

# **Collective Agreement**

**between:**

**CUPE Local 791**

**and**

**The Waterloo Wellington  
Local Health Integration Network (operating  
as Home and Community Care Support  
Services (HCCSS) – Waterloo Wellington)**

**January 1, 2022 – December 31, 2024**

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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**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all office, clerical and technical employees of the Employer as listed in Schedule "A", save and except students, persons employee reports to, persons above the rank of person employee reports to and persons covered by the subsisting Collective Agreement between The Employer and the Ontario Nurses' Association.
- 2.02 Without restricting its right to determine the methods by which services are to be provided, the Employer agrees that no permanent employee shall be laid off from work as a result of contracting out present work or services of a kind presently performed by its employees.
- 2.03 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union executive. No employee shall be permitted or required to make a verbal or written agreement with the Employer or its representative, which might conflict with the terms of this Agreement. The Employer shall not negotiate any terms or conditions of employment with employee(s).
- 2.04 Should the number of bargaining unit employees be reduced, the Employer shall ensure that work that has been normally performed by the affected bargaining unit employees, shall not be transferred to managerial or supervisory personnel.
- 2.05 Where the Employer wishes to use volunteers in functions and programs their placement shall require the mutual agreement of the Employer and the Union. The Employer shall provide the Union, upon request, with a listing of the total number of volunteers, their functions and their work locations.
- 2.06 Employees not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this agreement. It is understood that some overlap may exist between positions from another bargaining unit or a non-union position for the efficiency of the operation.
- 2.07 The definition of a Regular Full Time Employee is one for whom there is a regular schedule of work providing seventy (70) hours of work biweekly.
- 2.08 The definition for a Temporary Full Time Employee is one who is engaged to perform a fixed term or task on a full-time basis. Such fixed terms or tasks will be greater than three (3) months in length, and will not normally exceed a twelve (12) month period (if the leave is a pregnancy/parental leave a maximum of up to eighteen (18) month period), unless the parties agree otherwise in writing.

At the end of the fixed term or task the employee shall revert to their former status. When an employee accepts such an assignment they may not be considered for another temporary

assignment if accepting such an assignment will require them to leave the current assignment before the end of the fixed term or task. These positions will be posted.

Such an employee is to be treated as a regular full-time employee for all purposes except insurance benefits for which the employee shall be treated as regular part-time. Notwithstanding the above, where the position is filled by a full-time employee, the incumbent retains their previous "status" while filling the temporary position.

2.09 The definition of a Regular Part Time Employee is one for whom there is a regular schedule of work providing less than seventy (70) hours biweekly.

2.10 The definition of a Casual Employee is one who:

- a) Does not have any guaranteed hours of work;
- b) May be called to work as and where required;
- c) Has no regularly scheduled hours on an ongoing basis, but will appear on the posted schedule whenever possible;

In addition, a Casual Employee may work for a fixed term or task that will not exceed:

- a) Three (3) months for the purposes of filling a vacant position that has been posted;
- b) Three (3) months if the hours of work are full time;
- c) Twelve (12) months if replacing a regular part-time employee absent on leave, or in another term position, unless the parties agree otherwise in writing.

Casual employees will accrue seniority and service on the same basis as regular part-time employees. Casual employees will be treated as regular part-time for all other purposes under the collective agreement except that they will have no bumping rights, and except as may be modified elsewhere in the Collective Agreement.

2.11 The Employer agrees that part time and casual employees shall not be used to eliminate full time positions and further that to the extent possible, part time and casual positions will be converted to full time positions where there is a demonstrated need for additional regular full time employees and where there is budget available. All such positions will be filled in accordance with the posting procedure.

2.12 Whenever the feminine or masculine pronouns are used in this Agreement, it includes the non-binary pronoun.

### **Article 3 - No Harassment or Discrimination**

#### **Discrimination**

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.

#### **Harassment**

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

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

#### **Article 4 - Check Off Union Dues**

- 4.01 There shall be a compulsory check-off of union dues from all persons who are employees of the Employer to which this Agreement applies. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution and by-laws. The Employer shall be notified in writing sixty (60) calendar days prior to any required change in deductible assessments.
- 4.02 Such deductions will be made every pay day by the Employer and shall be forwarded to the Canadian Union of Public Employees not later than the 15th day of the month following the month in which deductions were made, accompanied by a list of all employees from whose wages the deductions have been made, and indicating the hours worked for each reported employee. The listing will also identify employees who are on leave of absence. A copy of the list shall be sent to the National Secretary Treasurer, Canadian Union of Public Employees, 1375 St. Laurent Blvd, Ottawa, Ontario, K1G 0Z7. For new employees such deductions shall commence in the first full bi-weekly pay period immediately following the date on which the employee is hired. The amount deducted shall not include special assessment or levies of any kind.
- 4.03 It is understood that refusal by the Union to accept an employee as a member or to continue an employee's membership or refusal of an employee to join or continue membership in the Union will not be cause for dismissal by the Employer. Union dues are compulsory as per article 4.01 and are not affected by membership or non-membership in the union.
- 4.04 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 4.05 Deductions will not be made from any employee's bi-weekly pay cheque either immediately or retroactively unless the employee receives at least one (1) normal day's pay in the pay period.
- 4.06 The Employer will include the amount of union dues deducted from employees, on the T-4 Slips.

#### **Article 5 - Membership In The Union**

- 5.01 It is agreed that all employees who are recognized within the scope of this Collective Agreement shall maintain membership in the Union.
- 5.02 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect. New employees shall be presented with a copy of this Agreement.
- 5.03 It is further agreed that the Employer will notify the Union Secretary in writing, once each month, of the names and classifications and locations of all new employees hired, and all employees terminated or promoted out of the unit the previous month who are subject to this Agreement. A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of fifteen (15) minutes within twenty-one (21) calendar days of the Union's notification of their employment, with such time at the discretion of the person employee reports to, for the purpose of discussing with the new employee the benefits and duties of union membership.

## **Article 6 - Management Rights**

- 6.01 The Union recognizes the right of the Employer to:
- a) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Employer by statutes and/or by-laws of the Employer;
  - b) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees. The Employer recognizes that the foregoing is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee(s) concerned to lodge a grievance in the manner and extent herein provided;
  - c) Select, hire, discipline, discharge, transfer, assign to shifts, schedule overtime, promote, demote, classify, layoff, recall, suspend and retire employees, and select employees for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against the employee's wishes, and further provided that a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by any employee of discharge without cause, may become the subject of a grievance and be dealt with as herein provided;
  - d) Direct the working forces, the right to plan, direct and control the operations of the Employer, the right to introduce new and improved methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of employees to be employed, the work schedules, the establishment of standards of quality, the extent of the Employer's operations and the increase or decrease in employment arising there from, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools.
  - e) Management rights will be exercised in a fair and equitable manner. When any union member is to be displaced due to the exercise of management rights, the Union will be advised of the action taken.

## **Article 7 - No Strikes Or Lockouts**

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

## **Article 8 - Seniority**

### Probationary Period

- 8.01
- a) Employees shall be probationary employees until they have been continuously employed by the Employer for five (5) continuous months or for one hundred (100) actual days worked, inclusive of any specified holidays, whichever is the greater. Upon completion of the probationary period the employees' names shall be placed on the seniority list and their seniority shall be based on their date of last hire. Employees who have not completed their probationary period may be discharged at the sole discretion of the Employer.
  - b) The probationary period can be extended by mutual agreement in writing between the Employer, the Union, and the affected employee.
  - c) Temporary full time employees who are successful to a posted full time position will have one half of their accumulated temporary time acquired since their last starting date deducted from their probationary period. Seniority shall be retroactive to the last date of hire.
  - d) Part time employees, including casual employees, will accumulate seniority on the basis of one (1) years' seniority for each 1820 hours worked in the bargaining unit as of the last date of hire.
- 8.02 The Employer shall maintain a seniority list showing the date upon which each employee's continuous service with the Employer commenced from the employee's last starting date. An up-to-date copy of this list will be given to the Union quarterly on March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year, reflecting seniority status a copy posted on all approved bulletin boards. Employees have thirty (30) calendar days from the date on the seniority list to notify the Manager, HR or designate in writing, of any errors, etc, or changes or additions, noted since the previously posted list. The seniority date for all employees shall reflect their original date of hire as at January 1<sup>st</sup> 2007 and thereafter seniority accumulates per the collective agreement.
- 8.03
- a) Seniority shall operate and govern on a bargaining unit wide basis except as otherwise provided in the Collective Agreement.
  - b) Seniority for layoff, recall from layoff and for all posted positions shall be on a bargaining unit wide basis.
  - c) Seniority will apply provided that the senior employee already possesses the necessary skills, qualifications, and abilities to perform the work available, as well as or better than a less senior employee. An unsuccessful senior applicant, if the senior applicant so requests of the Director of HR or designate, in writing, will receive a written explanation of the choice made, provided the written request is actually received in Human Resources, within five (5) working days from the date the employee is notified of being unsuccessful. Senior-applicants not awarded a position who have submitted a written request shall be notified of the reason(s) in writing within five (5) working days of the request.
  - d)
    - i) The Employer will give the Union as much advance notice as is reasonably possible, but not less than thirty (30) days, of any layoff affecting members of the bargaining unit. The Employer shall meet with the Union, within five (5) days of the above notice, to discuss the impact of any proposed layoffs. Discussions will include but are not limited to the following: reasons for the layoff, issues related to process, and the method of implementation.
    - ii) In the event of layoff, a layoff shall occur in reverse order of seniority by position. Position shall be defined as the position title as set out in Schedule "A" of the



