

# **COLLECTIVE AGREEMENT**

**B E T W E E N:**

**ESC LHIN**

***(operating as Home and Community Care Support Services Erie St. Clair)***

**(Hereinafter referred to as the "Employer")**

**A N D:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**

**(Hereinafter referred to as the "Union")**

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

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## **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 CLAUSE**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 8916 as the exclusive bargaining agent for all office, clerical and technical employees employed by the Employer, save and except those above the rank of supervisor, students and those excluded pursuant to section 1(3) of the *Labour Relations Act, 1995*.
- 2.02 No employee shall be required or permitted to make written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.
- 2.03 It is understood that students are supernumerary and their utilization will not result in the direct lay-off of any employee covered by this Agreement, nor will students be used to fill temporary or permanent positions within the bargaining unit.

## **ARTICLE 3 - UNION MEMBERSHIP REQUIREMENT**

- 3.01 All employees of the Employer for whom the Union is bargaining agent as provided in this Agreement shall pay Union dues at all times in accordance with the Constitution and By-laws of the Union for continued employment by the Employer.

## **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- 4.01 The Employer shall deduct from the total bi-weekly pay of every employee to which this Agreement applies any dues, initiation fees or assessments levied by the Union on its members. In the case of newly hired employees, such deductions shall commence immediately.

The Union shall notify the Employer, in writing, of any change in the amount of such Union deductions at least forty-five (45) days prior to the effective date of such change.

- 4.02 Deductions shall be forwarded by electronic funds transfer (EFT) to the National Secretary Treasurer of the Union not later than the 15<sup>th</sup> day of the following month for which the dues were levied.
- 4.03 At the same time of forwarding each remittance, the Employer will provide the Union with names, addresses and telephone numbers of members from whom deductions were made and the number of hours worked for the month for all full-time and part-time employees.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes the right of the Employer to manage and direct the workforce. Without restricting the generality of the foregoing, the Union acknowledges that it is the sole right of the Employer to:
- (a) hire, layoff, promote, demote or transfer any employee;
  - (b) suspend, discipline or discharge seniority employees for just cause;
  - (c) terminate probationary employees for any reason provided the termination is not contrary to the provisions of the *Ontario Human Rights Code*;
  - (d) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Collective Agreement;
  - (e) schedule, assign and allocate work at the employee's home site.
- 5.02 The Employer shall not exercise its management rights in such a way as to be in violation of any provision of this Collective Agreement.
- 5.03 The Employer will post on the intranet an up-to-date copy of the Employer's rules and regulations and provide a copy of the rules and regulations to off-site employees.

## **ARTICLE 6 - DISCRIMINATION**

- 6.01 The Employer and the Union agree that there will be no discrimination by either party or by any employee 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*.

- 6.02 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 or origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, disability, sexual orientation, gender identity or gender expression.
  - (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by their employer or agent of the employer or by another employee.
  - (c) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to utilize the complaints process as set out in the Employer's harassment policies and process, this does not preclude employees from accessing the grievance procedure.

- (d) In recognizing the importance of a harassment free environment, the Employer will review Employer policies and processes with respect to harassment with the Employee during 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*.

### 6.03 Sexual Harassment

Whereas the parties recognize that sexual harassment often occurs in situations of power differential and that sexual harassment attacks the dignity and self-respect of the victim;

The parties are committed to a workplace free of sexual harassment. "Sexual Harassment" includes:

- (a) any unwanted sexual attention or behaviour by a person who knows or ought reasonably to know that such attention is unwanted; or
- (b) any implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) any implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
- (d) any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may be perceived as a hostile, intimidating or offensive manner; or
- (e) the communication or display of material with a focus on sexuality or sexual identity that has the effect or purpose of creating a hostile or intimidating working or educational environment.

### 6.04 Any complaint of discrimination, harassment or sexual harassment may be grieved using the procedures set out in this Collective Agreement.

A grievance of this nature shall be promptly investigated and appropriate action taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

It is agreed that any member involved in a complaint will have the right to have a Union Representative present to assist them.

Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the alleged harasser will not be permitted to participate in the grievance process and will be replaced by an alternate individual.

Every effort shall be made to ensure that a complainant is not removed from the area of the alleged harasser at any time during or after a harassment or sexual harassment grievance unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

The parties agree that there will be no discrimination consistent with the provisions of the Ontario *Human Rights Code*.

## **ARTICLE 7 - REPRESENTATION**

### **7.01 Labour/Management Committee**

- (a) A Labour/Management Committee shall be established consisting of up to six (6) representatives, including two (2) per site for the Union, and up to six (6) representatives of the Employer. Either party may also call on outside representatives if they deem it necessary. This Committee shall set forth its own mutually agreeable terms of reference.
- (b) The Committee will meet at least every three (3) months using video teleconferencing services unless the parties mutually agree otherwise. The members of the committee shall exchange agenda items at least one (1) week prior to the meeting. The Committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of an individual grievance will not be discussed at this Committee. The union shall have access to teleconferencing services thirty (30) minutes prior to and thirty (30) minutes after the meeting.
- (c) Employees shall not suffer any loss of pay for time spent with this committee. Mileage reimbursement or time spent traveling to off-site committee meetings will not be paid by the Employer where video teleconferencing services are being utilized unless prior approval is obtained from the employee's Supervisor and only in exceptional circumstances.

### **7.02 Negotiations Committee**

- (a) The Employer will recognize a Negotiating Committee of the Union, to consist of seven (7) members; one (1) President, three (3) Vice Presidents (one from each site) and 3 Negotiation Committee members (one from each site) of the bargaining unit and a representative of the Canadian Union of Public Employees. All time spent in negotiations up to and including conciliation, shall be considered as time worked and no employee shall suffer any loss in benefits or pay. Time scheduled with the Union for the purposes of preparing for negotiations shall be excluded.
- (b) It is understood that at the request of either party a National Representative of the Canadian Union of Public Employees may attend any meetings of the Grievance or Negotiating Committee.
- (c) In the event that the parties agree to participate in central bargaining between the Canadian Union of Public Employees and the participating HCCSSs, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the participating HCCSSs and shall be paid for all scheduled shifts missed (including scheduled shifts on the calendar days immediately before and after negotiations), up to and including conciliation/mediation. It is agreed that the employer is not responsible for any other costs associated with the employee's participation in bargaining. Notice will be given to the Employer as far in advance as possible.

### 7.03 Occupational Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to establish and maintain an Occupational Health and Safety Committee comprised of three (3) representatives selected or appointed by the Union from amongst its bargaining unit employees (one (1) from each site), one (1) alternate representative selected or appointed by the Union from amongst its bargaining unit employees to replace the regular committee person if required and at least one (1) management representative but not more than equal representation on each side.  
Videoconferencing services will be available for the representatives who are off-site to attend Occupational Health and Safety Committee meetings.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to occupational health and safety.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held once every three (3) months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) The Union representatives of the Occupational Health and Safety Committee shall be certified worker representatives and the training shall be paid by the Employer.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to all accidents/incident reports, health and safety records, WSIB Form 7s, and any other pertinent information in its possession. The Union agrees to co-operate reasonably with the Accident Prevention – Health and Safety Committee in all respects.
- (i) All time spent by a member of the Accident Prevention - Health & Safety Committee attending meetings of the Committee and carrying out their duties, shall be deemed to be work time for which they shall be paid by the Employer at their regular rate and the employee shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (j) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if they so request, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave.
- (k) Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee.

#### 7.04 Grievance Committee

- (a) The Employer will recognize a Grievance Committee of three (3) employees, one from each site, in addition to the Bargaining Unit President.
- (b) The Union will advise the Employer of the names of the members of the Grievance Committee and changes thereto.
- (c) If a representative must leave their regular duties for a period of time in order to attend to Union business, they will first obtain the permission of their Supervisor or designate. Such permission will not be unreasonably withheld.
- (d) The Employer agrees to give representatives of the Canadian Union of Public Employees access to the premises of the Employer for the purpose of attending grievance meetings.
- (e) The Employer shall not be required to pay Grievance Committee representatives or the grievor for time spent at arbitration hearings.
- (f) Representatives of the Union who are granted time off during their regular work period to address a grievance or possible grievance or meet with the Employer's representatives on union business, shall be paid for such time at their regular rate. These Representatives are required to advise their Supervisor prior to leaving their regular duties and report back to their Supervisor upon their return, if within their regular work hours.

7.05 The Employer shall provide space for a bulletin board for the use of the Union for the purpose of posting official Union information relating to business affairs, meetings, and social events. The Employer shall provide space for one (1) filing cabinet for each site for the use of the Union for the purpose of filing official Union information. The Union shall supply such filing cabinet at its own expense.

#### 7.06 Correspondence

- (a) Unless otherwise specified in this Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Human Resources (or designate) and the President of the Local Union (or designate), with a copy to the Representative of CUPE assigned to the Local Union.
- (b) The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements or other terminations of employment of members of the bargaining unit at the end of every second pay period. A copy of this list shall be forwarded by the Employer to the President of the Local.
- (c) The Union shall notify the Employer in writing of the names of the Steward and the members of the Executives and of any changes in such personnel before the Employer shall be required to recognize them.

#### 7.07 Union Orientation

On commencing employment, the Employer shall introduce the new employee to their Union Steward or Representative within the first three (3) working days. An Officer of the Union will be allowed a reasonable period of time, not to exceed fifteen (15) minutes, within regular working hours and during the employee's orientation period, to acquaint the new employee with the Union. These interviews shall be scheduled in advance by the Employer.



## **ARTICLE 8 – DEFINITION OF EMPLOYEES**

- 8.01 (a) A full-time employee is one who is employed on a full-time basis, who regularly works the standard full-time hours per week as defined in this Agreement.
- (b) A part-time employee will make a commitment to make themselves available for an average of five (5) scheduled tours bi-weekly and a maximum of three (3) weekends (Saturday and Sunday) out of six (6) in each posted six (6) week schedule, unless the part-time employee indicates in writing to the Employer their agreement to work extra weekends. This commitment does not in any way constitute a guarantee of hours of work from the Employer and is subject to the availability of scheduled work.
- (c) “Employee” shall include only such persons coming within the scope of the bargaining unit, as set out in this Agreement.
- 8.02 (a) Job Sharing is defined as an arrangement whereby two (2) employees share the hours or work of what would otherwise be a full-time position.
- (b) Employees must commit to cover all planned absences.
- (c) When a full-time employee intends to take advantage of the job share language for their position, the person shall make the request to their Supervisor, who will then seek approval, notify the Union and post the position for all employees who may be interested in applying in accordance with Article 9. This is a partnership and there is no ownership of the position.
- d) The Employer shall award job sharing arrangements on the basis of seniority.
- e) When a Job Share partner permanently leaves the arrangement and where the remaining partner was previously full-time, the Job Shared position will revert back to a full-time position within fourteen (14) days. If the remaining Job Share partner was previously part-time they will revert to their former status and the full-time position will be posted in accordance with the Collective Agreement. If the position is no longer available, then lay-off provisions of the Collective Agreement will apply.
- f) The hours of work and scheduling of the shared position shall be agreed upon in advance with the Employer and the Union. The job share partners shall submit their proposed schedule to the scheduler three (3) weeks in advance of the schedule posting date.
- g) Employees in a job sharing arrangement shall receive the same rights and privileges provided to part-time employees in accordance with the provisions of this Agreement.
- h) There shall be up to four (4) shared positions at the Windsor site, up to two (2) shared positions at the Chatham site and up to three (3) shared positions at the Sarnia site.
- i) No full-time vacancy will be posted as a shared position.
- j) For extended leaves where one of the partners is not permanently leaving the partnership, the remaining partner has the option of filling the position until a replacement is found. If the remaining partner does not want the position during the period of the partner’s absence, the position will be posted pursuant to Article 9 of the Collective Agreement. If no one successfully posts for the position, the remaining partner is required to fill the position on a full-time basis.

- k) The two employees will not be permitted to take vacation at the same time. Should they both request the same period off, seniority will take precedence.
- l) Job sharing arrangements will be voluntary for all participants.
- m) The total hours worked by the two (2) job share partners shall be equal to one (1) full-time position. The job sharers will have the option of determining between themselves which partner will work on scheduled paid holidays. The division of hours over the schedule shall be determined by mutual agreement of the two (2) employees with the approval of the Supervisor and notification given to the Union. Such notices shall not be unilaterally or arbitrarily changed by the employees or the Employer. Where the two job sharers are unable to agree on the division of hours, the Patient Services Manager or their designate will determine the employees' schedules.

## **ARTICLE 9 - JOB POSTING**

- 9.01 Where a permanent vacancy occurs in a classification within the bargaining unit that the Employer decides to fill or a new position within the bargaining unit is established by the Employer, such vacancy shall normally be posted within fourteen (14) days by the Employer for a period of seven (7) calendar days, excluding paid holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted on the CUPE bulletin board and via the intranet for a period of three (3) working days, excluding Saturdays, Sundays, and paid holidays. All such postings shall contain the following information: Job title, hours of work, Program, Job Summary, skills, qualifications, knowledge, education, wage or salary rate or range, work site / location and Manager's name at the time of the posting. All applications are to be made in writing within the posting period. The applicant will be placed in the position they have been awarded within thirty (30) calendar days of accepting the position; if an extension to this provision is agreed to by the Union and the position would increase the applicant's hourly rate, they shall begin receiving that rate no later than 30 days from accepting the offered position. The Employer may post the positions to the open market or non-unionized employees simultaneously to this process, but will only consider applicants from outside of the bargaining unit, if there are no suitable candidates from within the bargaining unit in accordance with the collective agreement.
- 9.02 The Employer shall consider the following two (2) factors in determining which employee is to be selected:
- (a) whether the applicant is qualified to perform the work with training; and
  - (b) the relative seniority of the applicants.

When the qualifications of two (2) or more applicants to perform the work are relatively equal as between two or more applicants, seniority shall govern. The Employer shall provide up to ten (10) working days for orientation in the initial weeks on the job to the successful candidate if necessary. New employee(s) shall receive a fifteen (15) day training period.

- 9.03 Upon being offered the vacant position, an employee shall have up to twenty-four (24) hours from the time of the offer to advise the Employer of their decision on whether or not to accept such position. A failure to respond to the Employer's offer shall be deemed to be a refusal to accept the position. An employee who is on a scheduled absence during the posting period shall advise the Director of Human Resources or their designate of their intentions prior to commencing their leave. In the event the employee has posted to more than one position, they shall indicate their preference prior to commencing their leave.

