer shall retain the responsibility and the right to determine the methods through which services are provided. However, in the event that an Employee service is displaced from their job by technological change, the Employer and Union will take one or a combination of the following actions:

- a) Relocate the Employee in another job in their area of competency, if such is available within the branch/unit/organization.
- b) If (a) is not possible, but a position is available for which the Employee could be retrained within a period of six (6) months, assume responsibility for retraining of the Employee.
- c) If none of the foregoing action is attainable, and it is necessary to terminate the employment of the Employee, provide them with six (6) months notice of termination and provide the employee with a separation settlement of three (3) week's salary per year of service.
- d) Should there be an introduction of new equipment, due to technological change when advanced training is necessary, the Employer will extend such training to the senior Employees in the classification involved, provided they are trainable.
- e) Lay off the Employee in accordance with the provisions of Article 13.

## **Article 29 - MERGER AND AMALGAMATIONS**

29.01 Subject to legislative requirements, in the event the Employer merges or amalgamates with any other body, the Employer will make its best effort in undertaking to ensure that:

- a) Employees shall be credited with their seniority with the new Employer.
- b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.

- c) All work and services presently performed by bargaining unit members shall continue to be performed by the members with the new Employer.
- d) Conditions of employment and wage rates will be maintained.
- e) Employees shall not suffer a loss of employment as a result of merger.
- f) Preference in location of employment with the new Employer shall be on the basis of seniority, subject to the Employee's ability to meet the normal requirements of the job after a familiarization period of thirty (30) days.

**Article 30- DURATION OF AGREEMENT**

30.01 This Agreement shall be binding and shall remain in effect from the 1<sup>st</sup> day of April 2024 to the 31<sup>st</sup> day of March 2025 and shall continue in force from year to year thereafter unless notice of intention to revise or terminate the Agreement is given in writing by either party to the other party within the period of ninety (90) days and thirty (30) days prior to the expiry date of this Agreement.

30.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the term of this agreement.

30.03 Supplementary Agreements, if any, shall, where so designated, form part of this Agreement, and are subject to the grievance and arbitration procedure.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

*Lorna Shipley*  
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*[Handwritten Signature]*  
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*Clare Aitken*  
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*Stephanie Beaman*  
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*Angela Salmon*  
\_\_\_\_\_

\_\_\_\_\_

*Desiree Glenday*

The employer and the union agree, July 2, 2021, based upon the PV, to implement effective June 30, 2021, the following new 40 points band structure which shall prevail over the collective agreement.

## Appendix A

### Band 1

Communications Clerk  
Central Referral Clerk (Inactive)  
Housekeeper (Inactive)  
Medical Equipment Assistant (Inactive)

### Band 3

Team Assistant  
Switchboard/Receptionist  
Facility Assistant  
Contract Assistant  
I&R Intake Rep (Inactive)  
Medical Supply Assistant (Inactive)  
Caretaker (Inactive)

### Band 5

Accounts Payable Assistant  
Project Analyst  
Inventory Control Assistant (Inactive)  
Purchasing Coordinator  
Service Desk Level 1

### Band 7

Quality Improvement Facilitator  
Communications Coordinator  
Risk Management Analyst  
Decision Support Data Extraction Analyst  
New Media Specialist  
Sr Analyst, Finance & Risk Management (Inactive)  
Senior Analyst, Contracts (inactive)  
Graphic Designer

### Band 9

Systems Specialist, Information Management Systems  
Systems Specialist, Technology  
Systems Specialist, Network

### Band 2

Decision Support Data Integrity Assistant

### Band 4

Manager Assistant  
Health Records Assistant  
Finance Assistant  
Billing and Reconciliation Assistant  
General Accounting Associate  
Quality Associate  
Quality/Decision Support Assistant (Inactive)  
Business Process and Evaluation Associate (Inactive)

### Band 6

Community Education and Outreach Representative  
Facilities and Purchasing Coordinator  
Educator, Learning and Development  
Business Process and Evaluation Analyst

### Band 8

Decision Support Data Management Analyst  
Self-Management Coordinator  
Service Desk Level 2  
Health Records Associate  
Contract Management Analyst  
Coordinator, Palliative Care (Inactive)  
Coordinator, Clinical Care Program (Inactive)  
Planner (Inactive)

## Wage Schedule

01-Apr-2024	3.00%				
	Start	End of	Year 1	Year 2	Year 3
Band		Probation			
1	21.29	22.15	23.03	24.18	25.14
2	23.35	24.28	25.25	26.52	27.58
3	26.22	27.26	28.36	29.77	30.96
4	28.96	30.12	31.33	32.89	34.21
5	29.51	30.70	31.93	33.53	34.87
6	33.52	34.86	36.25	38.07	39.59
7	35.64	37.06	38.54	40.47	42.08
8	37.06	38.60	40.20	41.88	43.54
9	39.20	40.80	42.42	45.63	47.23

Note: hourly rate may need to be adjusted by one cent due to 5 decimal rounding: need to confirm with employer.