Collective Agreement. The least senior employee in the affected position shall be the first laid off. In the event of a recall the most senior person remaining on layoff shall be the first recalled, provided they possess the necessary skills, qualifications, and abilities to perform the work available without training, other than a familiarization period of no longer than ten (10) working days.

- iii) An employee subject to layoff shall be permitted to bump into the position of any employee who has lesser bargaining unit seniority and who is the least senior employee in the position the laid off employee is seeking to bump into. Should no position be available then the employee may elect to bump the least senior employee in an equal or lesser position. The bumping employee must already possess the necessary skills, qualifications and abilities to perform the work available without training other than a familiarization period of no longer than ten (10) working days.
  - iv) In the event of a permanent layoff (one that is expected to be more than thirteen (13) weeks), laid off employees must exercise their bumping rights as soon as possible but in any event within five (5) working days from the date they are notified of the layoff. Any other employees so bumped must exercise their bumping rights within five (5) working days of their being bumped, and so on, on a five (5) working day maximum basis for each involved employee.
  - v) In the event of a temporary layoff (one that is expected to be thirteen (13) weeks or less), employees to be laid off will receive a five (5) working day period of notice. On the third day of the notice period, all employees must specify the position they wish to bump into, and these, plus all resulting bumps must be completed by the end of the third working day.
  - vi) In the event that a job vacancy occurs or a new position is created while a full time employee(s) is on lay off or has been notified of lay off, before the position is posted the employee(s) so affected by the layoff, shall be the first employee(s) to be considered for the available position providing they possess the required qualifications, skill and ability to perform the work available without training other than a familiarization period of no longer than ten (10) working days
- e) In order that the operations of the Union will not become disorganized when layoffs are being made, members of the local executive board i.e. - President, Vice-Presidents, Secretary, Treasurer, and Grievance Chairperson or the Unit Chairperson and Chief Steward shall be the last persons laid off during their term of office, as long as full-time work is available, for which they already possess the necessary skills, qualifications and abilities to perform the work available without training, other than a familiarization period of no longer than ten (10) working days, at their own, or at a lower wage level. In the case of a change in the local executive board during a layoff, notice in writing of the change shall be given to the Employer forthwith and the Employer shall have five (5) working days from receipt of the notification in writing within which to make any changes necessary to apply this Clause to the new local executive board and to terminate its application to the person(s) dropped from the executive board. If any notice to any person being laid off in consequence is required by law, the period of notice will be in addition to the five (5) working days, and layoff(s) and recall(s) will not be effective until the expiry of the notice period required by law.
- f)
  - i) The mailed and/or emailed notice shall be deemed to be received on the third calendar day after the date of mailing
  - ii) The laid off employee has three working days to notify the Employer of the employee's intentions;
  - iii) An employee who has complied with b) above will have a further four (4) working days from the expiry of the time period in b) above to return to duty.

- iv) Employees notifying the Employer within the three (3) working days referred to in b) above, that they are unable to return to work within the prescribed time for a legitimate reason acceptable to the Employer, will not have their name struck from the seniority list. Their name, however, may be passed over and the next in line in seniority may be recalled.

These time limitations may be extended in writing for valid reasons such as sickness certified by a doctor's certificate, death in the immediate family, accident, and other legitimate reasons acceptable to the Employer.

- v) If an employee has resigned in writing without advance notice and has not revoked the resignation within three (3) consecutive working days following the date of the letter of resignation, the resignation shall stand and be final. The Union shall be notified in writing as soon as possible of any such revocation of a resignation.

- 8.04 All permanent employees attaining seniority in CUPE 791 shall be assigned a computer generated random number (CGRN) at the time of hire, and shall be advised of that number and it shall be recorded in their employee file in Human Resources and on the seniority list. Temporary employees shall be given a CGRN at the time they acquire seniority.

Where two or more employees have the same length of seniority, their order of seniority, relative to each other, shall be determined by reference to their computer generated random number. A lower number shall mean the employee with that number is senior to all employees with a higher random number.

The computer generated random number (CGRN) shall be used solely for the purpose of determining the relative order of seniority of employees with the same length or service of seniority date and for no other purpose.

For further clarity, the parties confirm that the CGRN is irrelevant with respect to the comparative seniority of employees who do not share the same length of seniority or seniority date.

- 8.05 Subject to Clause 8.06, if permanent full-time employees are absent from work because of authorized leave of absence, they shall not lose seniority, but shall not acquire seniority after the first thirty (30) calendar days of such authorized leave of absence. Employees absent from work on sick leave due to illness or accident or on layoff will continue to accumulate seniority until clause 8.06 applies.

- 8.06 Seniority status once acquired by employees will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:

An employee shall lose all seniority and service and shall be deemed to have terminated if the employee:

- a) Resigns;
- b) Is discharged and not reinstated through the grievance procedure;
- c) Retires;
- d) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a legitimate reason satisfactory to the employer.
- e) Has been laid off for a period of time equal to the length of seniority at the time of layoff, or for a period of twenty-four (24) months; whichever is lesser;
- f) If the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail, addressed to the last address on the records of the Employer;
- g) Is absent due to illness or disability for a period of thirty (30) calendar months from the time the leave commenced.
- h) Is unable to meet their availability requirement.

#### Promotion or Transfer to Positions Outside the Bargaining Unit for up to 60 days

- 8.07 a) The promotion or transfer of employees to positions outside the bargaining unit but within the Employer's employment is not covered by this Agreement, and shall not be subject to the terms of this Agreement except that such employees will retain their seniority after promotion or transfer, for up to sixty (60) days and if demoted or transferred for any reason to a position which is subject to this Agreement such employee shall be given the seniority credit they had at the time of the promotion or transfer outside of the bargaining unit provided such promotion, demotion, or transfer is within the sixty (60) days specified above.

It is understood that no employee shall be transferred to a position outside the bargaining unit without their consent.

#### Temporary Assignment to Non-Bargaining Unit Positions in Excess of 60 Days

- b) Any temporary assignment of a bargaining unit member to a non-bargaining unit position in excess of sixty (60) days shall require the prior mutual agreement of the parties in writing. Such employees will be given their seniority credit they had at the time of the transfer upon their return to the bargaining unit. No seniority will accumulate while in the non-bargaining unit position, no union dues will be deducted and all rights under the Agreement will be waived while in the non-bargaining unit position.

#### Former Employees Rehired by the Employer

- c) Where employees with previous service with the Employer are rehired by the Employer they will be treated in all respects as a new employee with seniority dating back to their most recent date of hire.
- d) The seniority dates of employees in programs that are assumed by the employer which have been or will be assumed by the Employer and come within the jurisdiction of this Collective Agreement will be placed in a chronological position that recognizes the former service on a combined list of employees forming the total seniority list.

### **Article 9 - Job Vacancies**

- 9.01 a) The Employer will post for five (5) working days a notice excluding the day of posting of a vacant position showing the department and type of position, any required knowledge and/or education, qualifications, ability and skills, shift, wage rate and whether an automobile is required, and will endeavour to show location for the initial assignment, in order that employees may have the opportunity of making written application for such positions. Such application must be signed and delivered to Human Resources on or before the date specified in the posting. Probationary employees may be considered for job vacancies at the employer's discretion.
- b) No employee outside the bargaining unit will be hired until consideration of laid off employees is given.
- c) Subsequent to interviewing qualified bargaining unit employees for vacancies, other qualified Employer applicants will be considered in the following sequence:
- (i) Probationary and temporary employees (CUPE local 791)
  - (ii) External applicants

Advertising for external applicants shall not be considered until management has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.