- 9.04 Within five (5) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the CUPE bulletin board and via the intranet. In the event that a more senior applicant was unsuccessful for a posted position, the Employer shall notify the more senior applicant prior to posting the name of the successful applicant.
- 9.05 It is also understood and agreed that should an employee be awarded a position, whether permanent or temporary, they will not be denied the position because of pre-approved vacation, except in circumstances that require a specific time allotment to complete, provided the operational needs of the business are met.
- 9.06 Every employee who is appointed to another permanent position within the bargaining unit shall be given a familiarization period of up to forty-five (45) calendar days to establish that the employee is capable of performing the duties and responsibilities of the position. At the end of the familiarization period, and conditional upon satisfactory job performance, the employee shall be confirmed in the position. In the event the successful applicant proves unable to perform the duties in the position during the familiarization period, or if the employee is dissatisfied, they shall be returned to their former position and salary without loss of seniority if the position still exists. Any other employee promoted or transferred in accordance with this Article shall be returned to their former position and salary without loss of seniority; if the position still exists.

9.07 Temporary Vacancies

- (a) When a temporary vacancy of more than sixty (60) days occurs, the temporary position shall be posted in accordance with Article 9.01. The subsequent position shall be filled if necessary. The employee shall continue to accumulate seniority during the temporary appointment and they shall be returned to their regular position at the end of the temporary assignment.
- (b) All employees will be considered for temporary full-time and part-time vacancies. Employees who have accepted an offer of a temporary position will not be considered for further temporary vacancies until they have completed this temporary vacancy or unless the new temporary vacancy commences after the current temporary vacancy will be completed. Employees must be available to work the entire period of the temporary vacancy to be considered.
- (c) In the event that a position posted as temporary only shall subsequently be established by the Employer as a regular position, it shall immediately be reposted in accordance with the provisions of this paragraph.
- (d) When an employee occupying a temporary position accepts a permanent position the new permanent position will be occupied in accordance with Article 9.01.

9.08 Notice to the Union

The Union President or designate shall be notified in writing by the Director of Human Resources or designate within five (5) working days of every appointment and within five (5) working days of every resignation, dismissal or layoff to or from any position within the bargaining unit.

- 9.09 An employee who has not completed a probationary period shall be allowed to apply for a job posting and if they are the successful applicant, they shall be required to complete their initial probationary period.

- 9.10 Successful applicants for a permanent position cannot post for any position for a period of six (6) months from the date the Employee commences working in the position. Notwithstanding the foregoing, employees shall be permitted to accept two (2) job postings within a twelve (12) month period. For clarification, the twelve (12) month period commences the day the employee commences working in the position arising from the first posting for which they applied.
- 9.11 Employees may make a written request for transfer by filling out an Application for Transfer form indicating name, qualifications, experience, present area of assignment, seniority and posted position(s) the employee is applying for. Employees will be permitted to provide an Application for Transfer Form to the Employer prior to going on an absence from the workplace indicating what positions they wish to be considered for during such absence and must provide a contact number the Employer can use to contact them during their absence should a posting arise.
- 9.12 Each member of the bargaining unit may only hold one position in the bargaining unit.

## **ARTICLE 10 - SENIORITY**

- 10.01 April 1, 2018 a blended seniority list was formulated based on calculations for hours of work. A frozen seniority list was posted as of March 2, 2018 reflecting the integration of Legacy LHIN Employees and former CCAC Employees. Seniority will be calculated from the employee's start date to the date reflected on the frozen seniority list, from that point on seniority will be calculated based on date of hire subject to the provision of 10.05.

For the purposes of vacation entitlement and steps on the pay grid a year of service is equivalent to a maximum of 1820 hours per calendar year.

Upon ratification, seniority will be calculated based on the Date of Hire.

The seniority lists across all three (3) sites shall be integrated for the purposes of job posting, lay-off and recall only. Seniority lists will be posted as at the end of the last pay period in June and December of each year and copies will be forwarded to the Union.

- 10.02 Every employee shall be subject to a probationary period of four (4) full calendar months of continuous employment commencing on the date of their employment during such period. With written consent of the Employer and the Union the probationary period may be extended for one (1) additional month.
- 10.03 Seniority shall be retained and accumulated under the following circumstances:
- (a) Actively at work;
  - (b) When on approved unpaid sick leave;
  - (c) When on a leave of absence with pay;
  - (d) When on an approved leave of absence without pay, not exceeding thirty-five (35) weeks;
  - (e) When in receipt of paid sick leave, LTD or E.I. sick benefits;
  - (f) When in receipt of Workplace Safety and Insurance Board benefits for an injury sustained while in the employ of the Employer;
  - (g) When on pregnancy and/or parental leave.

10.04 An employee shall lose all seniority and be deemed terminated if:

- (a) They voluntarily quit the employ of the Employer;
- (b) They are is discharged and such discharge is not set aside under the Grievance Procedure herein;
- (c) They are absent from work without permission for three (3) full working days, unless such absence was caused by physical disability or other circumstances beyond the control of such employee as a result of which they were unable to advise the Employer of the reason for their absence;
- (d) They fail to report for work upon the expiration of a leave of absence, vacation or suspension without reasonable cause;
- (e) They utilize a leave of absence for a purpose(s) other than that for which it was granted;
- (f) They fail, upon being notified of a recall, to signify their intention of returning to work within three (3) calendar days of the notice of recall posted by registered mail to the last known address on file with the Employer and fails to report to work within five (5) calendar days after they have received the notice of recall or such further period of time as may be agreed upon the parties;
- (g) They retire;
- (h) After twenty-four (24) months of layoff, they have not been recalled;

10.05 Seniority shall be retained but not accumulated when an Employee is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay exceeding thirty-five (35) weeks;
- (b) For a period of lay-off up to two (2) years after the layoff commenced;
- (c) When in receipt of Workplace Safety and Insurance Board benefits under circumstances other than those mentioned in Article 10.03(f).

10.06 Seniority During Transfers Outside of the Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent. An employee who is temporarily transferred to a supervisory, management or non-union position outside the Bargaining Unit shall retain their seniority while in that position. It is understood and agreed that this shall not exceed one (1) year in duration, except in situations where the employee is replacing a pregnancy/parental leave for a maximum period of eighteen (18) months.

Provided they return within the time period above, the employee will return to their former position. If the former position does not exist Article 24 would apply.

An employee must remain in the bargaining unit for a period of at least three (3) months from the date of their return to the bargaining unit before transferring out of the bargaining unit again or they will lose all seniority held at the time of the subsequent transfer.

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

Service shall be defined as length of continuous employment with the Employer.

10.08 Complaints alleging an inaccuracy on the seniority list shall be made in writing to the Director of Human Resources within one (1) month of the posting of the seniority list. If no written complaint is received within this time frame, the seniority list will be considered accurate for the duration of the seniority list (6 months). Where an employee has been off work on an extended leave (i.e. sick leave, maternity/parental leave, etc.), the written complaint is to be received within one (1) month of their return to work.

10.09 In the event Employees within the bargaining unit have identical seniority, their names will be listed on the seniority list based on the following order:

- Date of offer of employment; if that is identical then by;
- Date of acceptance of employment; if that is identical then by;
- Alphabetical order.

Should #3 be the deciding factor and the Employee's name changes during the course of their employment, they will maintain their position on the seniority list and their former name will be identified in parentheses.

## **ARTICLE 11 - HOURS OF WORK**

11.01 (a) The normal average of weekly hours of work shall be thirty-five (35) hours, exclusive of a daily one (1) hour unpaid meal break and shall be worked in accordance with shift schedules as determined by the Employer. The normal working hours per shift shall be seven (7) hours, exclusive of a daily one (1) hour unpaid meal break. This shall not represent a guarantee of hours of work.

(b) Notwithstanding the parameters indicated in (a) above, the normal average weekly hours of work of employees recently included (2018) will remain unchanged while the employee remains in the same position. The only exception to this may be positions in the IT department which may be posted with up to 37.5 hours per week. All future permanent and temporary full-time and part-time positions will be posted no more than 35 hours per week.

11.02 The Employer recognizes that its core business hours are between 0830 hours and 1630 hours, Monday to Friday. Notwithstanding the foregoing, tours shall commence no earlier than 0800 and conclude no later than 2000 hours.

If any changes are required by the Employer to the commencement and finishing times of the tours described above, the Employer shall provide no less than sixty (60) days' notice to the Union of implementing any such changes.

Notwithstanding the above, where the Employer requires work to be done outside of the hours described above on an occasional or time sensitive basis, the employer will seek volunteers who are qualified to perform the work. Where there is more than one volunteer, the volunteer with the greatest seniority will be selected. Where there is no volunteer, the junior employee who is qualified to do the work be assigned the shift(s).

Nothing in this Article shall restrict the ability of the employer to offer overtime to employees as described in Article 12.03.

- 11.03 In any normal shift of seven (7) hours, an employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period in an area made available by the Employer. An employee working a shift of a duration of other than seven (7) hours shall be permitted a paid rest period of fifteen (15) consecutive minutes during each three and one-half (3 1/2) hours worked.
- 11.04 (a) Part-time employees shall be scheduled to work in accordance with Article 8.01(b) of this Agreement. The Employer will endeavour to schedule part-time employees for five (5) tours bi-weekly. This does not constitute a guarantee of hours. Part-time employees who do not wish to be scheduled for a particular day must so notify the Employer in writing.
- (b) Scheduled shifts remaining after (a) above will then be scheduled on a shift by shift basis by site on a rotating basis according to seniority for both part time and job share employees, provided the employee is qualified to perform the duties of the job.
- (c) Part-time employees will be permitted to exchange scheduled tours, but such changes will not result in overtime pay. Requests for a change in posted schedules must be submitted in writing for consent and co-signed by the other employee participating in the change.
- (d) Schedules for part-time employees will be posted two (2) weeks in advance and will cover a six (6) week period. Seniority will be used to honour requests for days off or scheduling preference related to the program. There will be no change to such schedule after being posted unless by mutual agreement of the Employer and employee or employees affected by such change except in the event of an emergency or for reasons beyond the Employer's control.
- (e) Additional shifts will be scheduled according to the following:
- (i) Where the Employer determines that vacation coverage is required, the coverage will be offered on a shift by shift basis to part-time employees based on a rotating bargaining unit seniority.
  - (ii) Where absences of sixty (60) calendar days or less are replaced, they will be scheduled from a list based on bargaining unit seniority.
  - (iii) Absences of sixty (60) days or more and all maternity/parental leaves will be posted and filled according to the provisions of Article 9 of this Collective Agreement for the term of temporary absence.
  - (iv) Upon return of the employee holding the position, the temporary part-time employee will be returned to their position as previously held on the work schedule.
  - (v) Part-time employees who do not want to be scheduled or called into work beyond their minimum commitment must put their desire not to be called in writing to their immediate manager or designate and schedulers.

- (f) If a part-time employee is required to work in excess of seven (7) hours daily or seventy (70) hours in any bi-weekly pay period, they shall receive overtime premium of one and one-half (1 ½) times their regular straight time hourly rate, which overtime premium shall be compensated by mutual agreement of the employee and the Employer by either:
  - (i) Payment of overtime premium at the rate on one and one-half (1 ½) times the employees regular straight time hourly rate of pay for the time so worked; or
  - (ii) Lieu time off at the rate of one and one-half (1 ½) times the time so worked to a maximum of seventy (70) hours at a mutually agreeable date. Where the parties are unable to mutually agree to a date, the employee shall receive a cash payout in accordance with (a). Outstanding accumulated overtime as at December 31<sup>st</sup> will be paid to the employee in January. At the employee's request, lieu time may be carried over to January 31<sup>st</sup> of the following year.

11.05 Full-time Float Patient Services Assistants

- (i) Hours of work will be ten (10) shifts per pay period. These hours will be scheduled in accordance with Article 11.02. Routine scheduling of full-time FPSAs may include Statutory Holidays. Any FPSA working a Statutory Holiday will be paid at the appropriate overtime rate.
- (ii) The FPSA schedule will be posted two (2) weeks in advance and will cover a six (6) week period.
- (iii) FPSA's who do not wish to be scheduled for a particular day must so notify the Employer in writing in advance of the schedule being posted. The Employer shall not schedule such FPSA's for such days subject to the operational needs of the organization.
- (iv) The FPSA may be required to work a maximum of three (3) weekends (Saturday and/or Sunday) out of six (6) in each posted schedule. FPSA's shall indicate their weekend schedule preference on a quarterly basis in rank order of seniority. The Employer shall establish a schedule for FPSA's based on their ranked preferences for their required weekends on the basis of seniority so that FPSA's are aware of their weekend schedules per quarter. Upon request by an employee, the Employer will attempt to schedule two consecutive days off for that employee subject to operational and staffing capabilities.
- (v) FPSA's shall be entitled to overtime pay for all hours worked in excess of seven (7) hours daily or seventy (70) hours in any bi-weekly pay period.
- (vi) Vacation requests made at the time of selection according to the Collective Agreement will entitle the FPSA to the weekends off prior to and following a vacation week. If the vacation selection is made for an already posted schedule, this provision may not apply.
- (vii) The FPSA will be scheduled where and as needed by the Employer, provided they have been previously oriented to the area.



- (viii) The FPSA will be permitted to exchange scheduled shifts with other full or part-time Patient Services Assistants provided the Patient Services Assistant has the skill and ability to perform the work required. Such changes will not result in overtime pay. Requests for change in, posted time schedules must be submitted for consent, in writing and co-signed by the other Patient Services Assistant participating in the change.
- (ix) Full time Float Patient Services Assistants will be permitted to include Saturdays and/or Sunday in their vacation requests for a full shift to facilitate finding a replacement. Requests will be made prior to the posting of the new six (6) week schedule.

11.06 Employees will be permitted to exchange scheduled shifts with other full or part-time Patient Services Assistants provided the Patient Services Assistant has the skill and ability to perform the work required. Such changes will not result in overtime pay. Requests for change in posted time schedules must be submitted for consent, in writing and co-signed by the other Patient Services Assistant participating in the change.