Letters of Understanding

B: LOU Seniority Conversion

C: LOU Inclement Weather

D: LOU Alternate Hours of work

E: LOU Workload Issues

F: (a) LOU Job Sharing- **Grandparented**

F: (b) LOU Job Sharing- **New**

G: LOU Grandfathering Retiree benefits

H: LOU Applicant Pool

**B - LOU - Seniority Conversion**

**LETTER OF UNDERSTANDING**

Between

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE  
and

*CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3313*

RE: SENIORITY CONVERSION

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The Parties wish to maintain consistency & fairness regarding seniority conversion. The parties agree that if the full time Employees identified below are reverted to part time status that their seniority shall be converted on the same basis it was earned on the full time list. This agreement applies to the following Employees:

Anne Jones shall have her date converted on the basis of 1750 hours worked.

This agreement will only apply for the initial placement back on to the part time list.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

*Lorna Shipley* \_\_\_\_\_

*Clare Aitken* \_\_\_\_\_

*Stephanie Beaman* \_\_\_\_\_

*Angela Salmon* \_\_\_\_\_

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*[Signature]* \_\_\_\_\_

*Desiree Glenday*

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**C - LOU – INCLEMENT WEATHER**

**LETTER OF UNDERSTANDING**

Between

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE  
and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3313

RE: INCLEMENT WEATHER

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From time to time, severe weather conditions may prompt changes in the hours of work or office closures. Should conditions warrant, the CEO or designate may change the hours of work/close offices. The CEO or designate shall consider the geographic location in relation to weather conditions when making the decision to change hours/close offices.

When the CEO or designate changes the regular hours of work/close offices due to inclement weather, employees affected will not be required to charge the time not worked to accumulated vacation or compensating time, nor will they be required to make up the time lost.

When employees are not at work due to illness, vacation or leave of absence when the hours of work are changed due to inclement weather, their total time away from work will remain charge as sick leave, vacation, or leave of absence.

If an employee requests time off work during regularly scheduled hours of work as a result of weather conditions, the time off must be charged against the employee's accumulated vacation or compensating time credits or the time may be deducted as leave of absence without pay unless the CEO or designate has changed the hours of work as noted above. Your Manager must approve any such absence.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

Lorna Shipley  
Clare Aitten  
Stephanie Beaman  
Angela Salmer

Desiree Glenday

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

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**D - LOU – Alternate Hours of Work  
LETTER OF UNDERSTANDING**

Between

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE  
and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3313

RE: ALTERNATE HOURS OF WORK

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The parties agree that in some specific positions different alternate hours of work arrangements may be feasible. The purpose of such arrangements is to attempt to facilitate the work-life balance for staff and to meet the operational needs of the organization. An employee or the Employer may initiate a request for an alternate hours of work arrangement.

Where the parties agree to any alternate hours of work arrangements, such terms and conditions shall take precedence over any other terms of the collective agreement. Any arrangements shall be in writing and signed by the employee, the Union, and the Employer. Any such arrangement must have the approval of the applicable Vice President or delegate.

Any individual or group arrangement may be cancelled by either the employee, the Union or the Employer with 30 calendar days written notice to the other party.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024-~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

Lorna Shipley

Clare Attkin

Stephanie Beaman

Angela Salmon

Desiree Glenday

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

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**E- LOU- Workload Issues  
LETTER OF UNDERSTANDING**

Between

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3313

RE: WORKLOAD ISSUES

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Concerns from employees regarding workload may be discussed with the appropriate Sr. Manager or designate.

Discussions surrounding workload will focus on exchanging information, developing solutions and making recommendations, where possible. Such recommendations will be forwarded to the appropriate Sr. Director or designate.