- d) Employees going on an approved leave of province or out of country, may provide a written list of preferred positions identified by title to Human Resources. Such list shall constitute an application for such positions.
- e) All interview questions will be relevant to the qualifications, skills and abilities needed to perform the duties of the position. The Employer shall ensure that uniform interview questions are asked of all applicants for the position.

9.02 Employees who are successful in their application for a job posting in accordance with the provisions in this Collective Agreement, can only get an extension of whatever start date is required by the Employer if the employee makes a written request to the Hiring Manager stating reasons that in the opinion of the Employer are acceptable. A written reply will be given to the employee. Any extension granted will not exceed a once only maximum period of thirty (30) calendar days under any circumstances. The Employer will place employees into the position within (30) days of the stated start date on the offer letter, unless there are operational reasons that prohibit the transfer. The employer will advise the union of any operational reasons prior to the lapsing of the (30) days.

- 9.03 a) Temporary vacancies, such as those caused by an employee's absence owing to accident, injury, illness, sickness, vacation, leaves of absence and temporary transfer known to be of three (3) month duration or more shall be posted as per 9.01 a). Permanent employees need not be considered for temporary vacancies of less than six (6) months or less at the employer's discretion. The parties agree that employees in temporary assignments may be elect to apply for permanent job vacancies.
- b) It is understood that returning employees will have the right to their position previously held provided the position has not been eliminated. Other affected employees shall also be returned to their former positions provided the positions have not been eliminated. In the event there is a resultant lay off the lay off provisions of the collective agreement shall apply.

9.04 Nothing in this Article shall be construed as restricting the right of the Employer to temporarily assign an employee to a job, which qualifies for posting for a period not exceeding three (3) months, until a new person can be selected.

The foregoing applies to internal postings only. If the Employer is seeking applicants from another source, the Employer may temporarily assign an employee for a period not to exceed six (6) continuous months or twelve (12) continuous months, respectively, where the temporary vacancy is created by concurrent pregnancy and parental leaves.

- 9.05 a) i) In the event successful applicants wish to return to their former position within a period of up to fifty (50) working days or prove unsatisfactory to the Employer during the trial period of up to fifty (50) working days or such longer period as may be mutually agreed upon in writing between the Director of Human Resources or designate, and the Union, they shall be returned to their former position without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of jobs shall be returned to their former position without loss of seniority.
- ii) In the event that an employee during the trial period is returned to the former position held and such position (or other positions if other employees were moved as a result of the original position change) is filled by a new employee, the new employee will either be laid off until a suitable position becomes available, or for

thirty (30) calendar days, whichever is the lesser, at which time the newly hired employee will be terminated if no suitable position is available.

- b) It is agreed that successful applicants of the job bidding procedure who apply for another posted position within twelve (12) months of the date of the official notification of their existing position may be considered at the Employer's option. The parties agree that employees in temporary assignments may be elect to apply for permanent job vacancies.

9.06 The Employer agrees to post on all approved bulletin boards the outcome of all job postings within, when possible, ten (10) working days of the expiration date of the posting. The Employer will endeavour, within thirty (30) working days of a position becoming vacant, to notify the Union in writing if the vacancy is not to be filled and will endeavour to give the reason.

## **Article 10 - Correspondence**

10.01 All correspondence between the parties arising out of this Agreement or incidental there to, shall pass to and from the Director, HR or designate of the Employer, and the Unit Chair. The local union address is 207-120 Ottawa Street North, Kitchener ON N2H 3K5. The CUPE area office is 204-1120 Victoria Street North, Kitchener, Ontario, N2B 3T2.

10.02 The Employer agrees that one copy of all Board meeting agendas and attached documents released to the public will be forwarded to the Unit Chair of the Local. This will be provided at no cost to the Union.

## **Article 11 - Union Representation**

11.01 a) The Employer agrees to recognize the following representatives of the Union:

- i) A bargaining committee consisting of not more than four (4) employees;
- ii) A Grievance Committee of not more than two (2) employees;
- iii) four (4) stewards
- iv) A chief steward (to be selected by the Union from among the stewards);
- v) A unit chairperson who shall be the chief spokesperson for the bargaining unit;

Note: The number of stewards and the departments within which they are recognized may be changed at any time by mutual consent of the parties in writing.

- b) The Union shall provide the Employer with a list of such representatives and shall keep such list up to date.

11.02 Casual employees shall not be eligible to serve as stewards or union committee members.

11.03 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing with any matter incidental to or arising out of this agreement. It is understood the representative must respect the confidential aspects and nature of the employer's business.

11.04 The Union acknowledges that the unit chairperson, stewards and committee members are required to efficiently perform their regular duties on behalf of the Employer. Such employees will not leave their regular duties without first obtaining permission, and will report back to their immediate supervisor upon resuming their regular duties. In accordance with this understanding, representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Employer's representatives on union business, shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.

The Employer is not responsible for premiums or wages above any regularly scheduled hours for permanent part-time employees doing Union related business.

- 11.05 Labour management meetings may be held as required at times to be mutually arranged, but not normally more often than once a month. The party requesting the meeting shall make a request in writing and shall at the same time advise the other party of the matters it wishes to discuss. It is agreed that such meetings are for the purpose of discussing matters of mutual interest and for the free exchange of information. It is not the intent of this provision to replace or circumvent the grievance procedure contained in this Collective Agreement.

It is agreed and understood between the parties that the issue of workload may be raised by either party at the Union/Management Committee for discussion.

The Union representatives on the labour management committee shall be designated by the bargaining unit Chairperson. Unless otherwise agreed the Union committee shall consist of not more than four (4) members.

The Employer agrees to provide upon request via labour management meetings a list of temporary employees, their date of hire and current job classification and specific position they are filling.

- 11.06 In the event that the parties agree to participate in central bargaining between the Canadian Union of Public Employees and the Participating WWLHINs, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the Participating WWLHINs 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.

## **Article 12 - Grievance Procedure**

- 12.01 It is the mutual desire of the parties that employee complaints be adjusted as quickly as possible.

**Complaint:** An employee who has a complaint, or a coworker representative, will request a meeting with their manager. An employee shall raise a complaint with the employee's manager within fifteen (15) days of the occurrence giving rise to the complaint.

**Step 1:** If the complaint is not resolved, the employee may request a subsequent meeting with management with a union representative. In the event the complaint concerns a posting, the complaint shall be discussed with the manager making the hiring decision.

**Step 2:** If the complaint is not resolved in Step 1, the area steward may present a grievance, in writing, to the grievor's immediate person employee reports to no later than 10 working days from the date of the response in Step 1. A copy of the grievance will be sent to Human Resources.

The written grievance, signed by the aggrieved employee and/or the union representative, must contain the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated. The parties agree that the carriage of the grievance remains with the Union.

A meeting will be held within fifteen (15) working days from the date of receipt of the grievance. The meeting will include the appropriate management and union representatives. A decision shall be delivered, in writing, to the Unit Chairperson within five (5) working days from the date on which the meeting was held.

### Policy/Union/Management Grievance

- 12.02 Any difference arising directly between the Employer and the Union involving the interpretation, application or alleged violation of this Agreement, may be submitted in writing as a grievance by either party, to either the Manager, HR or designate, or the National Representative, and dealt with as a grievance as outlined in Article 12.01. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within thirty-five (35) calendar days of the date of occurrence. No grievance shall be presented in writing, which an employee or a group of employees could normally process as an individual employee grievance, or a grievance of a group of employees.
- 12.03 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether the matter is arbitable, such grievance may be submitted to arbitration as set forth in the arbitration provisions of this Collective Agreement.
- If either party wishes to refer a grievance to arbitration, it shall be so referred in writing within thirty (30) calendar days after the reply in Step 2.
- The parties, upon mutual consent, can request the services of a grievance mediator and/or the Director, Human Resources and Organizational Development or designate and the C.U.P.E. National Representative, in attempting to resolve the grievance prior to arbitration.
- 12.04 It is agreed that grievances and replies to grievances shall be in writing. A grievance that has been settled by the Union during the grievance procedure cannot be subsequently processed by the Union to arbitration.
- 12.05 All agreements reached under the grievance procedure between the representatives of the Employer and the representative(s) of the Union will be final and binding upon the Employer and Union and the grieving employee(s).
- 12.06 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence, which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.
- 12.07 Working day as used in this Article and the discharge article (13.02) of this Collective Agreement shall mean a day other than Saturday, Sunday or a specified paid holiday.
- 12.08 The time limits fixed in both the grievance and the arbitration procedures may be extended only by mutual consent in writing of the parties to this Agreement.