## **ARTICLE 12 – OVERTIME**

- 12.01 If a full-time employee is required to work in excess of the hours worked in Article 11.01, they shall receive overtime premium of one and one-half (1 1/2) times their regular straight time hourly rate, which overtime premium shall be compensated by mutual agreement of the employee and the Employer by either:
- (a) Payment of overtime premium at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay for the time so worked; or
  - (b) Lieu time off at the rate of one and one-half (1 1/2) times the time so worked to a maximum of seventy (70) hours at a mutually agreeable date. Where the parties are unable to mutually agree to a date, the employee shall receive a cash payment in accordance with (a). Outstanding accumulated overtime as at December 31<sup>st</sup> will be paid to the employee in January. At the employee's request, lieu time may be carried over to January 31<sup>st</sup> of the following year.
- 12.02 An employee required to work more than three (3) hours of overtime shall be allowed a one-half (1/2) hour meal break with pay. An employee will be allowed to take an additional fifteen (15) minute break for each additional three (3) hours of overtime worked.
- 12.03 Overtime shall be on a voluntary basis and shall be awarded on rotating seniority provided the employee has the skill and ability to do the work required.
- 12.04 An employee who is called back after completing their regular work day and having left their place of employment shall be paid a minimum of three (3) hours at time and one-half (1 1/2) their regular hourly rate or the actual hours worked at the overtime rate, whichever is greater, provided the hours worked are outside their regular hours or outside overtime hours immediately before or after their regular hours.
- 12.05 It is understood that overtime requires prior authorization from the immediate administrative supervisor or their designate.
- 12.06 Definition of Straight Time Rate of Pay

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

12.07 Paid Time to Working Time

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

**ARTICLE 13 - PAID HOLIDAYS**

13.01 The Employer agrees to recognize the following paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	National Day of Truth & Reconciliation (Sept. 30)

13.02 The Employer also agrees to recognize any other day proclaimed as a holiday by the Federal or Provincial Government.

13.03

- (a) In the event the Employer requires an employee to work on any of the holidays herein described, the Employer will offer shifts to employees by rotating seniority.
- (b) In awarding of the Paid Holidays, the Employer will post the successful candidate(s) at the same time of the regular schedule.
- (c) In the event there is no volunteer to fill the shift, the qualified employee with the least seniority is required to work provided that the employee possesses the appropriate skill and ability and has been previously oriented to the assignment.
- (d) It is agreed upon that the Employer will keep a second site specific seniority list for the purpose of assigning Paid Holidays.

13.04 A full-time employee who works on any of the above holidays shall be paid for all hours worked at a rate of one and one-half (1 ½) times their regular rate of pay. In addition, they shall receive an additional day off with pay equivalent to the earned holiday pay. Such day off shall be taken at a mutually agreed upon time within sixty (60) calendar days following the holiday. Such day off shall be taken in increments of a half (3.5 hours) day or full (7 hours) day. If the day off is not taken within sixty (60) calendar days as required, it shall be paid out.

13.05 A part-time employee who works on any of the above holidays shall be paid for all hours worked at the rate of one and one-half (1 ½) times their regular rate of pay.

13.06 In order to qualify for holiday pay an employee must work their full regular day of work preceding and following the holiday concerned unless the employee is absent due to illness or vacation and such absence or other absence is approved by the Employer.

13.07 If any of the above holidays fall on a Saturday or Sunday, the Employer shall establish which weekday will be observed as the holiday(s) for the purposes of Article 13.01. However, for the purposes of determining whether an employee has worked on a holiday for the purposes of Article 13.03 of the Collective Agreement, the actual day of the holiday (including Saturday or Sunday) will be considered the holiday. For clarification purposes, employees who work the actual day of the holiday on a weekend will receive premium pay for the hours worked on the actual holiday.

- 13.08 Full-time employees will be entitled to three (3) personal days in each calendar year; this entitlement will be pro-rated for partial years worked. Employees will be eligible to take two of these personal days at any time during the year, provided they can arrange a mutually acceptable time with their immediate Supervisor. Employees will not be permitted to carry over personal days to the next calendar year. Such personal days shall be included in the vacation quotas referred to in Article 14.13 of this Agreement where taken in increments of a half (3.5 hours) day or greater. If the personal day(s) is not taken by December 31<sup>st</sup>, it shall be paid out the following January. Personal days shall not be paid out upon termination of employment.
- 13.09 Part-time will receive paid holidays and holiday pay in accordance with the *Employment Standards Act*.

## **ARTICLE 14 - VACATIONS**

- 14.01 All full-time employees shall be granted vacation with pay as follows:
- (a) Vacations will be granted according to seniority and the operational requirements of the organization.
  - (b) With the exception of the two (2) week Christmas-New Year holiday season and March Break vacation periods, the Employer will attempt to allow as many employees as possible time off in line with operational requirements.
  - (c) An employee may be limited to a maximum of three (3) weeks' vacation in the summer period, which limit may be extended in special circumstances. The summer period shall be defined as July 1 to and including August 31. If any prime time vacation is available after the process outlined in Article 14.02 (a) and (b) has been completed, employees shall be entitled to request a maximum of five (5) additional vacation days, which shall be granted on a first come, first served basis. Employees must have already earned the vacation days being requested and shall not be permitted to borrow vacation days as provided under Article 14.10.
  - (d) Time off for vacation shall be requested and taken in half (3.5) or full (7 hours) days increments except in exceptional circumstances where the employee may request vacation time in blocks of one (1) hour if approved by the Director of Human Resources or designate. All vacation requests will be included in the vacation quota as per Article 14.13 of this Agreement where taken in increments of a half (3.5 hours) day or greater.
- 14.02
- (a) The vacation year extends from January 1 to December 31. Requests for vacation shall be submitted in writing by October 1<sup>st</sup>. The Employer will post the final vacation list by November 1<sup>st</sup>.
  - (b) Once the vacation schedule has been posted, employees will have a two (2) week period, namely to November 15<sup>th</sup>, to apply for vacation where the vacation quotas have not been met. All requests will be made in writing and will be granted based on seniority. A final approved vacation schedule will be posted by November 30<sup>th</sup>. Only approved vacation will show on the posted vacation schedule.
  - (c) Vacations requested outside the above process will be granted on a first come first served basis, regardless of whether the request is for a block of time or a single vacation day. The approval of a single vacation days will take precedence over the granting of any overtime lieu days, holiday lieu days, float holidays or any other unpaid time off.

- 14.03 Should a paid holiday fall in an employee's vacation period they shall receive an additional vacation day with pay. It is also understood that where an employee's scheduled vacation is interrupted due to jury duty, the employee shall be entitled to leave under Article 23.06 and their remaining scheduled vacation days will be placed back in their vacation credits for use at a future date.
- 14.04 Where an employee's scheduled vacation is interrupted due to a bereavement leave, the employee shall be entitled to bereavement leave in accordance with Article 23.01. It is also understood that where an employee's scheduled vacation is interrupted due to bereavement leave, their remaining scheduled vacation days will be placed back in their vacation credits for use at a future date.

The employee must inform in writing the employer within 5 business days upon their return from vacation. Notification beyond the period indicated above will not be accepted.

- 14.05 Employees may accumulate and carry over up to a maximum of half their annual vacation entitlement to the next calendar year. Under special circumstances, employees may make a written request to their Manager prior to December 1<sup>st</sup> to carry over an additional amount over and above the maximum allotment, provided that they have a mutually agreeable plan to schedule such by March 31<sup>st</sup>.
- 14.06 When a full-time employee leaves, such full-time employee will be granted vacation pay for the number of vacation days standing to their credit as of their date of termination.
- 14.07 It is agreed that upon the death of an employee the Employer shall pay the balance of any unused vacation entitlement and any other monies owed to the employee to the estate of the employee.
- 14.08 Employees shall not accumulate monthly vacation credits if any one of the following conditions apply:
- (a) If the employee is absent from work due to illness and the absence extends beyond the days available under the employee's accumulated sick leave credits.
  - (b) If the employee is on layoff.
  - (c) When on an approved leave of absence without pay exceeding thirty (30) days.
  - (d) When on long-term disability.
- 14.09 Part-time employees shall receive fifteen percent (15%) in lieu of benefits and vacation. If the part-time employee is enrolled in HOOPP, they shall receive ten percent (10%) in lieu of benefits and vacation.
- 14.10 In the event an employee is approved to take vacation time and they have not earned sufficient vacation credits, they may take a maximum of ten (10) days beyond what they have earned to date in that calendar year provided that they execute a form entitled, "Agreement and Authorization" as outlined in Schedule "B". To be clear, the employee cannot borrow time for the following year's entitlement.

- 14.11 (a) Vacation credit will be accumulated per pay period. During the first year of employment, full-time employees will be eligible to take vacation as it is earned.

Years of Service	Days
0-3	15
3-8	20
8-14	23
14-19	25
19+	30

Vacation credit will be accumulated monthly. During the first year of employment, full-time employees will be eligible to take vacation as it is earned.

Note: Employees who currently have a higher entitlement of vacation days than that provided for in this Article will be grand parented in at their current level.

- (b) All full-time employees will receive full wages when they access their vacation.
- 14.12 (a) Where an employee's scheduled vacation is interrupted due to serious illness that negatively impacts the employee's vacation and commenced prior to and continues into the scheduled vacation period, the employee may opt to consider the period as sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an inpatient in a hospital, the employee may opt to consider the period of hospitalization as sick leave.
- (c) The portion of the employee's vacation that is considered to be sick leave in (a) and (b) will not be counted against the employee's vacation credits.
- 14.13 Vacation quotas to establish the number of employees off in any given week for each site of the HCCSS ESC will be as follows:
- (a) A maximum of twenty-nine (29) Patient Services employees based on seniority; and
- (b) Not more than 50% of the employees in the team can take vacation at any one time. For clarity, team means Community, School, ICR, PCS, MPS, Short Stay, Clinic, Full-Time Float, IT, Finance, Health Information Management, etc. Teams will be cross-site unless designated site-specific (Community, Clinic, and Full-time Float will remain site specific teams). For uneven numbers, the applicable percentage limit shall be rounded down to the next lowest number of employees.
- (c) Notwithstanding (b) above, for the 2-week period covering Christmas and New Year, and the week of March break, a maximum of 15 Patient Services employees at the Windsor site, 5 Patient Services employees in Sarnia, and 6 Patient Services employees in Chatham will be granted vacation solely by seniority.
- (d) Outside of the prime time periods referenced in Article 14.01 (b), the Employer shall permit an additional two (2) employees to utilize vacation, lieu or personal holidays at each site subject to operational needs.

- (e) Vacation requested after December 1st shall be submitted, in writing, to the Scheduling Coordinator or designate and the Scheduling Coordinator or designate shall respond to the request within seven (7) working days. Requests shall be granted on a first come, first serve basis.
  - (f) Once vacation requests have been approved, they cannot be changed by the Employer without the consent of the Employee.
- 14.14 (a) If an employee terminates their services or if for any reason, they will not be taking their posted vacation, regardless of whether a week(s) or single vacation day(s), if the vacation commences after the current posted schedule or, if it is during the current posted schedule and can be supported based on the operational requirements of the organization, it will be posted for five (5) calendar days as being available and notification of the posting will be sent to all employees. The vacation will be granted to an employee in accordance with Article 14.13 provided they submit their request in writing during the five (5) calendar day posting period. Where the cancellation of the vacation is less than the above-referenced five (5) calendar days, the notification will be forwarded to all employees as soon as possible. In these circumstances, vacations will be approved based on the operational requirements of the organization.
- (b) Where vacation time is cancelled within the current posted schedule, it is acknowledged that the offering of that vacation time may not be feasible due to operational requirements.
  - (c) Notwithstanding 14.14 (a) and (b), vacation cancellation(s) may not be authorized during the prime time periods indicated in 14.01 (b) and (c), unless such request is submitted at least one week prior to the posting of the schedule in which the cancelled vacation occurs.

## **ARTICLE 15 – EMPLOYEE BENEFIT PLAN**

15.01 The Employer agrees to pay 100% of the billed premiums toward single/family coverage (dependent coverage to dependent children in school, college or university up to age 25 years) of employees in the active employ of the Employer.

### Hospitalization

The Employer agrees to pay 100% of the billed premiums toward semi-private/private Hospital coverage.

### Extended Health Care

The Employer agrees to contribute 100% of the billed premium for Extended Health Care Benefits, including, but not limited to the following:

- (a) Ontario Health Insurance Plan or equivalent successor plan;
- (b) **Effective the start of the first month after ratification** Pay Direct Drug Plan with prescription no deductible to the employee **including diabetic supplies (eg. CGM devices; testing; etc.), subject to the verification process as set out by the insurance carrier.**

- (c) Vision Care Plan of \$300.00 per person every twenty-four (24) months, plus eye exam every twenty-four (24) months up to a max of \$75.00.

Effective October 1, 2022 Vision Care Plan will increase to \$350.00 per person every twenty-four (24) months, plus eye exam every twenty-four (24) months up to a max of \$75.00.

- (d) Hearing aids of \$500.00 every 5 years;
- (e) Deluxe Travel Plan Coverage;
- (f) Chiropractor- \$250 / calendar year, \$50.00 x-ray per calendar year

- (g) **Effective the start of the first month after ratification** Speech Therapist, Acupuncturist, Naturopath, Osteopath, Podiatrist, Chiropodist, Psychologist, **Social Worker (MSW), Psychotherapist - \$300.00 per practitioner** per calendar year

Effective October 1, 2022 the above various therapists' coverage in (g) will increase to \$275.00 per calendar year.

Effective April 1, 2023, the above various therapists' coverage in (g) will increase to \$300.00 per calendar year.

- (h) Physiotherapist & Sports/Athletic Therapist \$35.00 per visit
- (i) Registered massage therapist – 20 visits per calendar year
- (j) Orthotic Shoes - \$150.00 per calendar year
- (k) Orthotic appliances - \$500.00 per calendar year
- (l) Private duty Nursing - \$25,000 per calendar year
- (m) Smoking Cessation - \$500.00 per lifetime

#### Dental Plan

The Employer agrees to contribute 100% of the billed premium for a dental plan based on current minus 1 year Ontario Dental Association rates, including but not limited to, the following minimum coverage:

1. Basic services to include recall every six (6) months, no limitations on reimbursement per calendar year.
2. Comprehensive basic services to include endodontic, periodontal and denture service coverage at 100% unlimited.
3. Major restorative services to include dentures, crown, crown restoration and repair, and bridges with 50/50 co-insurance to a maximum of \$1,000.00 annually.

Effective April 1, 2023, major restorative coverage as noted above will increase to a maximum of \$1,250.00 annually.

4. Orthodontic coverage – 50/50 co-insurance to a lifetime maximum of \$1,500.00.

### Group Life Insurance

A Group Life Insurance Plan under which the life of each employee who is covered by this Agreement will be insured to the extent of two (2) times an amount equal to their salary calculated to the next one thousand dollars (\$1,000).

