

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 276**

**and**

**Grey Bruce Health Unit – Support**

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**DURATION: January 1, 2021 – December 31, 2022**



TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – RECOGNITION.....	1
ARTICLE 3 – DEFINITIONS .....	1
ARTICLE 4 – NO DISCRIMINATION .....	2
ARTICLE 5 – MANAGEMENT RIGHTS .....	3
ARTICLE 6 – NO STRIKES - NO LOCKOUTS.....	3
ARTICLE 7 – UNION SECURITY .....	3
ARTICLE 8 – PERSONNEL FILES .....	4
ARTICLE 9 – UNION REPRESENTATION.....	4
ARTICLE 10 – GRIEVANCE PROCEDURE .....	6
ARTICLE 11 – ARBITRATION .....	9
ARTICLE 12 – SENIORITY.....	10
ARTICLE 13 – POSTING AND FILLING OF VACANCIES .....	12
ARTICLE 14 – LAYOFF AND RECALL.....	14
ARTICLE 15 – HOURS OF WORK AND OVERTIME .....	16
ARTICLE 16 – LEAVES OF ABSENCE.....	18
ARTICLE 17 – RATE OF PAY.....	22
ARTICLE 18 – PAID HOLIDAYS.....	24
ARTICLE 19 – VACATION .....	25
ARTICLE 20 – SHORT TERM DISABILITY BENEFITS AND SICK LEAVE .....	27
ARTICLE 21 – INSURANCE AND PENSIONS.....	28
ARTICLE 22 – TRAVEL ALLOWANCE AND EXPENSES .....	29
ARTICLE 23 – CONTRACTING OUT.....	30
ARTICLE 24 – TERMINATION OF EMPLOYMENT .....	30
ARTICLE 25 – PANDEMIC AND PUBLIC HEALTH EMERGENCY .....	31
ARTICLE 26 – EMPLOYEE RIGHT TO REPRESENTATION.....	31
ARTICLE 27 – COPY OF THE AGREEMENT .....	32
ARTICLE 28 – MISCELLANEOUS.....	32
ARTICLE 29 – DURATION .....	32
Schedule A .....	33
LOU RE: Individual Special Circumstance Arrangements.....	35
LOU RE: Overtime/Weekend Work .....	38

## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations. It provides the means for the settlement of grievances and the final settlement of disputes. It is recognized that both the employees and the Employer wish to provide the best possible services to the public.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all office and clerical employees of the Employer save and except supervisors, persons above the rank of supervisor, Executive Assistant, Administrative Secretary/Accounting Assistant, Computer Systems Technician, Accountant, students on a cooperative work program and employees represented by another union.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 The term "employee(s)" as used in this Agreement shall mean only those employees who are included in the bargaining unit as defined in clause 2.01 above.
- 3.02 A "full-time employee" is one who works thirty-five (35) hours per week on a regularly scheduled basis.
- 3.03 A "part-time employee" is one who usually works less than thirty-five (35) hours per week on a regular basis.
- 3.04 A "permanent employee" is one who is hired for an indefinite period.
- 3.05 A "probationary employee" is a new employee who is hired on a permanent basis but who has not yet completed one-thousand (1,000) hours worked in the case of a new full-time hire. In the case of a new part-time hire, a probationary employee is a new employee who is hired on a permanent basis but who has not yet completed five-hundred (500) hours or six (6) months of employment whichever shall first occur. The probationary period may be extended by agreement of the Employer, the Union and the employee concerned by a maximum of two (2) months worked. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.
- 3.06 a) A "temporary employee" is one who is required:  
i) to replace an employee who:

- is on vacation; or
  - is temporarily transferred to another position with the Employer; or
  - is on an approved leave of absence; or
  - has a compensable or non-compensable accident or illness; or
  - ii) to temporarily fill a vacant permanent position while action is being taken to fill the permanent position; or
  - iii) for a specific period or to perform a specific project not to exceed twelve (12) months unless the parties agree to an extension in writing; or
  - iv) to work on an occasional or as needed basis.
- b) The Employer will outline to the employee the circumstances giving rise to the temporary position and the conditions attached to it. Upon request, such information will be provided to the Union in writing.
  - c) No temporary employee will be hired if existing qualified part-time employees wish to increase their normal hours of work per week and this increase can meet the operational requirements of the Employer.
  - d) Any temporary help from an employment agency shall be limited to a maximum of two (2) weeks (10 working days) in a bargaining unit position. If retained at the Health Unit beyond two (2) weeks (10 working days) the agency employee must become a temporary Health Unit employee and be covered by the terms of this Collective Agreement.
- 3.07 A temporary position is a posted position for a specific period or a specific project not to exceed twelve (12) months unless the parties otherwise agree in writing.
- 3.08 In this Agreement, the use of a feminine pronoun shall be construed as if the masculine pronoun had been used where the context so requires.
- 3.09 For the purposes of this Agreement "working days" means days in which the Employer's offices are open.

#### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or any of their representatives because of any employee's membership or non-membership in the Union or because of any activity or lack of activity in the Union.
- 4.02 The Employer and the Union agree that there will be no discrimination or harassment, within the meaning of the Ontario Human Rights Code, practised by either of them or by any of their representatives.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Employer. The Employer retains all rights not otherwise specifically and expressly abridged in this Agreement.
- 5.02 An employee who has not completed the probationary period may be laid off or discharged at the sole discretion of the Employer.
- 5.03 The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.

## **ARTICLE 6 – NO STRIKES - NO LOCKOUTS**

- 6.01 There shall be no strikes or lockouts for the term of this Agreement as provided in the Ontario Labour Relations Act, R.S.O. 1980, c. 232 as amended.

## **ARTICLE 7 – UNION SECURITY**

- 7.01 No employee in the bargaining unit shall be required to become a member of the Union as a condition of employment. Notwithstanding the option to become or refrain from becoming a member of the Union, all employees within the bargaining unit are required to pay Union dues in the manner set out below.
- 7.02 The Employer shall deduct on a bi-weekly basis from the salary of employees covered by this Agreement, such bi-weekly dues as may be adopted and designated by the Union. The Union dues shall be deducted from the employee's pay beginning with the pay period in which the employee commences employment.
- 7.03 The Employer will provide each employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes.
- 7.04 The Union shall notify the Employer in writing of the amount of such dues and shall notify the Employer in writing of any changes in these amounts during the term of this Agreement.
- 7.05 Dues deducted pursuant to paragraph 7.02, together with a list of the names of the employees from whom such deductions have been made and the specific amounts of those deductions, shall be remitted by the Employer to the Union at its Head Office, not later than the fifteenth (15th) day of the month following the month in which the deductions were made. A copy of the list accompanying the dues deductions shall be provided by the Employer to the ranking local unit steward.

- 7.06 The Union shall indemnify and save the Employer and its agents harmless from any and all claims with respect to all dues so deducted and remitted under the terms of this Article.
- 7.07 The Union will provide new employees with a copy of the Union's New Employee Information Kit as soon as is practicable following hire.

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with a Union representative and the Collective Agreement.

#### **ARTICLE 8 – PERSONNEL FILES**

- 8.01 An employee shall have the right at any time to have access to and review her personnel file on reasonable notice, doing so in the presence of the Employer. The employee shall also have the right to make copies of any documents in the file. The provisions of this sub-article shall also apply to an employee in a situation of termination or layoff, provided such request is made within three (3) months from the date of termination or layoff.
- 8.02 When a document or a notation is added to an employee's personnel file, that employee shall be notified and provided with the reasons for these items being added to his/her file. An employee notified of the addition of a document or notation to his/her file shall have the right to have any response he/she chooses to make attached to any document or notation. The employee's record will be cleared after eighteen (18) months of active employment provided that there has been no further similar discipline during that time period.

#### **ARTICLE 9 – UNION REPRESENTATION**

- 9.01 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer; or during working hours except as expressly permitted by this Agreement. It is understood that no meetings by the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Director of Corporate Services or designate.
- 9.02 **Stewards**  
The Employer will recognize at least three (3) members of the bargaining unit as Union Stewards. When the complement of employees in the bargaining unit is over twenty (20) the Employer will recognize one (1) additional steward for every six (6) employees or part thereof to a maximum of six (6) stewards in total. The stewards shall be employed in

and represent the employees in the Health Unit. In order to be eligible to be a steward, an employee must have completed her probationary period.