Where the recommendations are not feasible to implement the Sr. Director or designate will advise the parties involved.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

*Lorna Shipley*

\_\_\_\_\_

*Clare Attkin*

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*Stephanie Beamer*

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*Angela Salmon*

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*Desiree Glanday*

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

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**F (a) - LOU – Job Sharing- Grandparented  
LETTER OF UNDERSTANDING**

Between

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE  
and

*CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3313*

RE: GRANDFATHERING OF JOB SHARING LANGUAGE FOR EMPLOYEES IN JOB SHARE POSITIONS BEFORE CONTRACT RATIFICATION OF OCTOBER 1, 2018.

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This agreement covers the terms and conditions for the employees in a job share position as of the date of ratification. Namely the following individuals:, Frances Howran, and Shannon Waines.

Should there be a discrepancy between this agreement and the Collective Agreement, this agreement takes precedence over the terms and conditions of the Collective Agreement for job sharing employees only.

Job sharing differs from the traditional view of part time work which is one part time employee performing the duties of one part time position. Job sharing is a regular, ongoing arrangement between two employees and their employer and their union to share the responsibilities of one full time position.

The parties realize that not all positions are appropriate for job sharing and not all employees may be able to participate in the job sharing program because of job duties, operational needs, experience etc. The decision to allow job sharing in a position rests exclusively with the Employer. Thus, no grievance will be filed over the decision by a manager that does not permit participation on a job share arrangement; however, the Employer will receive concurrence of the Union before it is confirmed.

Where an employee wants to enter into a job share arrangement, the following conditions will apply:

- a) 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 their position.
- b) Applications shall be in writing to the employee's manager with a copy to Human Resources and the Union.
- c) The decision on how to fill the resulting vacancy created by a job-sharing arrangement rests solely at the discretion of the manager in which area the vacancy occurs.
- d) It is understood that a job-shared position is a full-time position while the participants in a job sharing arrangement are part-time employees. Upon the termination of the job sharing arrangement, the position will be filled by one full-time employee.

- e) The full-time employee whose position is modified for a job share arrangement will be awarded one portion and the other portion will be filled by posting the other portion in accordance with the Collective Agreement.
- f) If one of the job sharers leaves her position and the remaining Job Sharer, the Union and the Employer wish to continue with the job sharing arrangement the employer will post the remaining portion in accordance with the collective agreement. In the interim, the remaining job share person may be required to work full-time.
- g) Where there is no suitable applicant to a vacant portion of a job share position, the job share arrangement shall terminate. If the remaining job sharer originally held the full-time position, they shall resume their former position. If the job sharer who remains was a full time employee, prior to the job share they shall remain in the position as a full time employee. If the job sharer who remains was a part time employee, they shall revert to a part-time employee and the job share position will be posted as a full-time position.
- h) The Employer, the Union 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 may be made at the request of either party at three (3) months, six (6) months, and twelve (12) months and on an annual basis thereafter.
- i) Either party to the Collective Agreement may discontinue the job sharing process with sixty (60) days' notice. This right will only be exercised after the completion of the first review required under the previous paragraph. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary.
- j) The particular terms of any job shared arrangement will be agreed to beforehand by the manager, the Union and the two employees who are entering into the job share arrangement.
- k) Each job sharer shall be entitled to the same terms for all purposes under the Collective Agreement as non-job share part-time employees except as otherwise expressed provided:
  - i) Total hours worked by the job sharers will equal one full-time position. The work schedules of the job sharers will be approved by the manager.
  - ii) The employer will work together with both members of the job share team to ensure that communication tools are in place. As a result, job sharers will be fully informed in respect of each other's work, and fully informed of those communications that are not generally distributed but rather are only issued to attendees at individual meetings.
  - iii) Job sharers will be required to cover their partner for such planned short-term absences such as vacations and planned medical leaves and will attempt to provide coverage for unplanned short-term absences.
  - iv) Notwithstanding Article 12, in the event that one job sharer goes on a leave of absence exceeding thirty (30) calendar days, the remaining partner has the option of covering all of the absent partner's hours for the duration of the absence. If the employee is unable to cover the entire leave of absence, in whole or in part, the available hours may be posted and filled as a temporary vacancy.