### **Article 13 - Discipline, Suspension & Discharge**

- 13.01 An employee shall be accompanied by a union representative at any meetings at which warnings, suspensions, or discharge will be discussed.

Where the employee is required by the WWLHIN or its representatives to attend any investigation meeting or a meeting concerning employee performance issues, at which disciplinary action may be discussed the employee may be accompanied by a union representative.

- a) Notice of warnings, suspensions or discharge to employees will be hand delivered or supplied in writing electronically to their WWLHIN email or last known email address on file with the Human Resources, with an electronic copy forwarded to the Local Unit Chairperson. In cases where an employee is discharged verbally, the above notification will still be sent electronically as applicable to the employee for verification purposes.

- b) The Employer and the Union agree that discipline given to an employee is intended to be corrective in nature and not punitive. Any disciplinary document placed in an employee's file(s) shall be given to the employee and copies sent to the Unit Chairperson and the Union Secretary. An employee shall have the right to access and review their personnel file. Employees may request copies of any document in their personnel file. Such requests shall not be unreasonably denied. They may also respond to any document in the personnel file, and such reply shall be part of the personnel file.
- c) Discipline shall be removed from the employee's files in accordance with the following:
  - i) Verbal and written warnings shall be removed from the employee's file twelve (12) months from the date of issue, provided the employee has received no other warnings during this period. If there are any warnings during this period, the warning shall remain on file for the duration of twelve (12) months pertaining to the new discipline.
  - ii) Suspensions of three (3) days or less shall be removed from the employee's file eighteen (18) months from the date of issue, provided the employee has received no other suspensions during this period. If there are any suspensions during this period, the suspension shall remain on file for the duration of eighteen (18) months pertaining to the new discipline.
  - iii) A suspension of 2 days or less shall be removed from the employee's files 18 months from the date of issue, provided the employee has received no other suspensions during this period. If there is another suspension during the 18 month period, the prior suspension shall remain on the employee's files for the duration of the period pertaining to the new discipline.
  - iv) A suspension of 3 days or more shall be removed from the employee's files 24 months from the date of issue, provided the employee has received no other suspensions during this period. If there is another suspension during the 24 month period, the prior suspension shall remain on the employee's files for the duration of the period pertaining to the new discipline.

13.02 Claim of improper or unjust discharge, suspension or discipline by an employee with seniority shall be subject to the grievance procedure if a written statement of such grievance is lodged within five (5) working days after the penalty is imposed. Penalties imposed may be modified by agreement of the parties or as directed by an arbitrator.

13.03 No employee shall be transferred out of their classification, shift, assignment or work location for disciplinary reasons without just cause.

## **Article 14 - Arbitration**

14.01 a) It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, administration or alleged violation, application, administration or alleged violation of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as defined in Section 48 (2) in the Ontario Labour Relations Act. It is understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.

- b)
  - i) The parties agree that all matters may be resolved through the use of a sole arbitrator. If either party requests, the matter will be referred to a Board of Arbitration. A single arbitrator shall have the same powers as a Board of Arbitration.
  - ii) The parties may mutually agree to refer matters to a jointly agreed to single arbitrator who will act as mediator.



c) In selecting an Arbitrator, other than using the expedited procedure allowed for under the Ontario Labour Relations Act, the referring party will put forward suggested names for the other party's consideration. Upon receipt of the written referral, the responding party shall have a maximum of fifteen (15) working days from the date of referral, to respond in writing. Failure to respond or where the parties are unable to agree to an Arbitrator within thirty (30) working days, or such other time as may be mutually agreed, either party may apply to the Minister of Labour to appoint an Arbitrator.

14.02 No person shall be selected as an Arbitrator who:

- a) Is acting, or has been in the period of twelve (12) months preceding the date of their appointment, active in the capacity of solicitor, legal advisor or counsel of either of the parties;
- b) Has any pecuniary interest in the matters referred to the Arbitrator.

14.03 The parties will jointly share the expenses of the Arbitrator.

14.04 The time limits fixed in both the grievance and the arbitration procedures may be extended by mutual consent of the parties to this agreement. Such extensions should be requested and approved in writing.

14.05 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

14.06 The decision of the Arbitrator shall be binding on both parties. The Arbitrator shall not have any power to alter, modify, amend or change any of the provisions in this Agreement, or to substitute any new provisions in this Agreement, or to substitute any new provisions for any existing provisions, or to add any new provisions nor to give any decision which is inconsistent with the terms and contents of this Agreement.

14.07 It is agreed that a representative of C.U.P.E. may be present at all stages of the grievance and arbitration procedures if requested by either party.

14.08 No matter may be submitted to arbitration, which has not been carried through the grievance procedure, unless mutually agreed upon in writing.

## **Article 15 - Specified Holidays**

15.01 a) Each permanent full time employee, who has completed thirty (30) calendar days or more continuous service, is entitled to ten (10) paid specified holidays regardless of the day on which the holiday occurs.

The holidays to which this will apply are:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day

Christmas Day  
Boxing Day

- b) Each permanent full time employee who has completed thirty (30) calendar days or more of continuous service is entitled to a floating holiday in lieu of each of Easter Monday and Remembrance Day. In the event that any of these days is declared a national and/or provincial holiday, the floating holiday will be discontinued.

These floating holidays will be taken at a mutually agreeable time, within the year in which it is earned. To clarify, an employee must work at least thirty calendar days prior to the holiday and still be employed on the day of the holiday to qualify for the float. There is no ability to bank these floats.

- 15.02 a) Employees who are scheduled to work and do work on a paid holiday, other than Christmas Day shall receive pay for such work at the rate of time and one-half (1 1/2) their regular rate and shall be given a day off with pay in lieu of such holiday at a mutually satisfactory time, with no ability to bank the lieu day.
- b) Employees who are scheduled to work and do work on Christmas Day shall receive pay for such work at the rate of two (2) times their regular rate plus a day off with pay in lieu of the holiday at a mutually satisfactory time, with no ability to bank the lieu day.
- 15.03 In the event of a paid holiday falling within an employee's vacation period, such employee shall be granted an additional day of vacation at a time mutually agreed upon.
- 15.04 When Canada Day, Christmas Day, Boxing Day or New Year's Day fall on a Saturday or Sunday, an alternate day will be agreed to as a lieu day between the Union and the Employer if not covered by law. When any of the other specified holidays in this Article fall on an employee's scheduled day off, the employee shall receive another day off with pay at a mutually agreed upon time, with no ability to bank the lieu day.
- 15.05 Employees who are not on their regularly scheduled day off but who are scheduled off in recognition of the holiday on the actual day of the specified holiday shall, if called in, receive their regular day's pay for the holiday and in addition shall receive time and one half (1 1/2) their regular rate for all hours worked subject to the call-in provisions of this Collective Agreement.
- 15.06 Payment For Paid Holidays  
Further to Article 15 of the Collective Agreement, where a paid holiday falls on a Saturday or Sunday, applicable overtime premiums for the holiday will be paid to those working on the actual day and not on the designated lieu day.

**Example:**

July 1<sup>st</sup> (Canada Day) falls on Sunday. The WWLHIN is closed except for skeleton staff on the Sunday. On Monday, July 2<sup>nd</sup> the WWLHIN offices are closed as a designated lieu day for the holiday, again except for skeleton staff. Payment would be as follows.

DATE	FULL TIME	PART TIME
July 1 <sup>st</sup> (Canada Day)	Overtime premium pay plus lieu day off	Overtime premium pay
July 2 <sup>nd</sup> (Lieu Day)	Straight time plus lieu day off *	Straight time

\* Employee who works both days would earn one day off in lieu of the holiday.

## Article 16 - Vacation

- 16.01 a) Employees shall receive annual vacation with pay according to their length of service as set out below. Vacation shall be determined within the current calendar year and shall be taken in the current calendar year subject to Article 16.04 below:

For completed years of service as of July 1<sup>st</sup> each year:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
1 year	15 days
2 years	15 days
3 years	16 days
4 years	17 days
5 years	20 days
6 years	20 days
7 years	20 days
8 years	20 days
9 years	21 days
10 years	22 days
11-12 years	23 days
13-14 years	25 days
15-16 years	26 days
17-18 years	27 days
19-20 years	28 days
21-24 years	30 days
24+ years	1 day per year to a maximum of 35 days

- 16.02 Employees with three (3) and more weeks of vacation shall be permitted to carry over up to one (1) week of vacation into the following calendar year. Employees may request to carryover additional vacation time to accommodate special circumstances.
- 16.03 Vacations will be scheduled at such time of the year as is found most suitable considering both the wishes of the employee and the Employer; however, they will be scheduled in such a manner as to provide a fair distribution of the number of employees within the work group absent at any one time.