### Accidental Death and Dismemberment

Accident Death and Dismemberment coverage shall be equal to the life insurance.

### Long-Term Disability Plan

The Employer agrees to pay 100% of the billed premium toward coverage under a Long-Term Disability Plan for full-time employees.

### Article 15 Retirement Benefits (as per policy#24282)

- 15.02 (a) 1. The Employer shall pay fifty percent (50%) of the billed premium costs for the benefits listed in this Article for an Employee who meets the following qualifications:
- i) The Employee retires between the ages of fifty-five (55) and sixty-five (65), and
  - ii) The Employee has worked a minimum of ten (10) years of equivalent full-time service (eighteen hundred and twenty (1820) hours equals one (1) year of equivalent full-time service for part-time Employees) immediately prior to their retirement; and
  - iii) On their retirement date, the Employee is enrolled in the benefit plan for which they are seeking coverage (single/family) pursuant to Article 15.01 and has been enrolled for the five (5) years immediately prior to said retirement date.
2. The Employer shall pay fifty percent (50%) of the billed premiums for life insurance coverage in the amount of \$25,000.00, which shall exclude Accidental Death and Dismemberment and Disability Coverage, such payment shall cease when the retiree reaches the age of sixty-five (65), or until the retiree's death whichever comes first.
3. The Employer shall pay fifty percent (50%) of the billed premiums for health benefit coverage as provided under Article 15.01 to which the retiree may be entitled until the retiree reaches the age of sixty-five (65), or until the retiree's death whichever comes first. The benefits are subject to change subsequent to retirement. However, these benefits shall be consistent with that of those Employees who are working.

### Benefit Post Age 65

- 15.02 (b) 1. The retired employee, aged 65 and above, can purchase individual health/dental coverage conversion without having to provide medical evidence if they apply for coverage within 60 days of losing their group coverage.
2. The Employee shall pay one hundred percent (100%) of the billed premiums for health benefit coverage to which the retiree may be entitled until the retiree reaches the age of seventy (70), or until the retiree's death whichever comes first.



### 15.03 Change in Carrier

It is agreed that the Employer can change the carrier of any plan provided that there is no reduction in benefits and provided that the Employer gives the Union not less than sixty (60) days' notice of such change, furnishes the Union with full particulars of the plan to be substituted and meets with the Union Representatives to discuss and explain the change proposed.

The Union acknowledges that the Employer has agreed, for the term of this Agreement, to absorb the additional costs due to increased premiums required to maintain the current level of Health Care Benefits Plans.

15.04 "Active employ" excludes absences without pay from the HCCSS in excess of thirty (30) consecutive days. An employee on such leave of absence shall be responsible for full payment of the premium for any subsidized employee benefits to which they are entitled to participate for the period of absence in excess of thirty (30) consecutive calendar days. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefit during the period of leave to ensure their continuing coverage subject to the approval of the carrier.

15.05 The Employer will continue to pay benefit premiums for employees on Long-Term Disability for two (2) years.

15.06 All full-time employees who are presently enrolled in the Employer's pension plan, Hospitals of Ontario Pension Plan (HOOPP), shall maintain their enrolment in the plan subject to its terms and conditions. New full-time employees employed but not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

Regular part-time employees may participate in HOOPP in accordance with its terms and conditions.

The Employer agrees to pay the appropriate share of its costs of HOOPP for all qualified employees provided the employee is making their contribution.

15.07 The Employer will pay the appropriate share of its costs of HOOPP for a qualified employee off in excess of thirty (30) days, provided the employee is making their contribution, in the following circumstances:

- a) an employee on pregnancy leave, to a maximum of seventeen (17) weeks;
- b) an employee on parental leave, to a maximum of thirty-five (35) weeks;
- c) an employee absent on WSIB or long-term disability, subject to Article 10.04, for a period of time equal to the length of their seniority at the time of the commencement of the leave of absence or for thirty (30) months, whichever is lesser;
- d) an employee on layoff, to a maximum of six (6) months, subject to Article 10.04;
- e) an employee who is on unpaid leave of absence in excess of thirty (30) days, but is awaiting the initial WSIB or LTD adjudication of the claim. In the event the claim is denied, benefits will cease at the end of the current month.

15.08 The Employer shall make available to each employee and the bargaining unit a copy of the booklets for those benefit programs defined in the Collective Agreement and changes thereto.

15.09 The Employer shall notify the bargaining unit of the name(s) of the carrier(s) that provide the benefit plans prescribed in this Article. The Employer shall also provide the Union with a copy of the benefit booklet it receives from the carrier(s).

15.10 Workplace Safety and Insurance Board ("WSIB")

- (a) An employee who is injured while at work and, as a result of such injury is certified by a Medical Doctor as unfit to complete the working day, shall receive pay at the regular rate for time lost on the day that such injury is sustained and no deduction will be made from sick leave credits with respect to that particular working day. The employee must notify their Supervisor immediately that they have suffered a work related injury.
- (b) The employee will receive the WSIB cheque directly.
- (c) The employee will be required to complete a H.O.O.P.P. "Disability Elimination Period Election Form" (or equivalent form). If they elect not to contribute to H.O.O.P.P. during the first seventeen (17) weeks they are on WSIB, the absence becomes a period of broken service that cannot be purchased as broken service. If the employee elects to contribute to H.O.O.P.P. during the disability elimination period (first seventeen (17) weeks) and accrue credited service, they shall pay the H.O.O.P.P. amount calculated on their regular bi-weekly pay to the Employer on a bi-weekly basis and the Employer will match the employee's contribution.
- (d) Employees on WSIB in accordance with this section shall have their existing employee benefits as outlined in Article 15.01 for a period of twenty-four (24) months.
- (e) The Employer will provide the employee with a copy of the Workplace Safety and Insurance Board "Form 7" after submitting it to WSIB.

15.11 If the Employer allows the employee to continue to make contributions as outlined in Article 15.06 above, the employee must make arrangements suitable to the Employer with Human Resources before expiration of the thirty (30) day period and such arrangements will be automatically terminated and coverage lost if the Employer is not reimbursed as per the arrangements agreed to. It is understood that this provision also applies to employees who are suspended in excess of thirty (30) days.

**ARTICLE 16 – SICK LEAVE**

16.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick in accordance with Article 16.02, in receipt of LTD, disabled or prevented from working because of being exposed to contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

16.02 Annual Sick Days Entitlement

- i. On January 1<sup>st</sup> of each year, eligible full-time employees shall be given a bank of nine (9) non-cumulative 100% paid sick days (prorated for part years).
- ii. Sick leave credits will not accumulate for payout purposes for any CUPE employee after the date of ratification.
- iii. Once the nine (9) annual sick days indicated in par. I are exhausted, the employee must use their sick days previously accumulated in their sick bank first. The employer may exercise its right in accordance with Article 16.03 section 7 at its discretion.
- iv. Sick days shall be utilized to attend medical and/or dental appointment (personal or that of an immediate family member)

- v. Once the employee's sick days indicated in article 16.02 par I. and the days accumulated in the sick bank are exhausted, the employee shall make a claim for sick leave coverage under the Employment Insurance program for the period of time between the expiry of sick day coverage and the commencement of long term disability coverage.
- vi. The employer agrees to pay the one (1) week waiting period at the percentage (%) indicated in the schedule below before the employee's EI sick benefit application is adjudicated.
- vii. In case the initial adjudication is declined, the employee must appeal the initial EI decision immediately. The employer agrees to pay the employee at the percentage (%) indicated in the schedule below. during the appeal process.
- viii. In case the employee's claim is denied in appeal, the employer agrees to pay the employee upon the review of their file by an independent third party. The employer will exercise its right in accordance with Article 16.03 section 7 below.

Length of Service	SUB Plan (up to% of salary)
● 6 months but less than 1 year	60%
● 1 year but less than 2 years	70%
● 2 years but less than 3 years	70%
● 3 years but less than 4 years	70%
● 4 years but less than 5 years	75%
● 5 years but less than 6 years	75%
● 6 years but less than 7 years	80%
● 7 years but less than 8 years	85%
● 8 years but less than 10 years	90%
● 10 years and over	95%

**Supplemental Unemployment Benefit (SUB) Plan**

16.03 Upon confirmation by the Employment Insurance Commission of the appropriateness of Home and Community Care Support Services Erie St. Clair (HCCSS ESC) Supplemental Unemployment Benefit (SUB) Plan, full-time Employees who are unable to perform their duties due to non- occupational illness or injury shall be entitled to the following:

1. A full-time Employee who is on a sick leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance (E.I.) sickness benefits pursuant to the Employment Insurance Act shall be paid a supplemental employment benefit in accordance with the following schedule:
2. That the benefit will be equivalent to the difference between the percentage (%) of their regular weekly earnings and sum of their weekly Employment Insurance benefits.
3. Such a payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the HCCSS ESC of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance sick benefits and shall continue for a maximum period of seventeen (17) weeks or one hundred and nineteen (119) days.
4. An Employee's entitlement to any particular level of benefit in accordance with the schedule set out in Article 16.02 viii above shall be based on their length of service with the HCCSS ESC.

5. It is in the interests of all parties that claims for EI and the SUB Plan to be dealt with promptly by the employee, that all information necessary to support claims be provided promptly by the Employee or their medical professional, and that all parties do their best to ensure that Employees are returned to work as soon as their health permits. To that end the parties agree as follows:

Upon their return to work, the Employee shall provide to the Employer and its representative all reasonably relevant information regarding their functional abilities and limitations and expected return to work date necessary to support the claim for IPP (Income Protection Plan) coverage and/or a potential return to work. The Employer agrees that it shall treat all such information received in a confidential manner and limit disclosure on a need-to-know basis.

The Employer and the Union shall jointly collaborate to facilitate and accommodate early intervention and modified return to work programs through a joint health promotion and accommodation program. The parties agree to work together to accomplish complementary objectives in a climate of confidentiality, trust and respect. The Employer may refer an Employee to an appropriate independent medical professional in order to assist the Employer, the Employee and the Union in developing and implementing a return to work plan and/or accommodation.

6. It is agreed that whenever an employee shall recover from a third party other than EI (save and except any self-Insured benefits provided by the Employer), 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, 2000 and a mutually agreeable repayment schedule shall be arranged.
7. 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 illness, be examined and reported upon by the employee's legally qualified attending physician. Such report shall contain sufficient details and any other medical information deemed necessary to verify the legitimacy of the absence and manage the employee's absence from work and/or the employee's ability to return to work. The employee agrees to cooperate with the Employer with respect to obtaining the necessary information.
8. The Employer may delegate this responsibility to an outside party.
9. 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.
10. LTD benefits will be administered by the LTD carrier in accordance with and be subject to the terms and conditions of the LTD Plan. The Employer has no obligation with respect to the LTD Plan beyond the payment of any premiums as set forth in this Collective Agreement.
11. Coverage will cease when the employee turns age 65.

- 16.04 The Employer will provide a long-term disability insurance plan for full-time employees who have satisfactorily completed their probationary period with the waiting period being seventeen (17) weeks or one hundred and nineteen (119) days and the benefit level being 70% of earnings to a maximum of \$10,000 per month.

## **ARTICLE 17 - GRIEVANCE & ARBITRATION**

### 17.01 Definition

A grievance is defined as any difference arising between the Employer and an employee or employees as to the interpretation, application, administration, or alleged violation of the Collective Agreement.

- 17.02 The grievance shall identify the nature of the grievance, the employee involved, the date on which the alleged grievance occurred, the remedy sought and should specify the provisions of the Collective Agreement which are alleged to have been violated. When, as hereinafter required in the Article, a grievance is to be submitted in writing, such grievance shall be in writing on a form to be supplied by the Union.

- 17.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until the employee has first given their immediate Supervisor an opportunity to adjust their complaint. If an employee has a complaint, the employee, with the assistance of a steward, shall discuss it with their immediate Supervisor within three (3) working days after the circumstances giving rise to the complaint have originated or occurred. The immediate Supervisor shall communicate their reply to the complainant within five (5) working days and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

**STEP ONE:** The employee, with the assistance of a Union Steward may present their grievance in writing to their immediate Supervisor within three (3) working days of receiving the immediate Supervisor's response. The immediate Supervisor will deliver their decision in writing within five (5) working days following the day on which the written grievance was presented to them. Failing settlement then:

**STEP TWO:** The grievance shall be submitted to the Director of Human Resources or their designate, within five (5) working days of receipt of the reply of the Supervisor. The Director of Human Resources or their designate shall, within five (5) working days, convene a meeting with the grievor, accompanied by their steward. The Union may arrange to have the appropriate Union official and a representative of the Canadian Union of Public Employees to be present at such a meeting. The Director of Human Resources or their designate shall reply in writing to the Union within five (5) working days of the meeting.

- 17.04 The time limits specified in the Grievance and/or Arbitration Procedure may be altered upon the written agreement of the parties.
- 17.05 In the case of a grievance alleging improper discharge, the grievance shall be filed at Step 2 of the grievance procedure provided such grievance is submitted in writing to the Director of Human Resources or their designate within five (5) working days of the said discharge.

### 17.06 Arbitration

- (a) Should any grievance fail to be satisfactorily settled on the foregoing procedure, the Union may, within thirty (30) calendar days following receipt of the answer from the Director of Human Resources or their designate, notify the Employer in writing its desire to submit the grievance to arbitration.

- (b) The Union and the Employer may agree upon a Sole Arbitrator to hear the matter and for this purpose will exchange nominations.
- (c) Failing agreement between the Union and the Employer within ten (10) working days as to a sole Arbitrator to be appointed, the appointment shall be made by the Ministry of Labour for the Province of Ontario upon the written request of either party.
- (d) No person may act as an Arbitrator who is a member of the Union or the Employer's Board of Directors or an employee of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.
- (e) The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- (f) If the grievance is not referred to arbitration within the thirty (30) calendar day period referenced in (a), the grievance will be deemed to have been finally abandoned.
- (g) Once appointed, the Arbitrator shall have all the power as set out in Section 50 of the *Labour Relations Act*, including the power to mediate/arbitrate the grievance, to impose a settlement and to limit evidence and submissions.

#### 17.07 Time Limits

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

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

#### 17.09 Authority of Arbitrator

Any Arbitrator appointed to hear a grievance in accordance with Article 17.06 shall have no power to alter, add to, subtract from, modify or amend this Collective Agreement, nor to give any decision inconsistent with it. The Arbitrator shall have the power only to settle grievances arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

#### 17.10 Compensation of Arbitrator

Each of the parties hereto will bear the fee and expenses and will equally share the fees and expenses of the arbitrator.