When resuming her regular duties and responsibilities, such steward shall again report to the employee's Manager or designate. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

**9.03 Negotiating Committee**

The Employer acknowledges the right of the Union to select up to three (3) employees to form the Negotiating Committee. In order to be eligible to be a member of the Negotiating Committee, an employee must have completed her probationary period. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this Agreement.

The Employer shall be responsible for payment of wages of the employees on the negotiating committee for a maximum of five (5) days of negotiations. It is further agreed and understood between the parties that the Union shall be responsible for payment of such employees' wages for the two (2) days used in preparation for negotiations.

Each party shall be responsible for their own costs including wages in the eventuality a third party becomes involved in the negotiation process. Each of the parties shall equally share the fee and expenses, if any, charged by a third party during the conciliation and/or mediation process.

**9.04 Health and Safety Committee**

The Union shall be entitled to have one (1) voting representative and one (1) alternate representative on the Joint Health and Safety Committee. The Committee shall meet in accordance with the requirements of the Occupational Health and Safety Act.

**9.05 Management/Union Committee**

The Employer recognizes a Management/Union Committee composed of three (3) representatives of both the Employer and the local Union. The function of this committee is to discuss matters of mutual concern. It is understood that grievances or negotiations shall not be discussed by this committee. Meetings shall be convened on request or at least two (2) times per calendar year. The committee may be expanded as necessary by mutual consent. Minutes of any meetings shall be sent to the Director of Corporate Services, or designate, and to the Union's Staff Representative.

**9.06** The Union acknowledges that its stewards have regular duties to perform on behalf of the Employer, and consequently a steward shall not leave her regular duties without first obtaining permission to do so from the

employee's Manager or designate. It is understood that the discussion of grievances and the taking of time away from regular duties shall be kept to a minimum, and therefore permission shall not be unreasonably withheld. Stewards shall return to their regular duties as expeditiously as possible. The Employer reserves the right to limit such time if the time requested is unreasonable.

- 9.07 Stewards and Committee Members shall receive their regular rates of pay at straight time for time spent in Employer/Union meetings during their normally scheduled hours of work up to a maximum of seven (7) hours per day. It is understood that this paragraph does not apply to attendance at mediation or arbitration.
- 9.08 The Union shall notify the Employer in writing of the names of its officers, stewards and Committee members. The Employer shall not be required to recognize any Union representative until such notification from the Union has been received.
- 9.09 In order to ensure that Union stewards are able to complete their regular duties and responsibilities for the Employer, the Union shall endeavour that the same Union steward shall not hold more than two (2) positions (including steward) at the same time.

#### **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01 It is the mutual desire of the parties hereto that complaints of the employees shall be addressed as quickly as possible and it is understood that any employee may present an oral complaint at any time, without recourse, to the grievance procedure herein.
- 10.02 It is understood that an employee has no grievance until she has first given the employee's Manager or designate an opportunity to have her complaint addressed.
- 10.03 A grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement, or, in the case of an employee who has acquired seniority under this Agreement, a complaint that she has been discharged or disciplined without just cause.
- 10.04 No grievance or complaint shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance. In the case of a grievance involving computation of pay, the grievance may be filed within ten (10) working days after receipt of pay.
- 10.05 The following shall be the procedure in processing and handling grievances:



**Step No. 1** – If the employee has a complaint she shall discuss it with the employee's Manager or designate. The employee may, at her discretion, be accompanied by a Union steward at this discussion. The employee's Manager or her designate shall communicate a reply to the complainant within ten (10) full working days following the day on which the grievance was presented to her. Failing settlement, then;

**Step No. 2** – Within ten (10) full working days following the decision under Step No. 1, the employee may, with the assistance of a Union steward if she desires, submit a signed, dated, written statement of such grievance to the Department Manager, Human Resources or designate. The nature of the grievance, the article(s) of the Agreement that has been allegedly violated or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The Department Manager, Human Resources or designate shall deliver her decision in writing within ten (10) full working days following the day on which the grievance was presented to her. Failing settlement then;

**Step No. 3** – Within ten (10) full working days following the decision under Step No. 2, the employee may, with the assistance of a Union steward if desired, submit the written grievance to the Director of Corporate Services or designate who will hold a meeting within ten (10) full working days with the grievor, a Union steward and a Union Staff Representative if requested by either party, to discuss the grievance. The Director of Corporate Services or designate will give her decision in writing within ten (10) full working days from the date of the meeting.

#### 10.06 **Group Grievance**

Where two (2) or more employees have identical grievances and each would be entitled to grieve separately, they may present a group grievance at the appropriate step of the Grievance Procedure.

#### 10.07 **Policy Grievance**

A grievance arising directly between the Employer and the Union concerning the general interpretation or application of this Agreement shall be originated under Step No. 3.

Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within ten (10) full working days after the original circumstances giving rise to the grievance have occurred. The grievance must be signed by the Director of Corporate Services, or designate, or the designated Union Representative, or designate, whichever is applicable. The reply on behalf of such responding party shall be made by their designated representative as noted above in writing within ten (10) full working days from the date of the meeting.

#### 10.08 **Discipline Grievance**

An employee, other than a probationary employee, claiming that she has been disciplined without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step No. 3 of the Grievance Procedure providing such grievance is lodged with the Director of Corporate Services or designate within ten (10) full working days of the discipline.

10.09 The parties expressly agree that this Article does not apply in the case of layoff, failure to recall from layoff or discharge for any reason whatsoever of a probationary employee.

10.10 Any step of the Grievance Procedure may be waived by mutual agreement confirmed in writing between the Employer and the Union.

10.11 All agreements arrived at between the Employer and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.

10.12 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified shall be deemed to have been dropped and if commenced considered to have been settled on the basis of the Employer's reply to the grievance. However, time limits specified in the Grievance Procedure may be extended by mutual agreement confirmed in writing between the Employer and the Union. If no written answer has been given to the grievance within the time limits specified, the grievor shall be entitled to submit the grievance to the next stage including Arbitration.

10.13 If final settlement of the grievance is not reached at Step No. 3 including the question of whether the matter is arbitrable, then the grievance may be referred in writing by either party to arbitration as provided in Article 10 – Arbitration, at any time within ten (10) full working days after the final decision is given in Step No. 3. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been abandoned.

10.14 Notices required to be in writing shall be deemed to be properly given if given orally or by telephone and confirmed by facsimile or letter post-marked no later than the final day for giving notice.

10.15 Employees shall have the right to request the presence of a Union Steward at any meeting with the Employer in which an employee is to be disciplined, suspended or discharged. The Employer will notify employees of this right in writing twenty-four (24) hours in advance of the meeting.

10.16 The reason for any disciplinary action including the suspension or discharge of any employee shall be reduced to writing and given to the employee and the designated Union Steward at the meeting to discuss said action(s).

## **ARTICLE 11 – ARBITRATION**

11.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 10 – Grievance Procedure, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 10 and which has not been settled or abandoned, may be referred to a single Arbitrator or by mutual agreement to a Board of Arbitration, at the written request of either of the parties hereto. The party making the request shall indicate whether they wish the matter to be referred to a single arbitrator or a Board of Arbitration.

11.02 (a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairperson chosen by the other two members of the Board.

(b) The notice shall contain the name of the first party's appointee to an Arbitration Board in the event a Board is requested. Within ten (10) full working days of the written request by either party for a single arbitrator or Board of Arbitration, the other party shall nominate an arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall, within ten (10) full working days after the reply of the second party, endeavour to agree to the single arbitrator or Chairperson respectively.

11.03 Should the parties fail to agree on a single Arbitrator, or if the recipient fails to appoint a nominee, or if the two (2) nominees fail to agree on a Chairperson within the time limit, the appointment shall be made by the Ministry of Labour of the Province of Ontario in accordance with the provisions of the Ontario Labour Relations Act, upon the request of either party.

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

11.05 The decision of the Arbitrator or the Board of Arbitration, 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 an unanimous decision the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairperson will be final.