Not more than two (2) consecutive weeks' vacation may be taken at a time during the months of July, August and September, however, if the vacation of another employee(s) is not affected in any way and efficient operation can be maintained, the Employer will allow a vacation longer than two (2) consecutive weeks during the three (3) months stipulated in this clause.

- 16.04 a) Employees shall take their vacation at a mutually agreeable time and will be scheduled so as to provide a fair distribution of the number of employees absent at any one time. Requests for vacation shall not be unreasonably denied provided efficient operations can be maintained.
- b) The following provisions are intended for staff to plan their annual vacation entitlement. Vacation requests are to be reviewed within the team or group with the purpose of achieving team consensus while meeting minimum staffing levels as set by WWLHIN. The request schedule will be as follows:
- (i) Individual vacation requests will be submitted by February 1<sup>st</sup> for the vacation period of April 1<sup>st</sup> to September 30<sup>th</sup>. Individual requests will be approved by March 1<sup>st</sup>.
- (ii) Individual vacation requests will be submitted by August 1<sup>st</sup> for the vacation period of October 1st to March 31st. Individual requests will be approved by September 1<sup>st</sup>.

(iii) Vacation requests submitted after the February 1<sup>st</sup> and August 1<sup>st</sup> dates above will be considered in order of the date submitted but such requests will not take precedence over the approved vacation schedule.

Each team/group will ensure that workload issues are adequately managed such that urgent client concerns are addressed within established practices. Each team may request assistance in coverage from another team. Each team/group will collaborate with their Manager regarding their plan for coverage over vacation periods. It is agreed and understood between parties that the issue of workload may be raised by either party at the Union/Management Committee for discussion.

- c) Employees with greater seniority will have first choice of vacation dates providing the requests for vacation time are submitted by the submission dates in 16.04 (b). If there is a conflict in granting vacation requests, seniority will govern for requests totalling no more than three (3) weeks each year per employee. The minimum request under this clause is a block of seven (7) calendar days (which will at least cover one (1) vacation week according to the Employer's practice).
- d) Requests for vacation time shall have preference over requests for lieu time and leaves of absence that have not already been approved in writing.
- e) Vacation requests submitted outside the time frames specified in (a) above will be granted on a first come, first served basis subject to operational requirements.
- f) Once approved, vacation schedules may only be changed by mutual consent.
- g) All vacation requests will be submitted on an Absence Recording Form.

16.05 Notwithstanding the vacation entitlement in Article 16.01, an employee who has taken vacation time and terminates his/her employment before the end of the calendar year, shall have any unearned portion of vacation leave deducted from his/her termination pay. An employee who has not taken all of the vacation time to which the employee is entitled shall be paid on termination the proportionate amount of vacation to which the employee is entitled, except that in the case of an employee with less than one (1) year of credited service, vacation pay out shall be calculated at four percent (4%) of earnings.

16.06 Employees who have been absent without pay for any reason excluding pregnancy leave, parental leave or union leave for more than twenty-three (23) working days shall receive a pro rata reduction in their vacation pay.

16.07 Vacation pay for temporary full-time and part-time employees employed less than five (5) years shall be four per cent (4%) of earnings and those employed five (5) years or more shall be six percent (6%) of earnings calculated, added and paid for each pay period.

16.08 In the event an employee suffers a certifiable personal illness or is personally injured whilst on vacation, the period of vacation during which the employee was incapacitated, may be transferred at the employee's request, to sick leave. Vacation for equivalent time may be taken at another mutually agreed upon time provided all of the following conditions are met:

- a) The employee has sick credits.
- b) The employee requests the transfer in writing to the Director of Human Resources, or designate, within ten (10) days of the employee's return to duty.
- c) That a medical certificate, which is signed by the attending physician supports request, or designate, and said certificate must indicate the employee was incapacitated and the date of the sickness/treatment, and that the employee was under the physician's care.

16.09 Probationary employees will not have vacations scheduled within the probationary period.

## **Article 17 - Leave of Absence**

### Union Leave

- 17.01 a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to employees elected or appointed to represent the Union at union conventions or seminars and provided such leave of absence does not interfere with efficient operations. Such time shall not exceed one hundred and twenty (120) working days in any calendar year and not more than four (4) employees shall be permitted to be absent at any one time. Such requests shall be in writing from the Secretary or Unit Chair of the Local to the Manager, HR, or designate, as far in advance as possible and shall contain the names of the appointed employees plus dates of the leave.
- b) Where the President of CUPE Local 791 is an employee of the WWLHIN they shall be granted union leave 5 afternoons per week for the purpose of carrying out union activities. The Union may designate one member of the executive to fill-in for the President / Union Chair, when the President / Union Chair is expected to be absent for 5 or more consecutive working days. The Employer will submit statements to the Union for reimbursement of wages and not employee benefits. The Employer agrees to not include this union leave as union leave in calculating total number of days taken under Article 17.01 a) of this Agreement. Further details concerning the expectations for union leave for the CUPE Local 791 President Union Chair are contained in the Letter of Understanding attached to this Agreement.
- c) The Employer shall grant leave of absence without loss of pay, benefits, or service credits to members of the Union who participate in negotiations.
- d) The Employer shall continue to pay the wages of employees on union leave of absence and the Union shall reimburse the Employer for wages paid to union representatives or members where such leave is without pay.
- e) i) An employee, who is elected or appointed to office or to a staff position in the Canadian Union of Public Employees, shall upon request, be granted a leave of absence without loss of seniority and benefits for up to two (2) years. During such leaves of absence, salary and benefits shall be kept whole by the Employer. The Union agrees to reimburse the Employer for such salary and the Employer's contribution to said benefits.
- ii) The employee agrees to notify the Employer of the employee's intention to return to work within two (2) weeks following termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or be transferred to the employee's previous position, if the substitution was a transfer.
- f) Employees who are members of the CUPE Local 791 Job Evaluation Committee will have one-half (1/2) day off with pay from their regular job duties following each time the Committee meets, and one (1) other full day off with pay annually, in order that the Committee can meet and attend to their duties as committee members.
- g) All leaves of absence under Article 17.01 shall be without loss of seniority.

### Jury Duty or Witness

17.02

- a) All employees, who are required to serve as jurors or witnesses in any court, shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of the jury or witness service such employees shall present to Human Resources a certificate satisfactory to the Employer showing the period of such service. A coroner's inquest shall be considered as a court for purposes of this Article.

Such employees will be paid their full salary or wage for the period of such jury or witness service provided they shall deposit with the Manager, HR or Designate the full amount of compensation received, excluding reasonable expenses, and an official receipt therefore.

- b) When employees are required to appear in court as a witness on behalf of the Employer while they are off on leave, they shall be paid their full regular salary or wages for the period of time they are required to attend court, or will be given time off in lieu upon their return from leave.
- c) Employees shall also be compensated for the applicable mileage allowance and parking expenses incurred while attending court on the Employer's behalf while on leave.

### Bereavement Leave

17.03 Leave of absence with pay shall be granted to an employee who is scheduled to work, and shall not be paid for those days the employee was not scheduled to work, for the purpose of arranging and/or attending a funeral or memorial service as follows:

RELATIONSHIP	ENTITLEMENT
Mother	5 days
Father	5 days
Brother	3 days
Sister	3 days
Mother-in-law	3 days
Father-in-law	3 days
Spouse	5 days
Child	5 days
Step parent	5 days
Step child	5 days

If requested by the employee, the Employer will grant up to ten (10) additional working days without pay for the relations listed above.

RELATIONSHIP	ENTITLEMENT
Grandparent	2 days
Spouse's grandparent	2 days
Grandchild	2 days
Spouse's grandchild	2 days
Brother-in-law	1 day *
Sister-in-law	1 day *
Daughter-in-law	1 day *
Son-in-law	1 day *

\*To attend only the funeral or memorial service.

Probationary employees may be granted paid bereavement leave per these provisions at the Employer's discretion, but their probationary period will be extended accordingly. The relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex. The above relationships refer to current relationships.