#### 17.11 Place of Hearing

Arbitrations shall be heard in the location giving rise to the subject matter of the grievance or any other such place as may be agreed upon by the parties.

#### 17.12 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be originated at Step 2 within seven (7) working days following the circumstances giving rise to the grievance. Employer grievances will be submitted to the Union office and Union grievances will be submitted to the Director of Human Resources or their designate. The Employer and the Union shall have seven (7) working days to try to resolve the grievance by discussion. Should the parties agree to extend the time limits for the resolution of a grievance under this Article, the party with whom the grievance was filed shall have five (5) working days from the holding of a meeting between the parties to deliver its written answer to the grieving party. If such grievance cannot be resolved by discussion, such grievance may be referred to arbitration pursuant to Article 17.06.

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

#### 17.14 Group Grievance

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

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

17.16 Either party, with the agreement of the other, may submit the grievance to mediation following receipt of the reply from Step 2 of the Grievance Procedure. Where the matter is so referred, the Mediation Process shall take place before the matter is arbitrated. The Union and the Employer will share the cost, if any, of the mediator.

### **ARTICLE 18 - DISCIPLINE & DISCHARGE**

18.01 An employee may be discharged or disciplined, but only for just cause, and only upon the authority of the Employer as defined in this Agreement. An employee shall have the reason(s) for such discharge or discipline given in the presence of their Steward or Union Representative.

18.02 Where a Supervisor and or a member of the HR department intends to interview an employee for disciplinary purposes, the Supervisor and or a member of the HR department shall notify the employee and Union prior to the meeting and state the purpose of the meeting. The Union shall be in attendance at this meeting.

18.03 Where the Employer deems it necessary to discipline, suspend or discharge an Employee, the Employer shall notify the Union of such discipline, suspension or discharge as soon as possible. The Employee shall be accompanied by a Union Representative at the meeting.

18.04 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee fifteen (15) months following receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for twelve (12) months.

## **ARTICLE 19 - EMPLOYEE FILES**

- 19.01 (a) A copy of any completed performance appraisal which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such performance appraisal and shall have the opportunity to add their views to such evaluation prior to it being placed in their file.
- (b) Upon request and after having giving 48 hours' notice, an employee may review their file in the presence of their Supervisor or designate and be provided with a copy of any document contained therein.
- (c) No document shall be used in disciplinary proceedings and/or employment related issues against an employee where it has not been brought to the employee and Union's attention at the time of the occurrence giving rise to said occurrence.
- (d) If the Employer intends to place a written complaint or any documentation in any employee's personnel file, a copy of this documentation will be forwarded to the employee concerned at the time that the documentation is inserted in the personnel file. It will be noted on the documentation that a copy has been placed in the employee's personnel file.
- 19.02 Each Employee shall have the right to respond in writing to any document contained in the Employee's personnel file. Any such reply shall be filed in the Employee's personnel file.

## **ARTICLE 20 – JOB SECURITY**

- 20.01 Work currently performed by bargaining unit employees shall not be contracted out if the contracting out results in the reduction of hours of one or more bargaining unit employees, unless the Employer is mandated by the provincial or federal government or funding bodies to contract out the work. The Employer agrees to consult with the Union prior to contracting out any of the duties normally performed by the members of the bargaining unit.
- 20.02 Work of the Bargaining Unit

Employees of the Employer not covered by the terms of this Agreement shall not perform duties normally assigned to members of the bargaining unit where, as a direct result, a bargaining unit member is laid off or suffers a reduction in their standard salary or standard hours of work.

## **ARTICLE 21 – TECHNOLOGICAL CHANGE**

- 21.01 The Employer shall give the Union a minimum of sixty (60) days' advance notice whenever possible of any planned technological change, word processors or automated devices that would affect working conditions. The Employer and the Union will meet to discuss the technological change, the impact such change will have on the affected employees and will discuss means of minimizing the effect of the technological change on the affected employees.
- 21.02 In the event that the Employer should introduce new methods or machines which require new or greater skills than presently possessed the present employees shall be given the opportunity to upgrade themselves through study courses or training. The Employer shall pay the cost of any approved course or training and the wages of the employees attending these courses or training. No employee who continues to work shall receive less pay during or after training than they were receiving prior to the technological change. The training provided for in this Article shall be given during the hours of work whenever possible.



21.03 If as a result of reorganization or introduction of change in the workplace Employees are displaced, the Employer, in collaboration with the Union, will investigate and consider all avenues of funding for retraining and re-employment of those displaced.

## **ARTICLE 22 - TRANSPORTATION ALLOWANCE**

22.01 An employee who is required by the Employer to provide their automobile for transportation while engaged on Employer business, but excluding travel to and from an employee's home, shall be paid automobile allowance of fifty-three cents (\$.53) per kilometre.

22.02 The Employer agrees that if the mileage rate for ONA is increased, the mileage rate for CUPE employees so entitled shall be increased to the same amount.

22.03 When an employee is required to attend a meeting at the start of their work day, the employee will be reimbursed for any additional mileage in excess of mileage incurred to drive to work. In addition an employee who has left the office to attend a meeting will be reimbursed for any additional mileage incurred in excess of mileage incurred from work to home.

22.04 The Employer agrees to provide paid parking to Employees engaged in conducting HCCSS business where a receipt for the expense(s) is provided by the Employee.

Each Employee will record their mileage daily in accordance with the Employer's policy and submit it to the Accounts Payable Department for payment monthly.

## **ARTICLE 23 – LEAVES OF ABSENCE**

### **23.01 Bereavement Leave**

- (a) An employee who notifies the Employer as soon as possible following a death in the immediate family shall be granted time off as follows:
  - (i) Up to five (5) consecutive days off work without loss of their regular pay for their regularly scheduled hours, up to and including the day of the funeral or memorial service, for the death of a parent, step-parent, spouse (including common law spouse), child or step-child. Spouses for the purposes of bereavement will include partners of the same sex.
  - (ii) Up to three (3) consecutive days off work without loss of their regular pay for their regularly scheduled hours, up to and including the day of the funeral or memorial service, for the death of their mother-in-law, father-in-law, grandparent, grandchild, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
  - (iii) One (1) day off work without loss of their regular pay for their regularly scheduled hours for the death of their aunt, uncle, niece or nephew.

For the purposes of the leaves in (i), (ii) and (iii) above, in the event of a delayed interment or ceremony, an Employee may save one of the days identified above to attend the interment or ceremony if there is one and it is delayed.

- (b) Where extensive travel is required or in exceptional circumstances an unpaid leave of absence of up to three (3) days may be granted upon request.
- (c) An employee will, upon request, be granted a paid leave of absence not to exceed one (1) day to serve as a pallbearer at a funeral.

- (d) A bargaining unit member shall be granted one (1) day off with pay in the event of the death of a bargaining unit member.

For clarification a day will be calculated at the employee's current standard daily rate (7 hours, 7.5, 10, 12 etc.) for the day(s) off above.

23.02 Upon application in writing to the Director of Human Resources or designate, the Employer may grant leaves of absence to employees without pay subject to the Employer's operational requirements. Such requests will not be granted to extend an employee's vacation time.

#### 23.03 Leaves of Absence for Union Functions

- (a) The Employer may grant an unpaid leave of absence to an employee elected or appointed by the Union to attend at conventions, conferences or seminars provided all of the following conditions are met:
  - (i) Requests for such leaves of absence shall be made in writing at least two (2) weeks in advance where possible by the employee to the Employer's immediate Supervisor or designate.
  - (ii) Such leave shall not exceed a collective total of sixty (60) working days in any fiscal year.
  - (iii) Such leave shall not interfere with the continuance of efficient operations by the Employer.
- (b) Where such leave has been granted under Article 23.03 (a) above, the Employer will continue to pay such employee their regular wages. The Union will reimburse the Employer upon receipt of a detailed invoice for the paid wages and benefits.
- (c) The Employer may grant a leave of absence without pay and benefits to an employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated. Seniority will accumulate during such leave.
- (d) Members of the Union Executive Committee will be granted a collective total of ten (10) hours per week to perform Union duties without loss of pay, benefits and seniority. This time will be scheduled at least twenty-four (24) hours in advance by the member of the Union Executive Committee and will be scheduled in a minimum of one half (1/2) hour increments. Such time shall not interfere with operational requirements.

#### 23.04 Educational Leave

- (a) A leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the Employer's service if the examination is scheduled during working hours or if it would require time off during working hours for travel time to attend the examination.
- (b) The Employer will endeavour to post notice of training courses they receive that may be of interest to the employees. The posting of such notice does not imply that the Employer endorses, sponsors or will in any way compensate any employee to attend.
- (c) Where employees are required by the Employer or legislation to take courses to upgrade or acquire new employment qualifications or maintain qualifications, the employee shall be reimbursed the cost of all necessary related course material upon successful completion of the required program.

- (d) A leave of absence without pay or benefits to a maximum of one (1) year, with an option to extend for an additional one (1) year, to take further education courses may be granted at the sole discretion of the Employer upon written application by the employee to the Employer. The employee must have completed one (1) year of continuous service and the leave shall be granted on the basis of seniority. The Employer shall return the employee to their former position at the end of the leave unless their position has been eliminated, in which case they shall be dealt with in accordance with the Collective Agreement.  
Seniority will be retained but will not accumulate during this leave.
- (e) When an employee is required by the Employer to undertake any course of instruction or attend any seminar or conference the full cost thereof shall be borne by the Employer, including travel and accommodation expenses where applicable. This does not include costs associated with travel time outside the employee's regular work hours unless approved by the Employer. The Employer agrees to pay the cost of a course for the purpose of improving the employee's qualification in the Employer's service. Any such course shall be approved in advance by the Employer.

#### 23.05 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) If possible, the employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and will include the expected date of return.
- (c) The employee shall reconfirm or otherwise submit their intention to return to work by written notification at least four (4) weeks in advance. The employee shall be reinstated to their former position, unless the position has been discontinued in which case they shall be given a comparable job.
- (d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurance 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 intent to make their contributions, if any.
- (e) Parental leave must begin with fifty-two (52) weeks of the birth of the child or within fifty-two 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) Upon return to work, the employee shall be reinstated to the position and district they held at the time the leave commenced, if it still exists, or to a comparable position if it does not, at the wage level the employee was earning at the time of the leave or would be earning if they had worked through the leave.
- (h) The service requirement for eligibility for SUB payments shall be thirteen (13) weeks.

### Pregnancy and Parental Leave Sub plan top-up:

- Reduce EI waiting period to 1 week
  - Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Standards Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental benefits pursuant to Section 12(3)(b)(i) of the Employment Standards Act.
  - Note the above change in SUB payment would apply to any leave commencing on or after January 1, 2019.
- (i) On confirmation by the Employment Insurance Commission of the appropriateness of the Home and Community Care Support Services Erie St. Clair's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four (84%) percent of the employee's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Home and Community Care Support Services Erie St. Clair of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks. The employee's regular 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. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).
- The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (j) The Employer will continue to pay benefit premiums for employees on pregnancy and/or parental leave in accordance with the *Employment Standards Act, 2000*.
- (k) Where this Article does not provide for a greater right or benefit, the *Employment Standards Act*, as amended, shall prevail.

### 23.06 Jury Duty

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

- (a) Notifies the Employer immediately on the employee's notification that they will be required to attend court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits promptly with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and deposits with the Employer an official receipt where available.

### 23.07 Compassionate Leave

Employees will be granted up to thirty-five (35) hours in each calendar year for the purpose of providing or arranging for care for the employee's spouse, parent(s) or child.

For each hour of leave utilized pursuant to this provision, the employee will utilize an equal amount of time under their accrued paid leave / sick leave, if any, pursuant to the Collective Agreement, or leave of absence without pay if no accrued paid leave is available. Employees accrue seniority and service while on such leave.

The reasons for such leave must be consistent with those set out in Section 50 of the *Employment Standards Act, 2000*. Time taken pursuant to this Article will not be counted as part of the ten (10) days leave provided by Section 50 of the *Act*.

### 23.08 Pre-Paid Leave Plan

The Employer agrees to introduce a prepaid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Director of Human Resources or their designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) Written applications will be reviewed by the Director of Human Resources or their designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. A written approval or denial with explanation will be forwarded to the applicant within four (4) weeks of the application.
- (d) The number of employees that may be absent at any one time shall not exceed two (2) full-time equivalent employees. The year, for purposes of the program, shall be September 1<sup>st</sup> of one year to August 31<sup>st</sup> of the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Employer.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to their until the year of the leave or upon withdrawal from the plan.

- (f) The Employer shall enter into a master trust agreement with a trust company licensed to do business in Canada under the *Trustee Act* of Ontario whereby individual employees taking part in this program may have their deferred wages paid into such trust accounts to be held for the purposes of financing their prepaid leaves. Monies will be invested in instruments as prescribed by the trust agreement such that maturity dates will coincide with the commencement of the prepaid leave. The interest rate to be paid on such deferred wages will be that actually obtained by the investments as directed by the trustee per the trust agreement. The wages placed in trust are fully insured by the trustee or the Canadian Deposit Insurance Corporation up to a maximum of \$60,000 per employee.

The terms of the Master Trust Agreement governing the investment of the funds is subject to the approval of the Local.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All, if any, benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance of benefits for the year of leave and must pay both the Employer and employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (i) Participating employees must continue to contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary hold back) during the four (4) years of salary deferral. During the year of leave, the employee's pension plan will be held in suspense, i.e. no contributions can be made.
- (j) Full-time employees will be eligible to participate in the long-term disability plan during the year of leave.
- (k) During the year of leave, seniority will accumulate. Service for the purpose of vacation, salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (l) An employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months' notice is given to the Director of Human Resources or their designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (m) If the employee's employment is terminated, the deferred salary held by the Employer, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- (n) The Employer will find a temporary replacement for the employee as far in advance as practicable.
- (o) The employee will be reinstated to their former position unless the position has been discontinued, and will be dealt with as set out in this Agreement.

- (p) Final approval for entry into the prepaid leave program will be subject to the Employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Employee's pay. Such agreement will include:
  - (i) A statement that the Employee is entering the prepaid leave program in accordance with Article 23.09(c) of the Collective Agreement; and
  - (ii) The period of salary deferral and the period for which the leave is requested.