- v) Job sharers, as part-time employees, are entitled to work additional hours should such be available. Such additional hours are outside of the job sharing arrangement.
- vi) Workers involved in job sharing arrangements will continue to be members of the Local. Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job share period.
- vii) Job sharing requests will only be considered, if the employees who make the request commit to the job sharing position for a minimum of 12 months. A job sharer who wants to return to full-time employment must apply to a job posting and be the successful applicant.
- viii) If either of the job sharers terminates the job sharing arrangement by either accepting another full-time position or terminating employment, the job share Agreement is deemed to be terminated for both unless (f) applies.
- ix) Each job sharer will be paid half the daily rate of a regular full-time employee for each designated holiday.
- ix) Each job sharer will receive one-half of the vacation entitlement of a regular full-time employee according to their length of service.
- x) Each job sharer will be entitled to one-half of the sick leave benefits of a regular full time employee.
- xi) Each job sharer will receive mileage in accordance with the Collective Agreement if applicable.
- xii) Each job sharer will receive one-half of any other full time entitlements in the Collective Agreement unless otherwise expressly agreed to by the parties.
- xiii) All benefits will continue to be made available to employees who job share. The Employer will not be required to contribute or pay premiums or provide benefits that exceed the cost of the benefits for one employee in the full-time position. The job sharers shall make up the difference or share the level of benefits.
- xiv) Job sharers shall not take vacation at the same time unless approved by the Employer.
- xv) Each job sharer as a condition for participating in the job sharing arrangement shall be required:
  - a) to be available for any in-service for which they would have been available but for their participation in the job sharing arrangement. Participants will first seek to switch their schedules, with the approval of their Manager, to allow both parties to attend the in-service. If the scheduled work for the participants and of the in-services does not permit a switch of schedules which would allow the attendance of both participants, then the Employer may require the participant who would otherwise miss the in-service to attend and will pay the participant for the time at the in-service but will not be required to pay any minimum reporting pay; and
  - b) in co-operation with their job sharing partner, communicate sufficient information to each other to provide continuity in service delivery and the additional time to do so shall be without pay.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024-~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

*Lorna Shipley*

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*Clare Aitken*

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*Stephanie Beaman*

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*Angela Salmon*

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*Desiree Glenday*

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

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**F (b) LOU- Job Sharing New**

**LETTER OF UNDERSTANDING**

Between

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE  
and

*CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3313*

**RE: JOB SHARING LANGUAGE FOR EMPLOYEES IN NEW JOB SHARE POSITIONS  
AFTER CONTRACT RATIFICATION OF OCTOBER 1, 2018.**

---

This agreement covers the terms and conditions for the job sharing of positions within the bargaining unit. Should there be a discrepancy between this agreement and the Collective Agreement, this agreement takes precedence over the terms and conditions of the Collective Agreement for job sharing employees only.

Job sharing differs from the traditional view of part time work which is one part time employee performing the duties of one part time position. Job sharing is a regular, ongoing arrangement between two employees and their employer and their union to share the responsibilities of one full time position.

The parties realize that not all positions are appropriate for job sharing and not all employees may be able to participate in the job sharing program because of job duties, operational needs, experience etc. The decision to allow job sharing in a position rests exclusively with the Employer. Thus, no grievance will be filed over the decision by a manager that does not permit participation on a job share arrangement.

Where an employee wants to enter into a job share arrangement, the following conditions will apply:

- a) 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 their position.
- b) Applications shall be in writing to the employee's manager with a copy to Human Resources and the Union.
- c) It is understood that a job-shared position is a full-time position while the participants in a job sharing arrangement are part-time employees. Upon the termination of the job sharing arrangement, the position will be filled by one full-time employee.
- d) The full-time employee whose position is modified for a job share arrangement will be awarded one portion and the other portion will be filled by posting the other portion in accordance with the Collective Agreement.
- e) If one of the job sharers leaves her position and the remaining Job Sharer, the Union and the Employer wish to continue with the job sharing arrangement the employer will post the remaining portion in accordance with the collective agreement. In the interim, the remaining job share person may be required to work full-time.
- f) Where there is no suitable applicant to a vacant portion of a job share position, the job share arrangement shall terminate. If the remaining job sharer originally held the

full-time position, they shall resume their former position. If the job sharer who remains was a full time employee, prior to the job share they shall remain in the position as a full time employee. If the job sharer who remains was a part time employee, they shall revert to a part-time employee and the job share position will be posted as a full-time position.