Pregnancy/Parental/Adoptive Leave

17.04

- 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 work by written notification at least four (4) weeks in advance. An employee returning from a pregnancy/parental/adoptive leave shall be reinstated in the employee's previous position and work location and shift at a rate of pay not less than that which the employee was receiving at the time of the beginning of the leave of absence, unless the position has been discontinued in which case they shall be given a comparable job.
- d) An employee shall continue to accumulate seniority and service and shall continue to be eligible to participate in the insurable benefits and pension plans in the same manner and under the same terms and conditions as if the employee were actively at work for the period of the pregnancy leave of seventeen (17) weeks and or the period of the parental leave of up to sixty one (61) weeks. The employee must give the Employer written notice that she does not intend to make her contributions if any.
- e) Parental leave must begin within fifty two (52) weeks of the birth of the child or within fifty two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty one (61) weeks in duration (63 weeks when pregnancy leave is not taken).
- f) An employee that has taken a Pregnancy Leave under this Article is eligible to be granted a parental leave of up to sixty one (61) weeks duration, in accordance with the Employment Standards Act. An employee, who is eligible for parental leave in accordance with the Employment Standards Act, because they are an adoptive parent or the natural father, will be granted a Parental leave of up to sixty three (63) weeks. The employee shall advise the Employer, in writing, in advance, in accordance with subsections (b) and (c). If because of late receipt of confirmation of the adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is on pregnancy or adoption leave who is in receipt of Employment Insurance (EI) benefits shall be paid a top up equivalent to the difference between seventy-five (75%) of her regular weekly earnings and the sum of her weekly EI benefits and any other earnings. Such payment shall commence following completion of the one (1) week EI waiting period and receipt by the employer of the employee's EI statement as proof that she is in receipt of EI benefits and shall continue for a maximum period of fifteen weeks.

The employee's regular weekly earning shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the EI benefit (currently 26 weeks).

Personal Leave

17.05 The Employer may grant a leave of absence without pay and without loss of seniority to employees for legitimate personal reasons. A request for such leave shall be made in writing to the Director of Human Resources or designate as far in advance as possible. To the extent that efficient and effective operations can be maintained, such requests shall not be unreasonably denied.

Education Leave

- 17.06 a) Employees, at the discretion of their Director, may attend short courses, workshops and professional meetings and the Employer will pay travel expenses, registration fees, and reasonable living expenses. The Director will ensure that such leaves are rotated equitably and fairly. Seniority shall accumulate during education leaves of absence.
- b) The Employer will provide employees with a tuition refund upon the successful completion of Job-Related and Career-Related courses. The Career-Related tuition refund plan falls within the purview of the Employer and can be changed at the Employer's discretion with thirty (30) days' notice. Approved Job-Related courses will be subsidized at the rate of 100 percent for the cost of tuition, registration, administration and examination fees, after successful completion of the course. Approved Career-Related courses will be subsidized at the rate of 50 percent for the cost of tuition fees only, after the successful completion of the course, to a maximum of \$500.00 for any one course.
- c) Employees applying for reimbursement for Job-Related courses must make a request to their Director by filling out an "Application for Sponsorship of Education Course". Reimbursement for the course must be approved by the Director and any work-time required to attend the course must be approved before commencement of the course.
- d) Employees applying for reimbursement of Career-Related courses must make a request to their Director by filling out an "Application for Sponsorship of Education Course". Reimbursement for the course must be approved by the Director and any work-time required to attend the course must be approved before the commencement of the course.
- e) Approval of either Job-Related or Career-Related courses shall be at the discretion of the employer which shall not be unreasonably withheld subject to the applicability of the particular course, the availability of reimbursement funding, and the ability of the Employer to allow the employee time off, if necessary, to take the course.
- f) Courses approved by the Employer which exceed \$500 will be reimbursed subject to the following conditions and on the following basis:
- a) 50% upon completion of course, provided;
- i) The employee is continuously employed
  - ii) The employee applies in writing to Human Resources within six (6) months of successful completion of the course
  - iii) Proof of cost, payment and successful completion of the course are provided
- and -
- b) 50% one (1) year after successful completion of the course provided:
- i) The employee is continuously employed
  - ii) The employee applies in writing to Human Resources six (6) months of completion of the one (1) year period
  - iii) Proof of cost, payment and successful completion of the course are provided.

Pre-Paid Leave Plan

- 17.07 The pre-plan leave program, funded solely by the employee is subject to the following terms and conditions.



- (a) The plan is available to permanent full time employees wishing to spread three (3) years' salary over a four (4) year period or four (4) years' salary over a five (5) year period, in accordance with Canada Revenue Agency requirements, to enable them to take a one (1) year leave of absence following the three (3) or four (4) years of salary deferral.
- (b) The employee must make written application to the Director HR or 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) The number of employees that may be absent at any one time shall be determined by the Employer.
- (d) The timing of the start of the program will be determined on an individual basis, as approved by the Employer; however, once initiated the time frames are not negotiable. The leave will start exactly three years from the start of the salary deferral.
- (e) During the three (3) and/or four (4) years of salary deferral, 25% or 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan. Salary deferral earnings will not accrue interest in lieu of the incremental costs incurred by the Employer to administer this plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary 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 benefits shall be kept whole during the three (3) or four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating and will not be eligible for Life, ADD and LTD coverage. If the employee chooses to contribute to the pension plan for the leave year they will be responsible for both the Employer and employee contributions. Employees will not be eligible to participate in the disability income plan during the year of leave. The collective agreement's effect of absence clause will not apply to the leave period.
- (i) A employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Director HR or designate. Deferred salary will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. Applications by the employee for posted vacancies will not be considered within the one year immediately preceding the leave year.
- (l) The employee will be reinstated to her or his former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid 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 pre-paid leave program in accordance with Article 17.07 of the Collective Agreement.
- ii. The period of salary deferral and the period for which the leave is requested.
- iii. The manner in which the deferred salary is to be held.

## **Article 18 – Hours of Work, Schedules, Breaks and Reporting**

### Standard Hours

18.01 The normal hours of work for full-time employees shall be seven (7) hours per day, thirty-five (35) hours per week Monday to Friday, exclusive of a one (1) hour unpaid meal period.

Where the Employer determines an operational requirement for a full time 12-hr shift rotation, at Intake/Hospitals the positions will be posted and the following conditions will apply:

1. The position(s) will be scheduled for six 12-hour shifts in a bi-weekly pay period. During a twelve (12) hour shift employees will be provided with forty-five (45) minutes of paid break time and forty-five (45) minutes of unpaid meal break.
2. The incumbent(s) will receive regular salary for seventy (70) hours per pay period.
3. For the purpose of covering the employee's vacation or incidental absences shifts less than 11.25 hours may need to be scheduled.
4. It is expected that from time to time the employee may need to be scheduled or have an adjusted schedule on days off to attend necessary in-service programs.
5. Overtime will be paid at the appropriate rate after 67.5 hours worked in a pay period. Overtime must be taken in payment and cannot be taken in compensating lieu time unless overtime hours are accumulated and taken in blocks of 11.25 hr shifts.
6. Shift and weekend premiums will be paid at the applicable rates for the actual hours and time worked in accordance with the collective agreement.
7. Shifts worked on paid holidays will be paid at time and one-half and will not pyramid on any other premiums.
8. No employee shall work more than three (3) consecutive 12-hour shifts.
9. Other than premium for paid holidays worked, no additional payment will be made for the statutory and paid holidays. The payment for the statutory and paid holidays not worked is included in the 1.25-hour per week premium built in to this position, per #2 above. The employee will be entitled to two (2) floating holidays (11.25h x 2) with pay, per the qualifying provisions of the collective agreement. Paid holidays will be included as part of the regular schedule for incumbents on this shift. Paid holidays may be requested off per the scheduling language outlined in the collective agreement, using vacation, lieu or unpaid.
10. Vacation will accrue on an equivalent basis to regular full-time employees (eg. A normal annual vacation entitlement of 140 hours or four weeks would be equivalent to 135 hours for the incumbent in this position).
11. Seniority and service will accrue on the basis of 1820 hours paid is equivalent to one year.

12. Sick leave and vacation leave will be taken in actual hours taken.

### Breaks

- 18.02 A fifteen (15) minute rest period inclusive of any time taken away from the work area shall be granted to all employees approximately midway through each half of their regular workday with such times at the discretion of their immediate person employee reports to. Employees cannot elect on their own initiative to work through rest periods (or meal periods as outlined in this Collective Agreement), in order to shorten their workday etc. Employees who work less than one half (1/2) of a normal workday are not eligible for a rest period.