#### **ARTICLE 24 - LAY-OFF & RECALL**

24.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. The Employer shall lay off employees in a position in reverse order of seniority at the site location of the layoff provided the employees who remain are qualified to perform the required work. When the Employer meets with the affected laid off employees, there shall be a Union Representative present at the meeting.

24.02 Employees shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union, provided that the senior employee is qualified to perform the required work.

24.03 In the event of a proposed layoff of more than 13 weeks of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than sixty (60) days' written notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected employee(s) if any, no less than sixty (60) days' written notice of lay-off or pay in lieu thereof.

*NOTE: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent lay-off.*

24.04 The Employer shall meet with the Union to review the following:

- (a) the reason causing the lay-off
- (b) the method of implementation including the areas of cut-back and Employees to be laid off.
- (c) identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including but not limited to, identifying work which would otherwise be bargaining work and is currently work contracted out by the Employer which could be performed by bargaining unit employees who are or would be laid off.
- (d) identify the retraining needs of workers and facilitate such training for workers who are, or would be otherwise be, laid off.

24.05 An employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off; or
- (b) displace an employee who has lesser bargaining unit seniority if the employee originally subject to the layoff is qualified for and can perform the duties of the classification without training other than an appropriate familiarization period. In the event an employee bumps or accepts a vacant position, pursuant to this Article, to another classification carrying a lower rate of pay, they shall receive the rate of pay of the lower rated classification.

24.06 In the event of a proposed short term lay-off of less than thirteen (13) weeks duration, the Employer will:

- (a) Provide the Union with no less than thirty (30) calendar days' notice of such layoff, and
- (b) Meet with the Union to review the following:
  - (i) the reason causing the lay-off
  - (ii) the method of implementation including the areas of cut-back and Employees to be laid off.
  - (iii) identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including but not limited to, identifying work which otherwise be bargaining work and is currently work contracted out by the Employer which could be performed by bargaining unit employees who are or would be laid off.
  - (iv) identify the retraining needs of workers and facilitate such training for workers who are, or would be otherwise be, laid off.
- (c) If there is a disaster or emergency situation beyond the Employer's control, the Employer shall make every effort to provide the employees with work, which shall include work outside the bargaining unit. Where no work is available and the Employer sends all employees home, the employees shall be paid for all missed hours of work.

24.07 No new employee is to be hired until those on layoff have been given an opportunity to be recalled provided the employee on layoff is qualified to perform the available work. An employee bumped to and/or recalled to a different position from what they held when laid off, shall be entitled to a twenty (20) working day familiarization period.

#### 24.08 Continuation of Benefits

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums up to two (2) months from the employee's last day worked or three (3) months from the day of the lay-off notice, whichever is earlier. The employee may continue to pay the full premium cost of benefits for up to twelve (12) months with the consent of the benefit carrier. Such payment can be made through the Human Resource Department, provided that the employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate payment schedule.



- 24.09 A vacant position shall mean a position for which the posting process has been completed and no successful applicant has been appointed.
- 24.10 Employees on layoff shall be given preference for temporary vacancies that are expected to exceed ten (10) working days.
- 24.11 An employee who has been offered such temporary employment shall not be required to accept such employment and may instead remain on layoff. Recall procedures shall not apply to temporary vacancies.
- 24.12 An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled.
- 24.13 It is the sole responsibility of the employee who is being recalled to notify the Employer of their intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after receiving such notification. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- 24.14 A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.
- 24.15 If a department is moved to another location/site, the employee shall have the option to go with the department or accept a layoff and follow the rights under this Collective Agreement. Any employee who elects to move to another location/site will not be reimbursed for travel time or mileage expenses.
- 24.16 Full-time employees will not be laid off by reason of their hours of work being divided among two (2) or more part-time employees.

## **ARTICLE 25 - FLEX TIME**

- 25.01 The parties to this Collective Agreement hereby agree to a system of flexible hours of work as set out herein:
- a) A request to work flexible hours outside of the normal hours of work shall be made in writing by the employee to their immediate supervisor, who shall give their reply to the employee in writing within a reasonable period of time. Flex time requests may be for an ad hoc adjustment of an employee's schedule or for a long term flex arrangement. Ad hoc requests are those lasting one week or less in duration, all other requests are considered long term. The request for flexible hours shall not be unreasonably denied.
  - b) It is understood that the core hours are 8:30 am. to 4:30 p.m. Employees in any department/area/unit/team/district shall be permitted to work flexible hours depending on the operational needs of the organization, with the exception of employees working in the clinics, who cannot flex under any circumstances. Where the operational needs require that an agreement to work flexible hours must be terminated, the Employer shall provide forty-five (45) days' notice to the employee.
  - c) Should unexpected circumstances arise where an employee is required to work additional hours to provide core hour coverage, the employee and the Manager shall determine a mutually agreeable time within the next two pay periods to take the flex time.

- d) It is understood that the following flex times are permitted:
  - (i) Commencing a tour ½ hour prior to the employees scheduled start time, but no earlier than 8:00a.m.;
  - (ii) Commencing a tour no later than ½ hour following the employee's start time; and
  - (iii) No meal break shorter than half an hour for ad hoc flex requests and no shorter than one hour for long term flex arrangements.
- e) Employees are not permitted to take their lunch times at the end of the day, except in special circumstances and with prior approval from their Supervisor.

## **ARTICLE 26 - RETURN TO WORK/ACCOMMODATION**

- 26.01 The Employer and Union agree to support the principle of prompt rehabilitation and return to work of an employee who sustains an injury either arising out of and in the course of employment or outside the workplace that has resulted in restrictions or limitations for the affected employee. In these situations, the following Return to Work Program will apply:
- (a) The employee's treating physician shall provide the employee's immediate Supervisor with a note outlining the employee's abilities and restrictions, and if possible, the expected duration of the restrictions and an estimate as to when the employee's return to their pre-injury position can be expected.
  - (b) Every effort will be made to modify the employee's pre-injury position to accommodate their restrictions. This includes adjusting the duties and responsibilities and/or hours of work.
  - (c) Where the employee's pre-injury position cannot be modified, other available positions within the bargaining unit will be considered first and if there are no positions, other positions within the organization will be considered provided the employee has the required skill, ability and qualifications to perform the duties and responsibilities required of the position.
  - (d) The Union and the Employer shall work together in the return to work process. A Union Representative will be in attendance at all meetings scheduled with the affected employee with respect to their return to work.
- 26.02 The parties agree to respect confidentiality of information and documentation provided for their consideration, including documentation obtained through the employee's treating physician, insurance carrier, vocational rehabilitation services, adjudication services and the Workplace Safety and Insurance Board.
- 26.03 The Employer and Union agree to work together to identify alternate work for employees who need accommodation when returning to work from WSIB-related absences. If necessary, a committee comprised of equal participants from the Employer and Union shall be convened to address such accommodation.

## **ARTICLE 27 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 28 – PAYMENT OF WAGES AND ALLOWANCES**

### 28.01 Payment of Wages

The Employer shall pay salaries and wages in accordance with Schedule “A”, bi-weekly by deposit into a bank account as designated by each employee. Each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

28.02 An employee who is required to remain available for duty on standby outside their regularly scheduled working hours shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour, for the period of standby scheduled by the Employer. Standby pay, however, shall cease when an employee is called in to work and works during the period of standby.

28.03 Where an employee is called back from standby they will receive one and a half (1½) times their regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours pay at their regular straight time hourly rate.

### 28.04 (i) Shift Premium

Any employee who works a shift that extends beyond 1630 hours (Monday to Friday) will receive an evening premium of one dollar and fifty-five cents (\$1.55) per hour for each hour worked after 1630 hours. In the event the shift extends beyond 2000 hours (Monday to Friday), the premium will increase to one dollar and ninety cents (\$1.90) for each hour worked beyond 2000 hours.

### (ii) Weekend Premium

Any employee who works a shift during the weekend hours will receive a weekend premium of two dollars and fifteen cents (\$2.15) per hour for each hour worked between 2359 Friday and 2359 Sunday.

### (iii) Parking

- a) Parking expenses incurred while on HCCSS 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 the term of this collective agreement. If the landlord has in place and/or implements parking charges, the Employer will pay/assume all charges to this effect.

28.05 When a member of the Union is required by the Employer to attend a meeting on their non-scheduled work day, the Employer agrees to pay a minimum of three (3) hours' pay at their regular rate as compensation to the employee.

28.06 When an employee is appointed or requested temporarily to perform work of a character for which a lower classification is provided, they shall continue to be paid the established rate for their regular classification.

28.07 Promotion to a Higher Classification

When an employee is promoted to a higher classification, they shall receive the rate immediately above their current rate in the higher classification, but in any event, an employee shall not suffer any reduction in pay. They will maintain their existing anniversary date for the purpose of the terms of this Agreement for purposes of wage progression.

28.08 It is agreed that the said salaries and wages shall be paid every two weeks.

28.09 The Employer agrees to grant equal pay to all bargaining unit employees for equal work regardless of the sex of the employee concerned.

28.10 In the event that an employee is required to work outside of the Counties of Essex, Kent or Lambton or where overnight accommodations or consecutive days of training are required, they will be paid:

Ten dollars (\$10.00) for breakfast  
Fifteen dollars (\$15.00) for lunch  
Twenty dollars (\$20.00) for dinner.

28.11 Retroactivity

Unless specifically indicated herein, all changes to the Collective Agreement or new clauses shall be effective the date of ratification unless benefit changes require additional time for implementation, and except salaries which will be effective as per the dates set out.

28.12 Wages

All wage increases shall be retroactive to the dates set out in Schedule "A" and retroactivity shall be paid on all hours paid to each employee.

Retroactivity shall be paid on the 2<sup>nd</sup> pay period after ratification on a separate cheque from regular earnings.

Any error of more than four (4) hours on an employee's pay will be corrected within two (2) business days. Any error of less than four (4) hours will be adjusted on the next pay.

28.13 Experience Pay

An employee hired by the Employer from another HCCSS may claim, at the time of hiring, consideration for such experience. Any such claim shall be accompanied by verification of said experience.

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

Employees with said experience shall receive one (1) increment for each year of comparable experience accumulated within the last five (5) years provided the employee worked with another HCCSS within the last three (3) years and that said experience was for at least six (6) months duration.

*NOTE: 1. The last five (5) years will be considered for establishing initial salary.  
2. On appointment, the initial salary shall not exceed the third level.*

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

## **ARTICLE 29 – GENERAL CONDITIONS**

29.01 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

### **29.02 Job Classification and Reclassification**

When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date the position was filled. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The Employer agrees to draw up job descriptions for all classifications within the bargaining unit. Copies of these job descriptions shall be provided to the Union and employees.

29.03 If, as a result of a compensable illness or injury covered by W.S.I.B., an employee is unable to carry out the regular functions of their position, the Employer may, subject to its operational requirements, establish a special classification in order to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification will be made available or continued.

29.04 Revised or new job descriptions will be submitted to the Evaluation Committee composed of not more than three (3) representatives from the Union and not more than three (3) representatives from the Employer for review and evaluation and ensure that maintenance is maintained.

## **ARTICLE 30 – INCLEMENT WEATHER**

30.01 If the office is closed by the Employer due to weather conditions preventing the Employee from reporting to the office or causing the employee to leave the office early, then the employee shall not suffer a loss of pay for the time lost.

30.02 Where weather conditions are such that an Employee is unable to report to the office, the absence may be charged to vacation or lieu time or may be taken as an unpaid leave of absence.

## **ARTICLE 31 – COPIES OF AGREEMENT**

31.01 A copy of this Agreement will be on the Employer's intranet. Employees will be permitted to print copies.

## **ARTICLE 32 – TERM OF AGREEMENT**

32.01 This Agreement shall be binding and remain in effect from **April 1, 2024 to March 31, 2025** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires to revise or amend the Collective Agreement.

32.02 Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.

32.03 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike occurs, whichever occurs first.

Dated this 28 day of August, 2024.

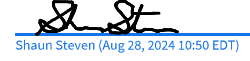
For the Employer:



Sarah Vertlieb  
Sarah Vertlieb (Aug 28, 2024 10:46 EDT)

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

For the Union:



Melinda Sciacca  
Melinda Sciacca (Aug 28, 2024 11:14 EDT)

Sandra Lascelle  
Sandra Lascelle (Aug 28, 2024 14:27 EDT)

Carla Sayers  
Carla Sayers (Aug 28, 2024 15:18 EDT)

Jennifer Dulisch  
Jennifer Dulisch (Aug 28, 2024 15:55 EDT)

Carrie Withers

SCHEDULE A- PAYMENT OF WAGES

<b>CUPE Wage Reopener Calculations</b>					
April 1, 2024 - 3% increase					
		1-Apr-2021	1-Apr-2022	1-Apr-2023	1-Apr-2024
		2%	3%	3%	3%
<b>PAY BAND 1</b>					
Patient Services Assistant Administrative Assistant Scheduler Receptionist	Level 1	\$22.71	\$23.39	\$24.09	\$24.82
	Level 2	\$23.48	\$24.18	\$24.91	\$25.66
	Level 3	\$24.26	\$24.99	\$25.74	\$26.51
	Level 4	\$25.02	\$25.77	\$26.54	\$27.34
	Level 5	\$25.86	\$26.64	\$27.43	\$28.26
<b>PAY BAND 2</b>					
Finance Central Intake Assistant	Level 1	\$23.28	\$23.98	\$24.70	\$25.44
	Level 2	\$24.08	\$24.80	\$25.55	\$26.31
	Level 3	\$24.86	\$25.61	\$26.37	\$27.17
	Level 4	\$25.64	\$26.41	\$27.20	\$28.02
	Level 5	\$26.49	\$27.28	\$28.10	\$28.95
<b>PAY BAND 3</b>					
IT Support Coder	Level 1	\$24.30	\$25.03	\$25.78	\$26.55
	Level 2	\$25.13	\$25.88	\$26.66	\$27.46
	Level 3	\$25.95	\$26.73	\$27.53	\$28.36
	Level 4	\$26.76	\$27.56	\$28.39	\$29.24
	Level 5	\$27.65	\$28.48	\$29.33	\$30.21
<b>PAY BAND 4</b>					
Compliance Officer Health Information Specialist Project Coordinator Contracts Coordinator <b>*Rehabilitation Assistant eRehab Program (*NOTE: full wage progression is completed at Level 6 for this job classification)</b>	Level 1	\$26.89	\$27.70	\$28.53	\$29.38
	Level 2	\$27.69	\$28.52	\$29.38	\$30.26
	Level 3	\$28.49	\$29.34	\$30.23	\$31.13
	Level 4	\$29.28	\$30.16	\$31.06	\$32.00
	Level 5	\$30.08	\$30.98	\$31.91	\$32.87
	Level 6	\$30.88	\$31.81	\$32.76	\$33.74
	Level 7	\$31.67	\$32.62	\$33.60	\$34.61
	Level 8	\$32.48	\$33.45	\$34.46	\$35.49
	Level 9	\$33.27	\$34.27	\$35.30	\$36.36
	Level 10	\$34.07	\$35.09	\$36.14	\$37.23