- 11.06 (a) The Arbitrator or the Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (b) The Arbitrator or Board of Arbitration shall have no jurisdiction to hear a layoff, failure to recall or discharge grievance put forth by or on behalf of a probationary employee.
- 11.07 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the single Arbitrator or the Chairperson of the Board of Arbitration.
- 11.08 Time limits fixed in this Article may be extended by mutual agreement in writing between the Union and the Employer.

## **ARTICLE 12 – SENIORITY**

- 12.01 Seniority is based upon the length of continuous employment with the Employer since the last date of hire as a permanent employee but adjusted to recognize any periods of leave of absence in which seniority was maintained but did not accumulate and credit for temporary employment in accordance with paragraph 12.06.
- 12.02 The seniority list showing each employee's name, employment status, job classification, date of employment, and amount of seniority shall be posted via email and in a prominent location on March 31st and September 30th of each year.
- Complaints concerning the accuracy of such list shall be considered within thirty (30) calendar days of the posting and, if no complaint is received within that time, it shall be deemed to be accurate and such list will then be sent to the Union.
- 12.03 On successful completion of the probationary period, a permanent employee shall be placed on the seniority list and her seniority shall date from the date of last hire in accordance with 12.01. Employees acquiring seniority on the same date shall be added to the appropriate position on the seniority list by a "flip of a coin".
- 12.04 Seniority for full and part-time employees shall accumulate in accordance with the number of hours for which each employee is paid. In addition, seniority shall continue to accumulate during absences in accordance with 12.07 (a).
- 12.05 It is understood that temporary employees have no seniority rights under this Agreement except as provided in 12.06.

- 12.06 a) Notwithstanding 12.03 and provided there is no break in service of more than one (1) week, a temporary employee who is subsequently hired as a permanent employee shall have a service and seniority date based on the employee's date of last hire as a temporary employee. The period of temporary employment since her date of last hire shall be applied towards her probationary period.
- b) Notwithstanding 12.03, in the event there is a break in service of more than one (1) week, a temporary employee who is subsequently hired as a permanent employee shall have a service and seniority date based on the employee's date of hire as a permanent employee.
- 12.07 a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- i) an approved leave of absence with pay;
  - ii) when in receipt of Workplace Safety and Insurance Board Benefits as a result of injury or illness received while in employment of the Employer;
  - iii) when in receipt of Short Term Disability Benefits or Sick Leave as set out herein;
  - iv) while on pregnancy and parental leave.
- b) Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:
- i) with the exception of pregnancy and parental leave, an approved leave of absence without pay;
  - ii) while on LTD;
  - iii) when in receipt of Workplace Safety and Insurance Board Benefits as the result of an illness or injury received while in the employ of another or former employer;
  - iv) when an employee has been laid off due to reduction in the staff, seniority shall be retained for a period of twenty-four (24) months.
- 12.08 An employee's seniority shall be forfeited and her employment shall be deemed to be terminated under the following conditions:
- a) she voluntarily resigns or quits;
  - b) she retires;
  - c) she is discharged and not reinstated through the Grievance Procedure;
  - d) she is laid off for a period of twenty-four (24) consecutive months;
  - e) she is absent from work for a period in excess of three (3) consecutive scheduled working days without a reasonable explanation;
  - f) she fails to comply with a recall to work notice as outlined in Article 14 – Layoff and Recall;

- g) she uses a leave of absence for a purpose other than that for which it was granted; or fails to return to work at the expiration of a leave of absence without a reasonable explanation;
- h) subject to any requirement of the law, she is absent from work for more than twenty-four (24) months due to accident or illness.

12.09 Employees promoted to permanent positions outside the bargaining unit shall retain but not accumulate seniority while working in such positions. In the event the employee subsequently returns to a position within the bargaining unit, such employee shall be placed on the seniority list based on the employee's retained seniority and from there the employee's seniority shall continue to accrue.

Employees outside the bargaining unit shall only be considered for vacant or new positions within the bargaining unit if no qualified permanent employees from inside the bargaining unit apply.

Employees outside the bargaining unit shall not have the right to displace back into the bargaining unit in the event of a layoff.

12.10 An employee temporarily transferred to a position outside the bargaining unit shall retain all rights and obligations under this Agreement as related to her permanent position. Notwithstanding the above, the Employer will set the terms and conditions including wages, hours of work and overtime terms for the position outside the bargaining unit and said terms and conditions shall not be subject to the grievance and/or arbitration procedure.

### **ARTICLE 13 – POSTING AND FILLING OF VACANCIES**

13.01 The term "vacancy" as used in this Agreement shall be defined as any permanent position of more than thirty (30) working days' duration except that vacancies of more than thirty (30) working days caused by employees being on vacation, on compensable or non-compensable illness or injury or on an approved leave of absence shall be considered temporary.

13.02 a) The Employer may fill at its discretion a vacancy of thirty (30) days or less, or a temporary vacancy, or temporarily fill a permanent position.

b) Employees who express interest in temporary positions or temporary vacancies in permanent positions that are known by the Employer at least one (1) month in advance to be of at least four (4) months duration shall be considered by the Employer. There shall be no access to the grievance and/or arbitration procedure with regard to any temporary appointment.

c) Temporary vacancies arising from pregnancy and parental leaves shall be posted under the provisions of Article 13.04.

13.03 It is understood that during an assignment to a temporary vacancy of any duration an employee retains the right to return to her permanent position at the conclusion of the assignment.

It is further understood that a part-time employee who temporarily fills a full-time vacancy shall retain her part-time status during the temporary assignment.

13.04 When a vacancy for a permanent position occurs which comes within the bargaining unit and which the Employer wishes to fill, the available position [i.e.; full-time/part-time, classification and office location(s)] shall be posted at each office of the Employer in which employees work for a minimum period of seven (7) working days prior to the Employer making a permanent appointment to such position, in order that any interested employee may apply in writing. A copy of such posting shall be sent to the Union. The Employer may simultaneously seek external candidates during the posting period but permanent employees from within the bargaining unit who apply shall be given first consideration for the position.

13.05 a) In evaluating a candidate the Employer shall consider:

- i) proven skill, ability, qualifications and experience;
- ii) seniority.

Where the qualifications of factor (i) are relatively equal, then factor (ii) shall govern.

b) In all cases of promotion or transfer, the phrase "proven skill, ability, qualifications and experience" assumes that an orientation and familiarization period of one hundred and forty (140) hours worked within a forty-five (45) day period would be extended to the successful applicant.

c) Applicants shall be provided with a current job description, if available, for the posted position prior to any interview upon request.

13.06 The Employer shall post the names of the successful applicants. The Employer is to provide written notification to the ranking Bargaining Unit Steward of all new hires and transfers at the same time as the employee accepts the offer.

13.07 The posting procedure as outlined above may be eliminated by mutual consent where no qualified candidates are available within the bargaining unit.

13.08 The original vacancy and the first vacancy arising out of the original vacancy, which the Employer wishes to fill, shall be posted. The Employer will maintain an "application for transfer" system in which any employee may express in writing an interest in obtaining other bargaining unit positions. Provided there is a qualified candidate among those requesting

transfers, any further vacancies shall be filled from those requests in accordance with Article 13.05 without further posting.

13.09 An employee shall not be transferred permanently to a position in another job classification or from one office to another office beyond forty (40) kilometres (actual driving distance) except by mutual consent of the employee and the Employer.

#### **ARTICLE 14 – LAYOFF AND RECALL**

14.01 a) The Employer shall notify the Union of an anticipated layoff as soon as is reasonably possible. Except in extenuating circumstances, the Employer shall provide the Union, and where possible, the employees involved, with at least five (5) weeks' notice of layoff. The Union shall have an opportunity to meet with the Employer to discuss the layoff.

b) The provisions of this Article are to be invoked when:

- i) the Employer has decided to layoff a permanent employee; or
- ii) a permanent employee's hours of work are reduced thereby causing a change of status from full-time to part-time; or
- iii) the normal scheduled hours of work (exclusive of seasonal or extraordinary hours) of a permanent part-time employee(s) is reduced by twenty-five percent (25%) or more.