### Reporting

- 18.03 a) Employees who report for work at the regular starting time, who have not previously been notified not to report, and who are laid off for any reason such as inclement weather, equipment failure or material shortage will receive pay for a minimum of four (4) hours at their regular rate of pay. If the employees are told to report back in the afternoon and are again laid off for any reason, they will receive pay for a minimum of two (2) additional hours at their regular rate of pay.
- b) Employees who report late for their workday shall not be deducted any pay for a period of less than five (5) minutes. Pay will be deducted for periods of lateness of five (5) minutes or more to the nearest exact fifteen (15) minutes that is longer.

### Blended Shift – Equipment and Supplies Teams

#### 18.04

- a) The new shift schedule will include five (5) 11.5 hr. shifts and two (2) 8 hour shifts scheduled in a bi-weekly pay period.
- b) Staff working the 11.5 hr. shift will work 9:00 am to 8:30 pm. Staff will be provided with forty (40) minutes of paid break time and fifty (50) minutes of unpaid meal break.
- Staff working the 8 hr. shift will work 10:00 am to 6:00 pm. Staff will be provided with a one (1) hour unpaid meal break.
- c) The incumbent(s) will receive regular salary for seventy (70) hours per pay period.
- d) For the purpose of covering the employee's vacation or incidental absences shifts less than 10.70 hours may need to be scheduled.
- e) It is expected that from time to time the employee may need to be scheduled or have an adjusted schedule on days off to attend necessary in service programs.
- f) Overtime will be paid at the appropriate rate after 67.5 hours worked in a pay period. Overtime must be taken in payment and cannot be taken in compensating lieu time unless overtime hours are accumulated and taken in blocks of 10.70 for weekday shifts and in blocks of 7 hours for weekend shifts.
- g) Shift and weekend premiums will be paid at the applicable rates for the actual hours and time worked in accordance with the Collective Agreement.
- h) Shifts worked on paid holidays will be paid at time and one-half and will not pyramid on any premiums.
- i) No employee shall be scheduled for more than three (3) consecutive 11.5 hour shifts.

- J) Other than premium for paid holidays worked, no additional payment will be made for the statutory and paid holidays. The payment for the statutory and paid holidays not worked is included in the 1.25-hour per week premium built in to this position, per (d) above. The employee will be entitled to two (2) floating holidays (10.70 hrs x 2) with pay, per the qualifying provisions of the Collective Agreement. Paid holidays will be included as part of the regular schedule for incumbents on this shift. Paid holidays may be requested off per the scheduling language outlined in the Collective Agreement, using vacation, lieu or unpaid.
- k) Vacation will accrue on an equivalent basis to regular full-time employees (eg. A normal annual vacation entitlement of 140 hours or four weeks would be equivalent to 135 hours for the incumbent in this position).
- l) Sick leave and vacation leave will be taken in actual hours.
- m) Any and all terms and conditions of the Collective Agreement shall remain in full force and effect, except as amended by this Article.

### Scheduling

#### 18.05

- a) Schedules will be posted four (4) weeks in advance for a four (4) week period.
- b) Regular part-time employees will make their intention to work additional shifts known to the scheduling person in writing (email is acceptable) at least four (4) weeks prior to the posting of the schedule. Every reasonable effort will be made to accommodate requests for additional shifts on an equal basis among regular part-time and casual employees. Available shifts will be distributed fairly among the available qualified employees.
- c) The exchange of shifts between employees shall not result in overtime or other additional compensation not otherwise payable. The Employer shall not be held liable for any violation of the collective agreement arising out of the mutual exchange of shifts between employees.
- d) Employees who work normal daily shifts (7 hours) shall receive a minimum of twelve (12) hours off between shifts unless otherwise agreed.
- e) Regular part-time employee requests for specific shifts, days off or other scheduling requests shall be made in writing at least four (4) weeks prior to the posting of the schedule. Once a schedule is posted employees will be responsible to ensure that the shifts scheduled are covered by trading or finding alternate coverage, or must work the shift. Notification of traded shifts or replacements must be provided to the scheduling position within Human Resources, as soon as a change is made. Self-scheduling for replacements would not apply for emergency replacements, i.e. illness, family leave, bereavement.
- f) Casual employees must submit availability for a minimum of ten (10) shifts per month of which will include at least two (2) weekend shifts (Saturday and Sunday) wherein the employee will be scheduled for one (1) of the weekends shifts per month. All availability for shifts must be inclusive of hours 8:30 am to 8:30 pm. Availability shall be made in writing at least four (4) weeks prior to the posting of the schedule. Once a schedule is posted employees will be responsible to ensure that the shifts scheduled are covered by trading or finding alternate coverage, or must work the shift. Notification of traded or replacements must be provided to the scheduling position within Human Resources, as soon as a change is made. Self-scheduling for replacements would not apply for emergency replacements, i.e. illness, family leave, bereavement.
- g) Requests for Christmas/New Year's vacation and time off will be submitted by the 1<sup>st</sup> of October and the resultant schedule will be posted by the 1<sup>st</sup> of November. Reference Article 16.04 (a) for the scheduling of vacation requests.

- h) It is understood that the employer will not be required to offer shifts, which would result in overtime premium pay.
- i) When an employee accepts an additional shift, she/he must report for that shift unless arrangements satisfactory to the employer are made.

### Flexible Hours of Work

#### 18.06

The WWLHIN operates seven (7) days per week, including holidays. The normal hours of work for a full-time position is 8:30 – 4:30 with a 1-hour meal break, Monday to Friday. Where the employer requires altered shifts to meet client needs, the provisions of 19.06 (c) will apply.

The parties to the Collective Agreement hereby agree to a system of flexible hours of work as set out herein, provided no disruption to normal service required by the Employer is thereby created.

It is understood that different employee groups or occupational groups may have different work requirements and the application of flextime may vary within the Employer's employment.

- a) Overtime shall be those hours worked beyond the seven (7) hours in a day or 35 hours in the week as the case may be.
- b) **Permanent Flexible Schedule Request** - A request for hours of work other than normal scheduled hours shall be made in writing by the employee to his/her immediate person employee reports to, who shall give his/her reply to the employee on the form within a reasonable period of time and reasons for the decision as may be required including any possible alternative to flex hours requested.

Request for change can be for several reasons i.e.

- A need to work part of the week at normal business hours and part flex for family reasons
- A seasonal timetable influenced by hours of daylight

If the immediate person employee reports to subsequently determines that an approved flextime arrangement is not satisfactory, the immediate person employee reports to may initiate a change in the hours of work of the employee(s) affected. In such circumstances and on not less than one weeks' notice, the employee(s) will revert to normal business hours of work or to such other flexed hours that the employee(s) may agree.

- c) **Temporary Flexible Schedule Request** - Any temporary request from an employee to change hours of work shall be submitted at least **three** days before the change is desired, whenever possible.

Request for change can be for several reasons i.e.:

- A one day change for an appointment for medical or, personal reason
- d) Employees will have the option of including in their flex hours an alternative lunch period to the normal one hour so that the said break will last no more than 1 1/2 hours, (in 1/4 hour increments wherever possible) except as provided herein. The lunch break must be at least 1/2 hour in length and must be taken after no more than five hours of work as required by the Employment Standards Act. The lunch break may be taken between 11:00 a.m. and 2:00 p.m. in accordance with item 3 above.

In the event that Home and Community Care requires an employee to be available as late as 6:00 p.m. that employee may opt to take lunch break of up to 2 hours on that occasion.

- e) Whenever employees are competing for the prime flex hours or the most popular quitting time, a method of rotation will be established, if necessary, which is most suitable to the needs of the division/section so that all employees can have a fair opportunity to enjoy the prime flexed hours. Rotation shall be determined on a seniority basis with the most senior employee taking the first rotation, the next senior and so on.
- f) During periods of vacation or sickness, the flextime routine may have to be interrupted to ensure adequate service coverage. Cooperation of employees and management will be essential at those times.
- g) Any disputed request may be referred to a union - management meeting for discussion.

## **Article 19 - Premium Pay and Allowances**

### Overtime

- 19.01 a) All authorized hours worked in excess of the normal work day, the normal work week, or on a specified holiday, shall be considered as overtime and shall be paid for at the rate of time and one-half (1 1/2), except as herein after provided. Work performed on specified holidays will be paid at time and one-half (1 1/2) the basic rate, plus a paid lieu day off. Overtime work performed on Sundays or the second regular day off will be paid at double (2) the regular basic rate. Overtime work performed on Saturdays will be paid at time and one-half (1 1/2) the regular basic rate.

It is the intent of the foregoing that overtime will only be paid for time actually worked in excess of seven (7) hours as applicable, in the day.