<b>PAY BAND 5</b>					
Decision Support Analyst Performance Analyst Information Systems Specialist Systems Administrator Security Systems Administrator VOIP Programmer French Languages Services Lead Quality Improvement Lead Epidemiologist Business Intelligence/Support Specialist Primary Care Change Management Specialist Financial Analyst	Level 1	\$34.30	\$35.33	\$36.39	\$37.48
	Level 2	\$35.07	\$36.12	\$37.21	\$38.32
	Level 3	\$35.83	\$36.90	\$38.01	\$39.15
	Level 4	\$36.59	\$37.69	\$38.82	\$39.98
	Level 5	\$37.36	\$38.48	\$39.64	\$40.82
	Level 6	\$38.13	\$39.27	\$40.45	\$41.67
	Level 7	\$38.87	\$40.04	\$41.24	\$42.47
	Level 8	\$39.64	\$40.83	\$42.05	\$43.32
	Level 9	\$40.40	\$41.61	\$42.86	\$44.15
	Level 10	\$41.16	\$42.39	\$43.67	\$44.98
<b>PAY BAND 6</b>					
Project Manager Manager, Capital Planning Strategy Implementation & Health Systems Planner Change Manager	Level 1	\$39.39	\$40.57	\$41.79	\$43.04
	Level 2	\$40.48	\$41.69	\$42.95	\$44.23
	Level 3	\$41.57	\$42.82	\$44.10	\$45.42
	Level 4	\$42.66	\$43.94	\$45.26	\$46.62
	Level 5	\$43.75	\$45.06	\$46.41	\$47.81
	Level 6	\$44.84	\$46.19	\$47.57	\$49.00
	Level 7	\$45.92	\$47.30	\$48.72	\$50.18
	Level 8	\$47.01	\$48.42	\$49.87	\$51.37
	Level 9	\$48.10	\$49.54	\$51.03	\$52.56
	Level 10	\$49.20	\$50.68	\$52.20	\$53.76





**SCHEDULE "B"  
ACKNOWLEDGEMENT AND AUTHORIZATION  
VACATION DAYS PRIOR ENTITLEMENT**

<b>To:</b>	<input checked="" type="checkbox"/> Director of Human Resources, Field Services	<input checked="" type="checkbox"/> Scheduler(s)	<input checked="" type="checkbox"/> Payroll	<input checked="" type="checkbox"/> Supervisor
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<b>Name of the employee</b>		
<b>Seniority</b>		
<b>Annual Employee Vacation Entitlement – art. 14.11 (a)</b>	<b>X days</b>	
<b># of days requested prior the entitlement</b>	<b>X days</b>	
<b>Days are to be taken on</b>	<b>Day #1</b>	
	<b>Day #2</b>	
	<b>Day #3</b>	
	<b>Day #4</b>	
	<b>Day #5</b>	
		mm/dd/20xx

I hereby acknowledge that I am receiving vacation days prior to my entitlement under the Collective Agreement. These days of vacation are to be charged against my vacation credits as I become entitled to such credits in accordance with Article 14.11 (a) of the Collective Agreement.

In the event that I do not become entitled to sufficient vacation credits to cover my vacation days taken, I hereby authorize, in accordance with the *Employment Standards Act, 2000* and regulations thereto, specifically section 13 and amendments thereto, the Employer to set off against monies owed to me, for wages or otherwise, all vacation credits taken in excess of my entitlement.

<b>Date (mm/dd/20xx)</b>	⊖	/ / 20
<b>Employee's Signature</b>	⊖	
<b>ESC LHIN – Payroll Representative's Signature</b>	⊖	

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## **LETTER OF UNDERSTANDING**

B E T W E E N :

**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the "Employer")

A N D :

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the "Union")

### **RE: WORKLOAD REVIEW PROCESS**

Where an employee covered by this Agreement has cause to believe that they are being asked to perform more work than is consistent with proper care, they must first give their immediate Supervisor or Designate an opportunity to resolve the issue by reassessing the needs of the team to determine whether realignment of work assignments is required. If the employee is dissatisfied with the resolution, they may:

- (a)
  - i) Complete a Workload Review Plan and submit same to their Supervisor within forty-eight (48) hours, with a copy forwarded to the Union.
  - ii) The Supervisor will contact the employee within three (3) working days to schedule a meeting to discuss the Workload Review Plan.
  - iii) Following the meeting, the Supervisor will complete the Workload Review Plan to advise of the proposed action, if any, and forward a copy of the completed form to the Bargaining Unit President and Director of Human Resources.
  - iv) If the matter is not satisfactorily resolved, the employee may contact the Director of Human Resources or their designate to schedule a meeting to discuss.
  - v) Failing successful resolution, the matter may be brought forward to the Labour-Management Committee for resolution.

(b) Workload Review Form

Any issue lodged under this provision shall be on the form set out in Appendix "A" of this Collective Agreement.

Dated this 28th day of August, 2024.

For the Employer:



Sarah Vertlieb

Sarah Vertlieb (Aug 28, 2024 10:46 EDT)

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For the Union:



Shaun Steven

Shaun Steven (Aug 28, 2024 10:50 EDT)

Melinda Sciacca

Melinda Sciacca (Aug 28, 2024 11:14 EDT)

Sandra Lascelle

Sandra Lascelle (Aug 28, 2024 14:27 EDT)

Carla Sayers

Carla Sayers (Aug 28, 2024 15:18 EDT)

Jennifer Dulisch

Jennifer Dulisch (Aug 28, 2024 15:55 EDT)

*Carrie Withers*

**APPENDIX "A"  
WORKLOAD REVIEW PLAN**

\*Initial conversation with Manager is required

<b>Site / Location</b>	<input type="checkbox"/> WE	<input type="checkbox"/> SL	<input type="checkbox"/> CK – Richmond Site	<input type="checkbox"/> CK - Clinic	<input type="checkbox"/> CK Riverview Site
<b>Name of the employee</b>				<b>Classification</b>	
<b>Name of the Supervisor</b>				<b>Department / Unit</b>	
<b>Form submitted to</b>				<b>Date submitted</b>	
				<b>Time</b>	



<b># of staff scheduled to be on duty</b>		(classification)	
<b>Actual # of staff on duty</b>		(classification)	
<b>Shift</b>			
<b>Type of work being performed</b>			
<b>Circumstance(s) leading to WRP</b>			
<b>Nature of the workload to be reviewed (provide details)</b>			
<b>Risk(s) identified by the employee</b>	1.		
	2.		
	3.		
<b>Remedy (ies) requested by the employee</b>	1.		
	2.		
	3.		
<b>Supervisor's Response (incl. proposed course of action, if any)</b>	<input type="checkbox"/>	Workload Review Plan denied (Explanation to be provided by the Manager)	
	<input type="checkbox"/>	In compliance with all applicable legislation	
	<input type="checkbox"/>	In compliance with the collective agreement	
	<input type="checkbox"/>	Health & Safety of the employee (incl. H&S of others) is not at risk	
	<input type="checkbox"/>	No potential risk has been identified during the assessment process	
	<input type="checkbox"/>	Related to absenteeism	
		<b>Follow up – Proposed course of action</b> U (proposed date)	
	1.		
	2.		
	3.		

**LETTER OF UNDERSTANDING**

BETWEEN :

**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the "Employer")

AND :


**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the "Union")

**RE: JOINT JOB EVALUATION COMMITTEE**


The parties agree to meet and review the Joint Job Evaluation Plan and Maintenance Plan with the understanding that a complete evaluation of all CUPE positions will occur within six (6) months of the date of ratification.

Dated this 28th day of August, 2024.

For the Employer:

\_\_\_\_\_  
  
\_\_\_\_\_  
Sarah Vertlieb  
Sarah Vertlieb (Aug 28, 2024 10:46 EDT)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

\_\_\_\_\_  
  
Shaun Steven (Aug 28, 2024 10:50 EDT)  
Melinda Sciacca  
Melinda Sciacca (Aug 28, 2024 11:14 EDT)  
\_\_\_\_\_  
Sandra Lascelle  
Sandra Lascelle (Aug 28, 2024 14:27 EDT)  
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Carla Sayers  
Carla Sayers (Aug 28, 2024 15:18 EDT)  
\_\_\_\_\_  
Jennifer Dulisch  
Jennifer Dulisch (Aug 28, 2024 15:55 EDT)  
\_\_\_\_\_  
*Carrie Withers*

## LETTER OF UNDERSTANDING

B E T W E E N :

**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the "Employer")

A N D :

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the "Union")

### RE: Full Time Weekend Work ICR Patient Services Assistant Windsor Site

The Weekend Float Patient Services Assistant will work an average of twenty-nine and one half (29.5) hours and will be paid for thirty-five (35) hours per week at their regular straight time hourly rate. This position works one regular seven (7) hour shift on a Monday or Friday plus two twelve (12) hour shifts on Saturday and Sunday. The twelve (12) hour shifts shall be inclusive of one forty-five (45) minute unpaid lunch break and one forty-five (45) minute paid dinner break, as well as two fifteen (15) minute paid breaks to be taken in accordance with the collective agreement. A Weekend Float Patient Services Assistant will work every weekend except as provided for in the provisions below.

The provisions of the Collective Agreement will apply to these positions except as expressly amended below:

- a) Shift premiums shall not be paid.
- b) Vacation Bank

Paid vacation entitlement is determined by Article 14.11 based on the following equivalents:

- (a) 0-3 years' service- 105 hours;
- (b) 3-8 years' service- 140 hours;
- (c) 8-14 years' service-161 hours;
- (d) 14-19 years' service- 175 hours;
- (e) 19 years' plus- 210 hours

Drawing from the vacation bank will occur at an accelerated rate of 1.187 paid hours for every hour taken as vacation (i.e. 11.25 hours worked equals 13.35 hours vacation paid; 7 hours worked equals 8.30 hours paid).

If the Employer determines that it must fill a vacant shift for a full time Weekend Float Patient Services Assistant position for any reason, the shifts will be offered in accordance to 11.04.

Weekend Float PSA's will be subject to the same vacation quota rules as weekday Float Patient Services Assistants

(c) Paid Holiday Bank

- i) The paid holiday provisions of Article 13 will apply except to the extent that the payment for holiday lieu days will be 11.25 hours worked equals 13.35 hours paid lieu time; 7 hours worked equals 8.30 hours paid lieu time.
- ii) When a paid holiday outlined in Article 13 falls on a Saturday or Sunday the employee working the weekend position will be paid one and one-half times ( 1 ½ x) per regular straight time hourly rate of pay for all hours worked on the paid holiday. In addition, they will receive a lieu day off at their regular rate of pay as per i) above. The earned lieu day shall be scheduled within the same pay period.

(d) Sick Leave

Article 16 will apply. Drawing from the sick leave bank will occur at an accelerated rate of 1.187 paid hours for every hour taken as sick time (i.e. 11.25 hours worked equals 13.35 hours sick paid; 7 hours worked equals 8.30 hours paid).

(e) Leave of Absence

Article 23 applies for both paid and unpaid leaves. For the purpose of an unpaid 11.25 hour shift, the deduction from pay shall equate to 13.35 hours. For the purposes of an unpaid 7 hour shift, the deduction from pay shall equate to 8.30 hours.

(f) Overtime

Overtime will begin to accrue after fifty-nine (59) hours worked in a two (2) week period.

Overtime will apply if the Weekend Float Patient Services Assistant works in excess of the normal daily hours as outlined in (g) iii below. Payment of overtime is as in Article 12.01.

(g) Scheduling Provisions

- i) The hours of work, scheduling and premium provisions in Article 11.05 do not apply to Weekend Float Patient Services Assistants who accept positions under this Letter of Understanding.
- ii) The hours of work for the Weekend Float Patient Services Assistant positions will be 8:00a.m. to 8:00p.m. on Saturday and Sunday.
- iii) The hours of work for the Monday and Friday shifts will be scheduled according to the needs of the organization and in accordance with Article 11.05.

(h) Christmas Period

The local provisions relating to scheduling during this period will apply, except as modified to confirm that the Weekend Float Patient Services Assistants will continue to work weekends during this period.

(i) Flex Time

Article 25 does not apply to this position.


- (j) Familiarization Period  
Article 9.05 shall apply

This weekend schedule may be discontinued by either party with ninety (90) days written notice and only after a meeting has been held to attempt to resolve any identified issues. Where it is decided to discontinue a Weekend Float Patient Services Assistant position, Article 24 will apply.


This letter be reviewed regularly to resolve any issues and discuss any necessary changes. Any changes to the language of the Letter must be agreed to by the Employer and the Union. Only employees who will be directly impacted will vote on such changes. A successful vote will be 66 2/3 majority.

Dated this 28th day of August, 2024.

For the Employer:

  
\_\_\_\_\_  
Sarah Vertlieb  
Sarah Vertlieb (Aug 28, 2024 10:46 EDT)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union:

  
\_\_\_\_\_  
Shaun Steven (Aug 28, 2024 10:50 EDT)  
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Jennifer Dulisch (Aug 28, 2024 15:55 EDT)  
\_\_\_\_\_  
*Carrie Withers*



## LETTER OF UNDERSTANDING

B E T W E E N :

**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the "Employer")

A N D :

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the "Union")

### **RE: Support Service to the HCCSS ESC Community Clinic**

The Employer will provide all operational needs, including support staff (CUPE) for the HCCSS operated Nursing and Wound clinics and the service provider will provide only the clinical care to HCCSS ESC patients. All functions required to operate an effective and efficient clinic will be the responsibility of the HCCSS ESC provided it is cost effective to maintain this arrangement.

The clinic hours will range from 8:00a.m.-8:00p.m. 7 days/week, including statutory holidays; however, the actual clinic hours will vary based on capacity and volume in each.