14.02 a) A permanent employee who is laid off may elect within seven (7) business days to either:

- i) accept the layoff or reduced hours of work; or
- ii) claim a vacant position in: the employee's job classification; or an identical paying job classification; or a lower paying job classification provided that the employee possesses the necessary qualifications, proven skill and ability to perform the job being claimed within an orientation period of one hundred and forty (140) hours worked within a forty-five day period; or
- iii) claim the position held by an employee with lesser seniority in the employee's job classification; or an identical paying job classification; or a lower paying job classification provided that the employee possesses the necessary qualifications, skill and ability to perform the job being claimed within an orientation period of one hundred and forty (140) hours worked within a forty-five day period or such longer orientation period as may be determined by the Employer.

b) In the event that more than one (1) permanent employee is affected by the layoff, the employees will make their claims in order of seniority.



- c) It is understood that the layoff of a temporary employee constitutes termination of employment and there shall be no access to the grievance and/or arbitration procedure.
- d) It is understood that an employee shall not improve her status from part-time to full-time via the displacement rights set out in this Article.
- e) A permanent employee who is displaced from her position is, in turn, entitled to the rights set out in this Article.
- f) A permanent employee who is unable to displace another permanent employee shall have the option of displacing any temporary employee provided the permanent employee possesses the necessary qualifications, proven skill and ability to perform the job being claimed within a five (5) day orientation period.

14.03 This Article shall not apply to layoffs of three (3) working days or less.

14.04 a) Before new employees are hired, the Employer shall recall employees in order of seniority to positions in the same job classifications, as previously held by them; or identical paying job classifications; or lower paying job classifications provided that they possess the necessary qualifications, proven skill and ability to perform the job within a thirty-five (35) hours worked orientation period.

- b) i) An employee on layoff who accepts a permanent position that is in the same or identical paying classification, with the same status (i.e.; full-time or part-time) will not continue to be eligible for recall under 13.04 (a).
- ii) An employee on layoff who accepts a temporary position or a permanent position that is not in the same or identical paying classification, with the same status (i.e.; full-time or part-time) will continue to be eligible for recall under 13.04 (a) for the balance of her original layoff period.
- c) i) An employee on layoff who declines a recall to a permanent position that is in the same or identical paying classification, with the same status (i.e.; full-time or part-time) will be considered to have failed to comply with a recall to work.
- ii) An employee on layoff who declines a recall to other positions than described in (i) above will not be considered to have failed to comply with a recall to work.

d) Recall rights under 14.04 (a) shall extend for a period of fifteen (15) months from date of layoff and take precedence over the rights of any member of the bargaining unit to apply for and be considered for a position under the provisions of Article 13 – Posting And Filling Of Vacancies.

- e) When recalling an employee after layoff, she shall be notified by telephone, registered mail, telegram or courier to the last address of the employee known to the Employer, and allowed ten (10) working days to report for work, however, she must advise the Employer within two (2) working days of the receipt of notification of return to work of her intention to return to work if she wishes the Employer to hold the job open for her for the full ten (10) day period. If the employee is recalled and advises the Employer that she is not immediately available for work, other qualified employees shall be recalled and may be temporarily employed until the employee reports within the ten (10) working day period.
- f) It shall be the employee's responsibility to keep the Employer notified as to any change in her address or telephone number so that they will be up-to-date at all times.

14.05 The Employer shall continue to pay its share of medical and insurance benefits as provided in Article 21 and subject to insurance carrier provisions, for employees on layoff, for a period of sixty (60) days or until other employment is found, whichever occurs first.

#### **ARTICLE 15 – HOURS OF WORK AND OVERTIME**

- 15.01 a) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of employment, hours of work per day, nor per week, nor of days of work per week, nor of overtime.
- b) i) The normal workweek for a full-time employee shall consist of thirty-five (35) hours, Monday through Friday except where a different schedule has been established with the Union in Employee Management Committee; or by mutual consent between the employee and the Manager in consultation with the Union, taking into account the needs of the Health Unit; or where agreed as a condition of hire as clearly communicated and understood by the Union and such employee; or in case of emergency.
  - ii) The normal workweek for a part-time employee shall be less than thirty-five (35) hours, Monday through Friday except where a different schedule has been established with the Union in Employee Management Committee; or by mutual consent between the employee and the Manager in consultation with the Union, taking into account the needs of the Health Unit; or where agreed as a condition of hire as clearly communicated and understood by the Union and such employee; or in case of emergency.
- c) The normal work day shall be seven (7) hours exclusive of one (1) hour for an unpaid lunch. However where applicable the work week or

work day may be flexible in length with the days or hours of working time to be established by mutual prior consent between the employee and her Manager or designate taking into account the needs of the Health Unit.

d) Employees may take one fifteen (15) minute rest period in each of the first and second half of every work day.

e) i) Overtime — is defined as work performed in excess of the thirty-five (35) hours flexible work week and approved by the employee's Manager or designate.

ii) Employees required by the Employer to work in excess of thirty-five (35) hours in any one (1) week, shall be allowed compensating time off without loss of pay, at the rate of one (1) hour time off for every authorized excess hour worked up to forty-two (42) hours in any one (1) week.

Authorized hours worked in excess of forty-two (42) hours in any one (1) week shall be compensated with compensating time off at one and one-half (1 ½) hours for every hour worked. The Employer or an employee can request pay in lieu of time off. The request by an employee shall be granted at the discretion of the employee's Director.

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

f) Compensating time off earned must be taken such that an employee's accumulated compensating time shall not exceed thirty-five (35) hours at the close of each calendar year (December 31<sup>st</sup>).

Compensating time off shall be taken at a mutually agreeable time as arranged between the employee and her Manager or designate.

g) Except as authorized by the employee's Manager or designate, hours of work do not include traveling time between place of residence and the office.

15.02 When an employee, at the request of her Manager or designate attends staff meetings or in-service education programs, which meetings are held outside her normal working hours, she shall be paid at her regular rate of pay for such attendances.

15.03 An employee who is called to work outside of their normal work hours will be compensated with a minimum of three (3) hours at that employee's

regular rate of pay provided the employee is required to attend at their work premises.

15.04 Employees will not be required to be on the roster for off-hours refrigerator maintenance and emergency calls.

## **ARTICLE 16 – LEAVES OF ABSENCE**

### **16.01 Personal Leave**

- a) Normally, an employee will have exhausted all of her vacation and compensatory time before applying for personal leave.
- b) An employee who has completed her probationary period may apply for a leave of absence without pay, without seniority and without benefits for legitimate personal reasons. A request for such leave shall be made in writing, stating reasons, at least one (1) month prior to the desired commencement date of the leave unless the requested leave exceeds two (2) months wherein a two (2) month written notification shall be required. If the Employer grants such leave it shall confirm the terms of the leave in writing. The minimum time requirements for such leave requests may be waived in extenuating circumstances. Subject to the efficient operation of the Health Unit applications under this provision shall not be unreasonably withheld.
- c) Subject to the efficient operation of the Health Unit, an employee may apply for a short-term leave of absence of up to ten (10) days without pay for legitimate personal reasons. The employee shall continue to receive benefits and accrue seniority while on such short-term leave.

### **16.02 Bereavement Leave**

- a) In the event of the death of an employee's husband, wife, common law spouse, mother, father, child, brother, sister, step-mother, step-father, step-brother, step-sister, step-child or grandchild, the employee shall be granted a leave of absence of up to a maximum of five (5) consecutive work days with pay. The employee shall only receive pay for regularly scheduled work days. One (1) day of such leave shall be made available outside of the consecutive days for the purposes of attending the funeral or memorial service.
- b) In the event of the death of an employee's mother-in-law, father-in-law, grandparent, aunt, uncle, niece, nephew, sister-in-law, or brother-in-law the employee shall be granted a leave of absence of up to a maximum of three (3) consecutive work days with pay. The employee shall only receive pay for regularly scheduled work days. One (1) day of such leave shall be made available outside of the consecutive days for the purposes of attending the funeral or memorial service.

- c) In the event of a death of an employee's spouse's grandparent, aunt, uncle, niece or nephew, the employee shall be granted a leave of absence of up to a maximum of one (1) work day with pay. The employee shall only receive pay for regularly scheduled workdays.
- d) Additional leave without pay but without loss of seniority may be granted at the discretion of the Employer.