- g) The Employer, the Union 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 may be made at the request of either party at three (3) months, six (6) months, and twelve (12) months and on an annual basis thereafter.
- h) Either party to the Collective Agreement may discontinue the job sharing process with sixty (60) days' notice. This right will only be exercised after the completion of the first review required under the previous paragraph. Upon receipt of such notice, a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary.
- i) The particular terms of any job shared arrangement will be agreed to beforehand by the manager, the Union and the two employees who are entering into the job share arrangement.
- j) Each job sharer shall be entitled to the same terms for all purposes under the Collective Agreement as non-job share part-time employees except as otherwise expressed provided:
  - i) Total hours worked by the job sharers will equal one full-time position. The work schedules of the job sharers will be approved by the manager.
  - ii) The employer will work together with both members of the job share team to ensure that communication tools are in place. As a result, job sharers will be fully informed in respect of each other's work, and fully informed of those communications that are not generally distributed but rather are only issued to attendees at individual meetings.
  - iii) Job sharers will be required to cover their partner for such planned short-term absences such as vacations and planned medical leaves and will attempt to provide coverage for unplanned short-term absences.
  - iv) Notwithstanding Article 12, in the event that one job sharer goes on a leave of absence exceeding thirty (30) calendar days, the remaining partner has the option of covering all of the absent partner's hours for the duration of the absence. If the employee is unable to cover the entire leave of absence, in whole or in part, the available hours may be posted and filled as a temporary vacancy.
  - v) Job sharers, as part-time employees, are entitled to work additional hours should such be available. Such additional hours are outside of the job sharing arrangement.
  - vi) Workers involved in job sharing arrangements will continue to be members of the Local. Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job share period.
  - vii) Job sharing requests will only be considered, if the employees who make the request commit to the job sharing position for a minimum of 12 months. A job sharer who wants to return to full-time employment must apply to a job posting and be the successful applicant.
  - viii) If either of the job sharers terminates the job sharing arrangement by either accepting another full-time position or terminating employment, the job share Agreement is deemed to be terminated for both unless (e) applies.

- ix) Each job sharer will be paid in-lieu of stat pay as per article 16.01 a).
- x) Each job sharer will receive in-lieu of vacation according to their length of service as per article 17.01 b).
- xi) Each job sharer will in-lieu of benefit & sick leave as per article 21.02.
- xii) Each job sharer will receive mileage in accordance with the Collective Agreement if applicable.
- xiii) Job sharers shall not take vacation at the same time unless approved by the Employer.
- xiv) Each job sharer as a condition for participating in the job sharing arrangement shall be required:
  - a) to be available for any in-service for which they would have been available but for their participation in the job sharing arrangement. Participants will first seek to switch their schedules, with the approval of their Manager, to allow both parties to attend the in-service. If the scheduled work for the participants and of the in-services does not permit a switch of schedules which would allow the attendance of both participants, then the Employer may require the participant who would otherwise miss the in-service to attend and will pay the participant for the time at the in-service but will not be required to pay any minimum reporting pay; and
  - b) in co-operation with their job sharing partner, communicate sufficient information to each other to provide continuity in service delivery and the additional time to do so shall be without pay.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

*Lorna Shipley*  
\_\_\_\_\_

*Clare Aitken*  
\_\_\_\_\_

*Stephanie Greener*  
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*Angela Salmon*  
\_\_\_\_\_

*Desiree Glenday*

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

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**G- LOU – Grandfathering Retiree Benefits  
LETTER OF UNDERSTANDING**

Between

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE  
and

*CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3313*

RE: GRANDFATHERING RETIREE BENEFITS

---

The parties agree that current retired staff as of the date of ratification who are in receipt of employee health benefits will continue to maintain those benefits on the same basis as they currently receive.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024-~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

*Lorna Shipley*  
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*Clare Atten*  
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*Stephanie Beaman*  
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*Angela Salmon*  
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*Desiree Glenday*

**H: LOU- Applicant Pool  
LETTER OF UNDERSTANDING**

Between

CENTRAL EAST COMMUNITY CARE ACCESS CENTRE  
and

*CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3313*

RE: APPLICANT POOL

---

The parties agree that the employer will create generic external postings for positions to develop a pool of potential external applicants for frequently posted positions (i.e... Team Assistant, Quality Improvement Facilitator) for the Central East LHIN.

The pool of applicants would be drawn from ONLY in the event that there are no successful internal applicants for an internal posting.

This LOU may be cancelled by either the Union or the Employer with 30 calendar days written notice to the other party.

Dated at Whitby, Ontario this 8th day of January 2025. ~~2024~~

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3313

CENTRAL EAST LOCAL HEALTH  
INTEGRATION NETWORK

*Lorna Shipley*  
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*Clare Attkin*  
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*Angela Salmon*  
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*Desiree Glenday*