The roles and responsibilities of the Patient Services Assistant (PSA) working at the clinic will be a combination of Care Coordination Services, Supply and Support Services, Information and Community Resource Services, and Community Support Services. In addition to the duties already included in these roles, the PSA working in the clinic will also be responsible for the following functions:

- Minor janitorial requirements; disinfecting a clinic room after every patient visit;
- Minor clean-up of the restrooms during clinic hours should they require it;
- Emergency clean up if necessary (should a patient become ill or have an accident);
- Tidying the waiting area;
- Scheduling patients to attend the clinic; follow up appointments;
- Follow up with SP nurse(s) where necessary;
- Ensuring walk ways are clear of snow and debris and salt covered if necessary, when the landlord is not available, to ensure the safety of patients, visitors and staff.

All provisions of the Collective Agreement will apply to these positions except as expressly amended below:

1. Occupational Health and Safety

Any CUPE member who is assigned to work in the clinic will be required to adhere to all health & safety measures. Such measures include, but not limited to, Mask Fit Testing, vaccinations (TB, Flu, etc.), and any requirements to wear appropriate personal protective equipment in accordance with HCCSS ESC policies.

2. Dress Code

Any CUPE member scheduled to work in the clinic will be required to wear appropriate foot wear; open toe shoes will not be permitted. They will also be required to dress in casual, professional attire with a lab coat or scrubs.

3. Seniority

No full-time employee shall lose seniority by virtue of working in the clinic. Full-time equivalency for seniority purposes is as outlined in the attached schedule.

#### 4. Hours of Work

- The operational hours of the clinics may vary between sites; each clinic will have a schedule of operating hours outlining the weekly working hours of the PSA. Clinic schedules will be directed by the Scheduling Coordinators.
- The PSA working in the clinic will be responsible for all-reception related duties for that site. The clinic will also function as a medical supply depot, responsible for pick-up, delivery, and return of supplies.
- Part-time floats will be used to fill shifts when necessary, which shifts shall be no less than four (4) hours.
- If the hours of the clinic require adjustment related to volume or there is a demand for longer hours such that the clinic is required to be open outside of the hours noted above, the Employer will notify CUPE and provide 60 days' notice to the affected employees of the change in operating hours. The affected employees will have the option of working the new hours or accepting a layoff and exercising their rights under Article 24 of the Collective Agreement.
- There may be occasions when only one PSA is scheduled. In these situations, the PSA's break may be interrupted to attend to the operational requirements of the clinic. If this occurs, the PSA is expected to take the remaining portion of their break when feasible during that shift.
- During the lunch period on weekends and statutory holidays or if the clinic is located off site:
  - Patients will not be scheduled during the PSA lunch/dinner break when one PSA is scheduled to work the clinic and back up is not available;
  - The PSA will receive a paid lunch to attend to the operational requirements of the clinic;
  - The PSA will not be permitted to leave the building during their meal break; and
  - The lunch period will be for one hour to be taken when operational needs permit.
- Article 11.05 of the Collective Agreement does not apply to the Weekend Clinic Float PSA position. The Weekend Clinic Float PSA will work an average of thirty-one (31) hours and will be paid for the equivalent of thirty five (35) hours per week at the regular straight time hourly rate. This position works one seven (7) hour shift every Friday, which includes a one (1) hour unpaid lunch and two (15) fifteen minute paid breaks plus two twelve (12) hour shifts each Saturday and Sunday. The twelve (12) hour shifts shall be inclusive of one forty-five (45) minute paid lunch break and one forty-five (45) minute paid dinner break, as well as two fifteen (15) minute paid breaks.

#### 5. Scheduling

All full time and part time floats will be required to cover shifts in the clinic as part of their duties. Vacation coverage will be offered in a block of time to ensure consistency and floats will follow the designated schedule. There may be exceptional circumstances when the SP schedules a visit with a patient outside the normal clinic hours and PSA support is not required, i.e. if a patient calls for an extra visit in the night due to an emergency or after clinic hours due to uncontrollable circumstances. In these situations, a PSA will not be scheduled.

#### 6. Overtime

Regardless of whether the SP Nurse is remaining in the clinic beyond the PSA's scheduled shift or is required to attend the clinic outside of the PSA's clinic hours for a particular day, the PSA shall only receive overtime where such overtime is authorized in accordance with Article 12 of the Collective Agreement.

When a PSA is scheduled for a shift in excess of seven (7) hours, they will not be paid for overtime unless they work in excess of seventy (70) hours in a bi-weekly pay period. This includes Full time Floats and Part Time Floats to cover clinic shifts.

For Weekend Clinic PSAs, overtime will begin to accrue after sixty two (62) hours worked in a bi-weekly pay period.

7. Shift Premium

The PSA working at the clinic will receive a shift premium as per Article 28.04

8. Sick Leave

Sick leave will be drawn from the clinic PSA's shift bank at a rate of one hour for each hour the employee is absent from work.

9. Paid Holidays

For the Weekend Clinic Float PSA position:

- i) The paid holiday provisions of Article 13 will apply except to the extent that payment for holiday lieu days will be 12 hours if the holiday falls on a Saturday or Sunday and 7 hours if the holiday falls on a Friday.
- ii) When a paid holiday outlined in Article 13 falls on a Saturday or Sunday the employee working the weekend position will be paid one and one-half times (1 ½ x) their regular straight time hourly rate of pay for all hours worked on the paid holiday. In addition, they will receive a lieu day off at their regular rate of pay as per i) above. This earned lieu day shall be scheduled within the same pay period.

10. Vacation Bank

Paid vacation entitlement is as outlined in the Vacation Chart attached.

For the Weekend Clinic Float PSA, if a vacation day is scheduled on a Friday they would use 7 hours and if is scheduled on a Saturday or Sunday, they would use 12 hours.

Vacation requests must be submitted two (2) weeks prior to the 6-week posted schedule. Any vacation requested after the 6-week schedule has been posted will require the Clinic PSA to arrange for their own plan of coverage utilizing other PSAs who possess the skills and abilities by seniority to perform the job and the arrangement of such job coverage will not result in overtime pay. Such plans will be agreed upon by both parties and submitted to the Scheduling Coordinator.

11. Job Security

As stated in the primer, the provision of operational services by the HCCSS ESC to clinics is feasible only if cost effective. Therefore, the provisions in Article 20.01 of the Collective Agreement do not apply at all to the clinics or any positions in the clinics. To be clear, the Employer reserves the right to contract the work regarding the operation of the clinics back to the service provider at its sole discretion. The provisions of Article 20.02 also do not apply to the clinic positions. While it is expected that the PSAs in these roles will provide all support required to ensure the efficient and effective operation of the clinics, there may be instances in which the service provider will assist or perform in this role. The expectation is that the HCCSS ESC and service provider will work in harmony to ensure the best patient care is provided.

12. Process for Temporary Interruptions of Clinic Services

In the event the clinic is closed due to inclement weather:

- The PSA working in the clinic/ICRS PSA, or PSM on call will notify the service provider to cancel shifts
- The PSA working in the clinic/ICRS PSA, or PSM on call will call all patients to cancel the visits and patient appointments;
- If the PSA working in the clinic is able to call the patient, they are expected to reschedule the visit/appointment. If the PSA working in the clinic is absent, the ICRS PSA or PSM will inform the patient that HCCSS ESC will be in touch the next day to reschedule the visit/appointment;
- Management may increase SP nursing shifts and the CUPE PSA shifts to meet demand following a closure (the added support would fall in regular 8-8pm hours);

With ninety (90) days' written notice, CUPE may withdraw from their role in the clinic after a meeting has been held with the Employer to attempt to resolve any identified issues. The Employer may discontinue the CUPE role in the clinic with ninety (90) days' written notice as well. If this occurs, the Employer reserves the right to contract the work back to the service provider.

### **HCCSS ESC Chatham Nursing Clinic**

#### **Clinic Hours**

Hours of Operation:

- 8am-6pm Monday-Friday
- 8am-4pm Saturday and Sunday
- 8am-4pm Statutory Holidays unless otherwise stated

Patient Services Assistant Schedules

- Two (2) Full-Time PSAs will rotate shifts over a two week pay period
- Full-time PSA will work 66hours/pay period or 1716 hours/year
- Meal breaks are paid; patients will not be scheduled during the meal break
- Patients will not be scheduled during the meal break on weekends and statutory holidays. PSA's are expected to remain in the building during their meal break on weekends and statutory holidays

### **HCCSS ESC Sarnia Nursing Clinic**

#### **Clinic Hours**

Hours of Operation:

- 8am-6pm Monday-Friday
- 8am-4pm Saturday and Sunday
- 8am-4pm Statutory Holidays unless otherwise stated

Patient Services Assistant Schedules

- Two (2) Full-time PSA's will rotate shifts over a two week pay period.
  - Full time PSA will work 66 hours/pay period or 1716 hours /year
  - Meal breaks are paid.
- One (1) Full-Time PSA (8 am to 4 pm) Monday to Friday 35 hours per pay period, with an unpaid meal break.
- Patients will not be scheduled during the meal break on weekends and statutory holidays. PSAs are expected to remain in the building during their meal break on weekends and statutory holidays.

### **HCCSS ESC Windsor Nursing Clinic**

#### **Clinic Hours**

Hours of Operation:

- 8am-8pm Monday-Friday
- 8am-8pm Saturday and Sunday
- 8am-4pm Statutory Holidays unless otherwise stated

Patient Services Assistant Schedules

- Four (4) Full-Time PSA positions: (2) 8-4, (2) 12-8 to cover the weekday hours of the clinic
- One (1) full-time Weekend PSA(8am-8pm) Saturday and Sunday with a float shift (7 hours) to be worked each Friday
- One (1) Part-Time Float scheduled (10am-6pm) Saturday and Sunday
- Meal breaks are unpaid, coverage will be provided during regular business hours. Float PSAs will be called for coverage during absences whenever possible.
- Patients will not be scheduled during the meal break on weekends and statutory holidays. PSAs are expected to remain in the building during their meal break on weekends and statutory holidays.

This Letter will be reviewed regularly to resolve any issues and discuss any necessary changes. Any changes to the language of the Letter must be agreed to by the Employer and the Union. Only employees who will be directly impacted will vote on such changes. A successful vote will be 66 2/3 majority.

Dated this 28th day of August, 2024.

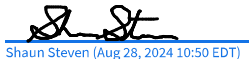
For the Employer:



Sarah Vertlieb  
Sarah Vertlieb (Aug 28, 2024 10:46 EDT)

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

For the Union:



Shaun Steven (Aug 28, 2024 10:50 EDT)

Melinda Sciacca  
Melinda Sciacca (Aug 28, 2024 11:14 EDT)

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Carla Sayers  
Carla Sayers (Aug 28, 2024 15:18 EDT)

Jennifer Dulisch  
Jennifer Dulisch (Aug 28, 2024 15:55 EDT)

Carrie Withers

**LETTER OF UNDERSTANDING**

BETWEEN:

**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the "Union")

**LETTER OF UNDERSTANDING – RE: TRAINING**

The Employer and the Union agree that there needs to be a complete and appropriate training program for new employees.

Dated this 28th day of August, 2024.

For the Employer:



Sarah Vertlieb

Sarah Vertlieb (Aug 28, 2024 10:46 EDT)

For the Union:



Shaun Steven (Aug 28, 2024 10:50 EDT)



Melinda Sciacca (Aug 28, 2024 11:14 EDT)



Sandra Lascelle (Aug 28, 2024 14:27 EDT)



Carla Sayers (Aug 28, 2024 15:18 EDT)



Jennifer Dulisch (Aug 28, 2024 15:55 EDT)

*Carrie Withers*

**LETTER OF UNDERSTANDING**

B E T W E E N :

**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the “Employer”)

A N D :

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the “Union”)

**LETTER OF UNDERSTANDING – RE: VIRTUAL ASSIGNMENTS**

The parties agree that the Employer may designate which teams are virtual cross-site and may assign virtual cross-site work across sites in support of the efficient operation of the employer’s business. The MOS dated May 5<sup>th</sup>, 2015 will no longer apply.

No employees will have their home site changed as a result of their position being designated as part of a virtual cross-site team, unless agreed otherwise by the Employer and the Union. The home site for new employees into the position will be clearly articulated by the Employer prior to the employee accepting the position. It is understood that in situations where the Employer requires an employee to travel to a location that is not their home site, Article 22 (Transportation Allowance) will apply.

Dated this 28th day of August, 2024.

For the Employer:



Sarah Vertlieb

Sarah Vertlieb (Aug 28, 2024 10:46 EDT)

For the Union:



Shaun Steven (Aug 28, 2024 10:50 EDT)

Melinda Sciacca

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*Carrie Withers*

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**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the "Employer")

A N D :

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the "Union")

**LETTER OF UNDERSTANDING – RE: Shift Premiums for Full-time Clinic Patient Services Assistant's Working 66 Hours per Pay Period**

The parties agree to the following:

1. The Weekend Clinic Patient Services Assistant that works 66 hours in a pay period shall not incur shift premiums for their regular hours worked or for overtime up to seventy (70) hours in a pay period.
2. Overtime hours worked above seventy (70) hours in a pay period shall incur shift premiums in accordance with Article 28.04.

Dated this 28th day of August, 2024.

For the Employer:



Sarah Vertlieb

Sarah Vertlieb (Aug 28, 2024 10:46 EDT)

For the Union:



Shaun Steven (Aug 28, 2024 10:50 EDT)

Melinda Sciacca

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*Carrie Withers*



**LETTER OF UNDERSTANDING**

BETWEEN:

**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the "Union")

**LETTER OF UNDERSTANDING – RE: Organizational and Legislative Changes**

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

Dated this 28th day of August, 2024.

For the Employer:



Sarah Vertlieb

Sarah Vertlieb (Aug 28, 2024 10:46 EDT)

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\_\_\_\_\_

For the Union:



Shaun Steven (Aug 28, 2024 10:50 EDT)

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*Carrie Withers*

**LETTER OF UNDERSTANDING**

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**HOME AND COMMUNITY CARE SUPPORT SERVICES ERIE ST. CLAIR**  
(Hereinafter referred to as the "Employer")

AND :

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 8916**  
(Hereinafter referred to as the "Union")

**LETTER OF UNDERSTANDING – RE: Wage Re-opener on Monetary Proposals**

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

Dated this 28th day of August, 2024.

For the Employer:



Sarah Vertlieb  
Sarah Vertlieb (Aug 28, 2024 10:46 EDT)

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

For the Union:



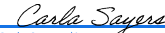
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Shaun Steven (Aug 28, 2024 10:50 EDT)



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*Carrie Withers*