Without limiting the generality of the foregoing, such leave requests can be used for travel purposes to attend out-of-town funerals for individuals covered under subparagraphs (a), (b) and (c) above and/or to attend the funerals of individuals not covered under subparagraphs (a), (b) or (c) above.

- e) There shall be no loss of seniority for bereavement leave.
- f) In the event paid bereavement leave is required while an employee is on paid vacation, the affected paid vacation will be re-credited to the employee.
- g) In the event of the death of a current or former co-worker of the Grey Bruce Health Unit, employees shall be permitted time off to attend the memorial service.

#### **16.03 Jury and Witness Duty Leave**

- a) In the event that an employee is called for jury duty, the Employer shall pay the employee her regular pay for each day the employee is required to be absent from work provided that she:
  - i) notifies the Employer immediately upon notification that she will be required to attend on jury duty;
  - ii) presents proof of service to the Employer requiring such attendance;
  - iii) promptly repays the amount (other than expenses paid to her) which she receives for such attendance;
  - iv) reports to work when not required at court.
- b) If an employee is required by subpoena to attend a court of law as a witness in connection with any litigation arising from her duties for the Employer or as a witness for the Crown, the Employer shall pay the employee her regular pay for each day the employee is required to be in attendance at court provided that she:
  - i) notifies the Employer immediately upon receipt of the subpoena that she will be required to attend court and gives reasonable notice to the Employer of the time and dates at which she will be required to attend;
  - ii) presents proof of service requiring such attendance and keeps the Employer promptly informed as to any subsequent times which she

would be required to attend at the court of law arising from the subpoena;

iii) promptly repays the amount (other than expenses paid to her) which she receives for such attendance;

iv) reports to work when not required at court.

c) The employee shall accrue all benefits including seniority as if she were performing her regular duties for the Employer provided she fulfills her commitments under paragraphs 15.03 (a) and 15.03 (b).

#### **16.04 Pregnancy and Parental Leave**

a) The Employer shall grant pregnancy leave and parental leave, without pay and without loss of benefits or seniority, in accordance with the Employment Standards Act. If the employee wishes to maintain optional benefit coverage which may be available during her leave of absence, she must arrange to prepay the premiums for such benefits. In the event the employee fails to prepay such premiums, benefits will cease automatically after thirty (30) calendar days.

b) The Employer may grant an extended pregnancy and/or extended parental leave without pay and without benefits for up to eighteen (18) months in total and inclusive of statutory leave provided the employee submits a request for extended leave in writing to the Employer at least four (4) weeks in advance of the expiration of the statutory leave.

c) Seniority shall accrue during the extended pregnancy and/or parental leave.

#### **16.05 Storm Leave**

a) Where weather conditions are such that a permanent full-time employee is unable to report to the office to which she is assigned, this absence may be charged to annual vacation credits, compensatory time credits or personal leave credits.

b) If an office is closed by the Medical Officer of Health or designate due to weather conditions, thus preventing the employee from reporting to work or causing the employee to leave the office early, then the employee shall not suffer a loss of pay for the time lost.

#### **16.06 Education Leave**

a) In the event the Employer requires an employee to attend at a conference, workshop or educational program, the employee shall be reimbursed for all authorized expenses including registration or enrollment fees. The employee shall receive her regular rate of pay at straight time for time spent in said programs during her normally

scheduled days and hours of work up to a maximum of seven (7) hours per day.

- b) An employee who has completed her probationary period may request a leave of absence with or without pay for educational purposes. In addition, the employee may request that the Employer pay registration and/or other expenses related to such leave. The employee shall submit her request in writing at least thirty (30) days before the commencement of the course.

16.07 Subject to the Employment Standards Act and the Workplace Safety and Insurance Act, if an employee's approved leave of absence exceeds one (1) month and she wishes to maintain any benefit coverage which may be available during her leave of absence, she must arrange to prepay the premiums for all benefits. In the event the employee fails to prepay such premiums, benefits will cease automatically after thirty (30) calendar days.

#### 16.08 **Union Leave**

- a) i) Leaves of absence without pay for Union business shall be granted to employees who have completed their probationary period up to an aggregate for all such employees of thirty (30) working days per calendar year, provided such leaves of absence do not interfere with the continuance of efficient operations of the Employer. It is agreed that no more than two (2) employees shall be absent on such leave at one time. The Union will give the Employer two (2) weeks' written notice of an employee's request to be absent for Union business.
- ii) During such leaves of absence, salary and benefits will be kept whole by the Employer and seniority will continue to accumulate provided the Union agrees to, and does in fact, reimburse the Employer for such salary and Employer contributions to such benefits. The parties agree that such salary and benefits shall be computed at the employee's basic hourly rate times the hours on Union business.
- b) An employee who is elected to the office of President or Vice-President of the Ontario Public Service Employees' Union shall be granted, upon written request [at least thirty (30) days prior to taking office], a leave of absence without loss of seniority of up to two (2) years duration. Seniority shall not accrue during such leave. The employee agrees to notify the Employer in writing of her intention to return to work within two (2) weeks following termination of office or thirty (30) days prior to the expiration of the leave, whichever is the lesser. In the event that the employee does not notify the Employer of her intention to return to work within the aforementioned time limits, she shall be deemed to

have resigned. It is understood and agreed that not more than one member of the bargaining unit shall be absent under this provision at any one time.

#### **16.09 Compassionate Care Leave**

Compassionate Care Leave without pay shall be granted to an eligible employee in accordance with the terms and conditions of the Employment Standards Act. An employee who is on Compassionate Care Leave shall continue to accumulate seniority and service, but not pay for such service. The employee shall be reinstated to her former job classification and office location at the expiration of the Compassionate Care Leave. In the event such job classification and/or office location no longer exists, the employee shall be reinstated according to the applicable layoff and recall provisions in Article 14 of this Collective Agreement.

#### **16.10 Additional Employment Standards Act Leave**

Leaves of Absence shall be granted to eligible employees in accordance with the terms and conditions of the Employment Standards Act, and/or any other applicable legislation, and as such legislation may be amended from time to time.

#### **16.11 Personal Leave Days**

Commencing January 1, 2020, employees shall be granted twenty-eight (28) hours per year of time off with pay over and above any other provision in this Collective Agreement to be taken at a time mutually agreed to by the Employee and the Employer.

Such hours shall be deducted from the Short Term Disability hours but shall not calculate towards the accumulation of seventy-seven (77) hours for the purposes of obtaining a second opinion as part of the Employer's benefit program.

Such hours shall be inclusive of any legislative personal emergency leave provision.

### **ARTICLE 17 – RATE OF PAY**

17.01 The parties agree that the schedule of wages, as set forth in Schedule "A" attached hereto, shall be maintained during the duration of this Agreement.

17.02 Previous related and relevant work experience as determined by the Employer shall be recognized on the following basis:



- a) Employees with such experience within the last three (3) years prior to being employed by the Employer shall receive one (1) increment for every one thousand, eight hundred and twenty (1,820) hours of related work experience up to a maximum of Step 4 (five thousand, four hundred and sixty (5,460) hours) on the salary grid. Notwithstanding the foregoing, it is agreed and understood between the parties that no employee shall start at the top of their applicable salary grid when hired.
- b) If more than three (3) years have elapsed since the employee has been actively employed in the related and relevant work, the number of increments to be paid, if any, shall be at the sole discretion of the Employer.
- c) It shall be the responsibility of the employee to provide proof of related and relevant work experience on hiring in order to be considered for a salary increment adjustment. The Employer shall determine the employee's placement on the salary grid and any dispute must be grieved through the grievance procedure set out in this Collective Agreement within sixty (60) days of the date of hire.
- d) In the event that the employee does not grieve her rate of pay within the time limit set out in subparagraph 17.02 (c) above, the Arbitrator or Board of Arbitration has no jurisdiction to hear the said grievance.

#### **17.03 Grid Progression**

- a) Permanent employees shall advance on the salary grid in Schedule "A" on the completion of each one thousand, eight hundred and twenty (1,820) paid hours in the case of full-time employees and one thousand, five hundred (1,500) paid hours in the case of part-time employees.
- b) A temporary employee who is subsequently hired as a permanent employee:
  - i) will receive credit for her paid hours since her date of last hire as a temporary employee provided any break in service between the period of temporary employment and permanent employment is not more than one (1) week.
  - ii) will receive credit only for paid hours from her date of hire as a permanent employee if there is a break in service of more than one (1) week.

#### **17.04 Acting Pay**

When a bargaining unit employee is assigned in writing for one (1) day or more to perform the key responsibilities of a bargaining unit position in a higher paying classification, she shall be paid at the first Step in the higher paying classification that is higher than her regular rate.

**17.05 Time Credits While Traveling**

An employee who is required to work at a location more than forty (40) kilometres from her regular headquarters shall be credited with the additional time required to travel to and from the temporary work location. This compensating time off shall be credited at the employee's regular straight-time rate.

**17.06 New Positions and Reclassification**

Whenever a new position is created or an existing position reclassified, the Employer will provide the Union with the job description and the proposed salary range for the position prior to it being posted. If requested, the Employer agrees to meet with the Union to discuss the proposed salary range. Within a year of such position being created or reclassified, according to the terms of reference of the Joint Job Evaluation Committee (JJEC) such position shall be referred to the JJEC by the employee for evaluation. The results of such evaluation shall be binding upon the Employer, affected employee(s) and the Union for the remainder of this Collective Agreement.

17.07 At the time of hiring, each new employee shall receive a letter stating starting salary, classification, hours of work of the position, and a job description for which the employee has been hired.

**ARTICLE 18 – PAID HOLIDAYS**

18.01 The following paid holidays shall be granted to each eligible full-time employee who has completed a period of twenty (20) continuous working days of employment subject to the provisions set out herein:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

18.02 Where any of the above holidays fall on a Saturday or Sunday, an alternate day shall be designated by the Employer as a holiday in lieu of the holiday falling on these days.

- 18.03 a) An eligible full-time employee shall receive her regular daily pay at her basic rate for each paid holiday.
- b) In lieu of paid holidays, on each pay day part-time employees shall receive four point eight percent (4.8%) of their regular straight time earnings for that pay period.

- 18.04 To be eligible for holiday pay an eligible employee must work the full scheduled work day immediately preceding and the full scheduled work day immediately following such holiday, unless the employee is otherwise on an approved paid leave of absence. If an employee is absent on either the last work day preceding, or the first work day following the paid holiday due to illness, the employee shall be eligible for pay for the holiday. A medical doctor's certificate may be required at the discretion of the Employer.
- 18.05 No employee who is absent from work due to:
- a) Workers' Compensation; or
  - b) short-term disability; or
  - c) long-term disability; or
  - d) unpaid leave of absence; or
  - e) layoff;
- shall be entitled to pay for any paid holiday occurring within the period of such absence.
- 18.06 An eligible employee required to work on a paid holiday shall be allowed compensating time off without loss of pay, at a rate of one (1) hour time off for every authorized hour worked at a mutually agreeable date. Such lieu time off shall be subject to the conditions outlined in Article 15.01 (Hours of Work and Overtime). The employee shall also receive payment at the rate of time and one-half (1 ½) her regular rate of pay for each hour worked on the paid holiday.

## **ARTICLE 19 – VACATION**

- 19.01 a) The Employer shall provide vacation with pay for active permanent full-time employees as follows:
- i) one and two-thirds (1.67) days per month;
  - ii) after payment of eighteen thousand two hundred (18,200) hours, two and one-twelfth (2.08) days per month.
  - iii) after payment of thirty-six thousand four hundred (36,400) hours, two and one-half (2.5) days per month.
- b) i) Part-time permanent employees shall receive a vacation period of four (4) weeks annually and vacation pay each pay day computed at eight percent (8%) of their regular straight time earnings for that pay period. Such vacation period will be calculated and pro-rated using the employee's current full-time equivalent assignment.
- ii) After payment of fifteen thousand (15,000) hours, part-time permanent employees shall receive a vacation period of five (5) weeks annually and vacation pay each pay day computed at ten

percent (10%) of their regular straight time earnings for that pay period. Such vacation period will be calculated and pro-rated using the employee's current full-time equivalent assignment.

iii) After payment of thirty thousand (30,000) hours, part-time permanent employees shall receive a vacation period of six (6) weeks annually and vacation pay each pay day computed at twelve percent (12%) of their straight time earnings for that pay period. Such vacation period will be calculated and pro-rated using the employee's current full-time equivalent assignment.

c) For the purpose of this Article, if an employee is inactive (e.g. on layoff, unpaid leave of absence or long-term disability), she shall not earn vacation credits for that period of inactivity.

19.02 Vacation periods shall be granted at a time mutually agreed upon between the employee and Employer but consistent with the employee's seniority and the efficient operation of the Health Unit.

19.03 An employee who is entitled to vacation leave with pay is only entitled to such vacation leave with pay to the extent of such employee's earned credits. Notwithstanding the foregoing, such employee is entitled to receive an advance of such vacation leave credits up to the equivalent of the anticipated credits available for such employee for the current calendar year.

19.04 Upon termination, retirement or death, any vacation with pay owing to the employee will be paid to the employee or her estate. Any advance on vacation with pay in accordance with Article 19.03 above owing to the Employer will be returned to the Employer through an adjustment to the employee's final pay or other arrangements as may be agreed to in writing between the employee and the Employer.

19.05 Vacation time earned must be taken such that an employee's accumulated vacation period shall not exceed one (1) week at the close of the calendar year (December 31<sup>st</sup>). Under special circumstances, the Director of Corporate Services or designate, on the recommendation of the employee's Manager, may permit an accumulation in excess of one (1) week.

Note: The parties have agreed that for all current employees of the bargaining unit as of January 1, 2019, the implementation strategy for the foregoing shall be:

- December 31, 2018 – 105 hours (15 day) carry forward for vacation
- December 31, 2019 – 70 hours (10 day) carry forward for vacation
- December 31, 2020 – 35 hours ( 5 day) carry forward for vacation

- 19.06 Vacation with pay for an active full-time permanent employee shall be calculated using her current regular rate of pay.
- 19.07 Temporary employees shall receive vacation pay in accordance with the Employment Standards Act, 2000 and as amended from time to time.
- 19.08 Should an employee be absent on sick leave prior to a scheduled vacation, and/or compensating time off period, or while on vacation and/or compensating time off period, and suffer a significant illness or injury which would have incapacitated her from her regular duties had she not been on vacation and/or compensating time off, she may apply to the Employer for reinstatement of her vacation time for the period of incapacity. The employee shall be required to provide medical documentation to substantiate her application.

#### **ARTICLE 20 – SHORT TERM DISABILITY BENEFITS AND SICK LEAVE**

- 20.01 The terms and conditions of the Short Term Disability Benefits provided by the Employer in its Personnel Policies, as amended from time to time, shall apply to all full-time permanent employees who have completed their probationary period. The parties further agree that during the life of this Agreement, no decrease in coverage shall occur as a result of such amendment.
- 20.02 Permanent part-time employees shall receive sick leave based on point zero seven five (.075) hours of leave for every hour worked up to a maximum as outlined in the current Short Term Disability Benefits policy. For the purposes of this Article, length of service will be determined based on date of hire.
- 20.03 Application for Short Term Disability Benefits or sick leave shall be submitted to the employee's Manager or designate on the forms provided by the Health Unit. The Employer may require an employee to provide a certificate of a qualified medical practitioner in support of a claim for sick leave pay. A medical certificate will not normally be required in the case of absences of three days or less, unless the absence is the fourth or subsequent period of absence within the calendar year. The costs for such a certificate shall be borne by the Employer.

## **ARTICLE 21 – INSURANCE AND PENSIONS**

- 21.01a) The Employer shall contribute one hundred percent (100%) of the premium costs for Life Insurance, Accidental Death and Dismemberment, Dependent Life, Long-term Disability, Semi-Private Hospital coverage and major Medical Benefits as set out in the insurance carrier's policies for all full-time permanent employees who have met the eligibility requirements of the various insurance plans. The Employer is not the insurer and all insurance shall be subject to the terms, conditions, rules and regulations of the governing insurance plan or policy.
- b) The Employer agrees to provide each employee with an employee benefits handbook upon meeting eligibility requirement and/or when any changes are made to the existing plan and/or upon request of the employee.
- c) There shall be no deductibles for Major Medical Benefits including drug and eyeglass coverage.

21.02 The Employer shall contribute seventy-five percent (75%) of the premium costs of basic Dental Insurance for all full-time permanent employees who have met the eligibility requirements of the Insurance Plan. The employee shall pay twenty-five percent (25%) of such premium costs. For the Major Restorative Services component of the Dental Plan, the Employer shall pay fifty percent (50%) of the premium costs and the employee shall pay fifty percent (50%) of such premium costs. The Employer is not the insurer and all insurance shall be subject to the terms, conditions, rules and regulations of the governing insurance plan or policy.

The ODA rate for the Dental Plan shall be the current ODA Coverage minus 2.

21.03 Any dispute as to entitlement of benefits under the insurance plans is between the employee and the insurer.

### **21.04 Pensions**

The Ontario Municipal Employees' Retirement System (OMERS) and Canada Pension Plan shall apply to the employees covered by this Agreement. The Employer shall contribute to the Canada Pension Plan in accordance with the Act and to OMERS for employees as per the regulations of the Plan.

21.05 Temporary employees as well as employees who work less than thirty-five (35) hours per week on a regular basis shall not be covered for any benefits in this Article except pensions where required by law.

21.06 Subject to the Employment Standards Act and Workplace Safety and Insurance Act, all benefits shall terminate the month following the month of

a layoff or unpaid leave including Workers' Compensation and LTD. However, on expiration of said benefits, an employee may arrange to prepay the full premium of any applicable benefit she was receiving at the time of the above-noted absences to ensure her continued coverage.

- 21.07 It is understood and agreed that in assessing the expense required for these negotiated employee benefits outlined within this Article, the Parties have taken into account any and all savings on premium or elimination of premiums that may be realized during the period of this Agreement under the Employment Insurance Act or any other government legislated plan, and the full employee's portion of any savings resulting from this assessment are included as part of the wages and benefits contained in this Collective Agreement.
- 21.08 The Employer shall not reduce the level of benefits in the above-noted plans during the currency of this Agreement.
- 21.09 In lieu of insurance and benefits paid to full-time permanent employees, part-time permanent employees shall receive on each pay day five percent (5%) of their regular straight time earnings for that pay period.
- 21.10 It is agreed that the Employer is free to change insurance carriers provided that the coverage under the proposed new carrier is at least equal to the coverage provided by the current carrier.
- 21.11 The Employer shall provide the Union with copies of the master insurance policies documents upon request.
- 21.12 Employees who retire on an OMERS unreduced pension prior to their sixty-fifth (65th) birthday and who have been employed by the Employer for a minimum of ten (10) years shall have the option of having the Employer pay fifty per cent (50%) of the monthly premium cost of extended health care and dental care for such employee until such time as the employee reaches sixty-five (65) years of age provided such employee agrees to pay their portion as well.

## **ARTICLE 22 – TRAVEL ALLOWANCE AND EXPENSES**

- 22.01 Effective the date of ratification of this Agreement, employees who are required to operate a private vehicle for business purposes of the Employer shall receive the rates established by the Canada Revenue Agency ("CRA") as a non-taxable allowance for business use of private automobiles. In the event that the CRA increases or decreases such rates, the Employer shall pay the most current established rates.

- 22.02 Except as authorized by the employees Manager, travel allowance does not apply from place of residence to office and return. If an employee goes directly to an appointment without first going to an assigned office or goes directly home at the end of the day rather than returning to the office, mileage shall be calculated as the lesser distance between the appointment and home or the appointment and the office.
- 22.03 a) Every employee who is required to operate a motor vehicle in the course of her employment must carry a minimum of \$1,000,000 public liability and property damage insurance on a business use basis. Proof of such insurance must be provided to the Employer upon renewal of the insurance policy or upon request.
- b) A permanent full-time or part-time employee shall receive up to a maximum of two hundred dollars (\$200.00) per calendar year towards the cost of business insurance on the personal vehicle used by said employee while performing her employment duties as designated by the employee's Manager. In the first year of hire, such amount shall be pro-rated according to the number of months actually worked in that calendar year.
- 22.04 Employees traveling on Employer business shall be entitled to be reimbursed for authorized expenses in accordance with the Employer's policy.
- 22.05 Employees required to work ten (10) consecutive hours or more in any one full working day at the request of their Manager, where it is not feasible for such employee to have a meal break at home, shall be compensated with one meal allowance during such ten (10) hour period.

### **ARTICLE 23 – CONTRACTING OUT**

- 23.01 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employee results from such contracting out.

### **ARTICLE 24 – TERMINATION OF EMPLOYMENT**

- 24.01 a) An employee shall give the Employer as much notice as possible but at least two (2) weeks' notice, in writing, of her intention to resign, exclusive of any vacation or compensatory time.
- b) In the event an employee terminates her employment, the last day worked shall be taken to be the effective date of the termination of employment and the employee shall receive, in addition to her regular pay, pay equal to any vacation, or compensating time earned but not taken prior to the last day worked.



## **ARTICLE 25 – PANDEMIC AND PUBLIC HEALTH EMERGENCY**

25.01 The Employer and the Union agree that the Employer is not required to post any positions for temporary employees required during a pandemic, public health emergency and/or recovery phase for such pandemic or emergency.

25.02 The Employer retains the right to temporarily re-locate employees to different locations and work assignments during this time. It is agreed and understood that when the emergency and appropriate recovery is complete, as determined by the Medical Officer of Health, employees will return to their previous location and work assignment.

## **ARTICLE 26 – EMPLOYEE RIGHT TO REPRESENTATION**

26.01 Where a Manager or other Employer representative intends to meet with an employee, the employee shall have the right to be accompanied by and represented by a Union representative:

- (a) for disciplinary purposes;
- (b) to investigate matters which may result in disciplinary action;
- (c) for a formal counselling session with regard to unsatisfactory performance or behaviour which would reasonably be expected to be documented on the employee's record;
- (d) for termination of employment;
- (e) for matters related to the development, implementation and administration of an accommodation or return to work plan;
- (f) to discuss attendance management issues under the Employer's attendance management program;
- (g) for layoff/surplus;
- (h) any other provision in this Collective Agreement where the right to representation is referenced;

The Employer shall notify the employee of this right, and advise the employee and the Union of the time and place for the meeting, as applicable.

An employee who has been properly informed and continues to participate in a meeting without a Union representative shall be deemed to have waived their right to do so for that particular and specific meeting.

If no Union representative is reasonably available to meet at the time established, the Employer may set a meeting within the next twenty-four (24) hours taking into consideration, to the extent possible, the Union's availability.

26.02 Nothing in this Article shall limit any other provision of the Collective Agreement.

**ARTICLE 27 – COPY OF THE AGREEMENT**

27.01 A copy of this Agreement shall be reproduced and issued by the Employer to all employees now employed and to new employees at the date of hiring. The cost of said reproduction shall be borne equally by the parties to this Agreement.

**ARTICLE 28 – MISCELLANEOUS**

28.01 The Union will be permitted to utilize the Employer's email system for the purpose of communicating with members of the bargaining unit.

28.02 Volunteers

The parties hereto agree that the use of volunteers shall not lead to the replacement, transfer, reassignment or layoff of any bargaining unit employee. The parties further agree that the use of volunteers shall not result in a reduction in the hours of work for any bargaining unit member nor shall it lead to the elimination of positions within the bargaining unit.

**ARTICLE 29 – DURATION**

29.01 This Agreement shall continue in full force and effect up to and including December 31, 2022, and from year to year thereafter, unless either party gives to the other party written notice of termination or desire to amend this Agreement.

DATED at Owen Sound, this 12 day of MAY 2021.

For The Union

Karen Anstis  
Rita Gathrell  
Marge Lewis  
D. O'Neil  
S. Smith  
W. Jones

For The Employer

M. M. Muddie  
J. Jones  
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## Schedule A

Effective January 1, 2021  
(1.0%)

Classification		Step 1	Step 2 After 1 Year	Step 3 After 2 years	Step 4 After 3 years	Step 5 After 4 years	Step 6 After 5 Years
Central Services Clerk	Annual	34301	34999				
	Bi-Weekly	1319.26	1346.13				
	Hourly	18.85	19.23				
Scanner	Annual	35918					
	Bi-Weekly	1381.48					
	Hourly	19.74					
Receptionist Central Inventory Clerk	Annual	43970	44687	45385	46084	46782	
	Bi-Weekly	1691.14	1718.72	1745.58	1772.45	1799.32	
	Hourly	24.16	24.55	24.94	25.32	25.70	
Program Assistant	Annual	44301	45036	45753	47150	48400	49190
	Bi-Weekly	1703.87	1732.15	1759.72	1813.46	1861.53	1891.93
	Hourly	24.34	24.75	25.14	25.91	26.59	27.03
Medical Clinic Assistant	Annual	50716	51488	52058	53161	53988	
	Bi-Weekly	1950.61	1980.31	2002.22	2044.64	2076.46	
	Hourly	27.87	28.29	28.60	29.21	29.66	

Effective January 1, 2022  
(1.5%)

Classification		Step 1	Step 2 After 1 Year	Step 3 After 2 years	Step 4 After 3 years	Step 5 After 4 years	Step 6 After 5 Years
Central Services Clerk	Annual	34815	35524				
	Bi-Weekly	1339.05	1366.32				
	Hourly	19.13	19.52				
Scanner	Annual	36457					
	Bi-Weekly	1402.20					
	Hourly	20.03					
Receptionist Central Inventory Clerk	Annual	44629	45357	46066	46775	47484	
	Bi-Weekly	1716.51	1744.50	1771.77	1799.04	1826.30	
	Hourly	24.52	24.92	25.31	25.70	26.09	
Program Assistant	Annual	44965	45711	46439	47857	49126	49928
	Bi-Weekly	1729.43	1758.13	1786.12	1840.66	1889.45	1920.31
	Hourly	24.71	25.12	25.52	26.30	26.99	27.43
Medical Clinic Assistant	Annual	51477	52260	52839	53958	54798	
	Bi-Weekly	1979.87	2010.01	2032.26	2075.31	2107.61	
	Hourly	28.28	28.71	29.03	29.65	30.11	

**Letter of Understanding**  
Between

**OPSEU Local 276 – Support**  
hereinafter referred to as the Union

and

**Grey Bruce Health Unit**  
hereinafter referred to as the Employer

**RE: Individual Special Circumstance Arrangements**

- (a) The Health Unit and the Union may agree to implement Individual Special Circumstance agreements to reduce the regular hours of work for a full-time permanent employee based on individual requests. Individual requests will be in writing, using the ISCA Form, to the Human Resources Manager with a copy to the Bargaining Unit Chief Steward. Once a request is received, the Union, Employer and the employee will meet within four (4) weeks of the request to determine the details of the potential arrangement.
- (b) The parties agree the intention of creating this type of arrangement is primarily to retain full-time status employees who have identified a special circumstance through a written application, using the ISCA Form, to the Human Resources Manager. The decision to allow an individual special circumstance arrangement will be made in consideration of the personal need of the employee and the service requirements of the Employer. Approvals for this type of arrangement may be based on seniority, needs and circumstances of those who request such arrangement after discussion between the Employer and the Union.
- (c) Requests will be considered to reduce the regular hours of work for a full-time permanent employee to 0.8 FTE for the period of the Special Circumstance Arrangement.
- (d) The decision to enter into an arrangement shall require the mutual agreement of the Union, the Employer and the employee. The days off will be mutually agreed between the employee and the Employer, with work assignment and team requirements being the primary consideration.
- (e) Individual Special Circumstance Arrangements shall be based on a calendar year for a duration of one (1) year, after which time, the Employee will return to full-time hours unless an extension is agreed to by the Union and the Employer. The Union, the Employer or the employee may request to discontinue the arrangement with ninety (90) days written notice. Upon receipt of such notice a meeting shall be held

between the parties within fifteen (15) days to discuss the discontinuation, unless all parties agree not to meet. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Should the arrangement be discontinued the employee shall revert back to her/ his 1.0 FTE permanent position. The Union, the Employer and the employee may review the arrangement at the 3 month and 6 month intervals to determine if changes are required.

- (f) The parties may agree that the use of the unfilled hours of work resulting from these arrangements will be determined through discussions between the Employer and representatives of the Union.
- (g) In the event that the employee in a Special Circumstance Arrangement resigns, transfers, or is terminated, the arrangement will end and the full-time position will be posted, if applicable.
- (h) Regardless of Article 12, seniority shall be prorated to reflect the Special Circumstance Arrangement.
- (i) Vacation accumulation shall be prorated to reflect the reduced hours of work for the period of the Special Circumstance Arrangement.
- (j) The employee will be eligible for a prorated share of Short Term Disability Benefits as referenced in Article 19; and the annual threshold shall be prorated, (62 hours of STD prior to requiring third party review, and 16 Personal Leave Hours included in threshold; and a pro-rated amount of the waiting period which would be 51 days or 357 hours). For employees who have already used Short Term Disability benefits and the amount used exceeds the new thresholds, he/she will be responsible for reallocating such time through vacation, unpaid LOA, or compensatory time.
- (k) The employee shall be responsible for making up 1.4 hours per Statutory Holiday for her/his 0.8 FTE. This can be done through vacation, unpaid LOA, flex time or compensatory time.
- (l) Any increase to the rate of pay or to the rate of vacation accumulation due to the employee during the period of the Special Circumstance Arrangement shall be awarded to the employee in the same fashion as it would have been awarded if the Arrangement were not in place.
- (m) The employee will be responsible for the prorated share of the premiums to allow continuation of Extended Health Care, Semi Private and/or Dental benefits related to her/his reduction in hours. The 0.8 FTE employee will be responsible for 20% of the premiums of the Employer's share of the cost of premiums for the continuation of Extended Health

Care, Semi Private and/or Dental benefits in addition to the amounts paid as a full-time employee. Eligibility for LTD, Life Insurance, and AD&D will be subject to the Benefit Carrier plan policies.

- (n) The employee will be given the option to purchase the OMERS broken service at the end of each calendar year. The cost of this purchase will be entirely borne by the employee, subject to OMERS plan policies.
- (o) Unless the nature of the special circumstance precludes this requirement, in the event of a Public Health Emergency, any 0.8 FTE arrangements will be suspended as required until the end of the Emergency is declared.
- (p) The Employer will provide a letter confirming the Special Circumstance Arrangement for each individual.
- (q) The decision of the parties with respect to agreeing to an ISCA is not subject to the grievance or arbitration process.

Signed in Owen Sound, this 12 day of MAY 2021.

**For the Union**

Karen Amato  
Rita Goddard  
Alison Amato  
[Signature]

**For the Employer**

Mary Mundy  
Jason Amato  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding  
Between**

**OPSEU Local 276 – Support**  
hereinafter referred to as the Union

and

**Grey Bruce Health Unit**  
hereinafter referred to as the Employer

**RE: Overtime/Weekend Work**

This agreement is for the period January 1, 2021 to June 30, 2021 including retroactive with an option to renew should the parties agree.

The parties agree that Weekend work (work on a Saturday and Sunday that are not statutory holidays) shall attract a premium based on the regular wage rate on the following basis:

- a) If the total hours worked are within the weekly limit of hours (40 (ProTech) / 42 (Support) that attract the standard rate of pay then the rate will be increased to 1.5 times the regular wage rate for the time worked on these days;
- b) If the total hours worked exceeds the weekly limit of hours as above, that attract the standard rate (now paying the overtime rate of 1.5 times the regular wage rate) of pay then the revised rate will be increased to 2.0 times the regular wage rate for the time worked on these days that is both overtime and attracts the weekend premium; this is meant to be escalating not additive so the maximum rate is 2.0 times the regular wage rate.

Signed in Owen Sound, this 12 day of MAY 2021.

**For the Union**

Karen Smith  
Rita Gothdall  
Grace Housley  
[Signature]

**For the Employer**

[Signature]  
[Signature]  
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