- b) Division Heads may, at their discretion, allow compensating time off regular working hours at a mutually agreeable time in lieu of overtime payment when requested by the employee. Compensating time off will be on a time and one-half (1 1/2) basis for overtime hours worked and must be approved in writing by the employee's Division Head. The maximum amount of compensating time off which may be accumulated at any given time is 35 hours. Note - The parties agree the temporary increase in the maximum amount of compensating time off up to 70 hours will cease March 31, 2023. Any employee who has more than 35 hours after March 31, 2023 will maintain their compensating time off at that time. Requests to bank overtime over 35 hours will not be unreasonably denied when there are extenuating circumstances which require increased overtime opportunities in certain departments.
- c) Overtime rate will not apply for the first fifteen (15) minutes following termination of the regular workday. Should overtime exceed fifteen (15) minutes the foregoing payment shall be retroactive to the commencement of the overtime period. Overtime worked that terminates within fifteen (15) minute periods shall be paid to the nearest exact fifteen (15) minutes that is longer.
- d) It is agreed that any overtime will, where reasonably practical, first be offered to available qualified permanent full time employees within that classification and team by seniority on a rotational basis. However, if a sufficient number of qualified permanent full time employees cannot be obtained, then the Employer may offer the extra work to qualified regular part time or casual employees within that classification and team. If a full time or part time employee within that classification and team cannot be obtained the Employer may offer the extra work to a qualified full time, part time or casual employee.
- e) The Employer will offer overtime by seniority on a rotational basis to available qualified employees.

- f) Overtime shall not apply on work regularly scheduled on Saturdays or Sundays or when employees are scheduled to work Saturdays or Sundays to enable them to complete a full work week or when a change of scheduled work is arranged between employees, and is approved by the Employer, which may necessitate employees working hours in excess of the normal work week.
- g) Overtime for part time, temporary full time, casual and job shares will be paid after 70 hours in a pay period. It is agreed that overtime shall not apply to shifts up to twelve (12) hours in length unless such time exceeds 70 hours in the pay period.

Standard hours of work as outlined herein are stated only for calculating overtime and shall not be construed as a guarantee of any minimum or any maximum hours to be worked. Overtime and premium payments shall not pyramid in any circumstance(s).

#### Call-in

- 19.02 a) If employees are called in to work after having completed their regular workday and having gone home, they shall be paid a minimum of three (3) hours pay at the applicable overtime rate.
- b) When a call-in commences within two (2) or three (3) hours, as applicable prior to the start of a regular shift, the first two (2) or first three (3) hours, depending on whether or not the employee is on standby, will be at the appropriate overtime rate and the balance of the shift at regular rate. Call-in provisions do not apply to employees who are requested to start their shift early, if they have at least ten (10) hours' notice of early start. Call-in does not apply to planned overtime of which at least ten (10) hours advance notice has been given but such planned overtime not continuous with a regular shift shall be paid a minimum of two (2) hours at the appropriate overtime rate.

#### Stand-by call

- 19.03 a) Authorized employees who are scheduled for stand-by call shall receive \$3.00 per hour for all scheduled hours and all employees when called out on emergency calls will be paid a minimum of four (4) hours at the regular rate. To clarify, the on call premium will not be paid for worked hours that are paid at the regular rate of pay. Such employees shall be provided with company phone or similar device and must report by telephone within fifteen (15) minutes of being called, at which time they will be considered as being on duty.
- b) All stand-by responses are considered emergencies until assessed otherwise. The employee on stand-by shall respond without undue delay.
- c) Employees on stand-by shall be paid mileage at the applicable rate for travelling to and from their residence or place where the call was received, provided it was within Regional boundaries, to the normal reporting location or the scene of the incident.

If employees on stand-by are contacted while outside the Regional boundary, claimable mileage would be based on the distance from the boundary to the reporting location.

#### Pay for work communications

- d) Where an employee receives a "work" telephone call outside their normally scheduled hours of work, the employee shall be paid premium pay (i.e., one and one half times their regular rate of pay) for the actual time of the calls to the next increment of one quarter (1/4) hour.

If an employee receives more than one (1) call within the first fifteen (15) minutes or needs to make/receive several calls to respond to the issue, the time to be compensated will be rounded up to the next quarter (1/4) hour at the conclusion of the group of calls.

#### Meal Allowance

19.04 Where an employee works three (3) or more hours overtime continuous with the regular working day, such an employee shall be eligible for a meal allowance of eleven (\$11.00) dollars. Payment of this meal allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

#### New Mentorship

19.05 Effective the first pay period after ratification, where the Employer assigns an Employee to a mentor or preceptor role, they will receive a premium of sixty cents (\$0.60) per hour.

#### Temporary Assignments

19.06 Permanent full-time employees assigned to perform the essential duties continuously for one full day or more in a higher rated category shall, be paid the rate for the job classification being performed, subject to the following guidelines.

- a) The assigned employee shall be paid at the rate of the higher rated job so that the rate is at least 4% more than their current salary except that under no circumstances will an employee actually working in a higher category under this Clause 19.05, receive more than the maximum rate in the higher category.
- b)
  - i) In the event the assigned employee works a sufficient number of full days in the assigned higher rated job and thereby accumulates the required time that would normally move an employee from one increment level to another in the assigned higher-rated job if the employee were normally posted in that job, the employee shall be given credit for such days and will be paid at the next higher increment level of the assigned higher rated job.
  - ii) Paid vacation days or paid bereavement leave days would not cause loss of continuity under this clause; however, the required number of days would still have to be worked.
- c) Should an employee be temporarily assigned by the employer (not through a posting process) to a lower rated job their present rate of pay shall continue.
- d) This Article does not apply to an employee assigned to duties in a higher rated category for training purposes only.
- e) This Article does not apply to an employee working in a float position temporarily assigned to cover a higher or lower rated job.

#### Shift Premiums

- 19.07 a) Employees working shifts other than the standard hours of work shall receive a shift premium of one dollar and fifty cents (\$1.50) for all hours worked after 4:30 pm Monday to Friday. Effective January 1 2014, the rate shall be one dollar and seventy cents (\$1.70).
- b) When employees work overtime as a continuation of their day shift or are called in outside of their normal hours, they shall not receive shift premiums.



- c) When a shift is established, shift work will be offered to all employees of the classification required for the shift work. The most Senior employee requesting the shift will be assigned to the shift providing the employee possesses the necessary skills, qualifications and abilities to perform the work available. If no employees request the shift, the work will be assigned to the most qualified junior employees. In the event an experienced employee is required on a shift, the Employer and the Union will discuss how that can be accomplished.
- d) Employees working on Saturdays and/or Sundays shall receive one dollar and fifty cents (\$1.50) per hour for all hours worked. Effective January 1 2014, the rate shall be one dollar and seventy cents (\$1.70).
- e) Employees who choose to flex or compress their workweek will not be paid shift premiums unless the hours worked would attract a shift premium as scheduled by the Employer.
- f) Shift premiums will not apply where the overtime premiums do apply.

## **Article 20 - Absence from Work**

- 20.01 Whenever possible employees who are unable to assume their normal duties on any working day, must notify the Employer prior to or within sixty (60) minutes of the commencement of their regular work day.
- 20.02 a) An employee who is absent by reason of personal or family illness and whose absence is in excess of three (3) consecutive working days, may be required to furnish a medical certificate pertaining to the current medical condition that has caused this leave, which states any medical limitation/restrictions and prognosis for return to work, from a duly qualified medical practitioner, oral surgeon, chiropractor for each such absence. Medical certificates shall be required for absences greater than five (5) days. When a medical certificate is requested by the employer, the cost of this certificate will be paid for by the employer. In each case the certificate is to be submitted to the immediate person employee reports to or division head by the employee no later than the end of the pay period following that in which the absence occurs.
- b) Wherever possible, employees must notify their immediate person employee reports to and/or division head during the normal workday at least the day before or on the same day prior to the start of their workday of their intentions to return to work.
- 20.03 a) Employees who are absent from duties by reason of illness, injury, or accident must furnish a medical certificate signed by a duly qualified medical practitioner to their person employee reports to prior to returning to full-time duties, if either or both of the following situations are evident:
  - i) The absence, regardless of reason, is for a continuous period in excess of twenty-one (21) calendar days.
  - ii) The absence results from an accident, injury or incapacity to the body or any part thereof.

The medical certificate furnished must identify restrictions or limitations if any, that would prevent the employee from fulfilling their regular duties so accommodations can be provided.
- b) The Employer shall have the right at any time to require that an employee who is absent on account of sickness be examined by the Employer's medical examiner, or by another physician selected by the Employer.

- 20.04 Employees, who are not satisfied with their rating following such an examination, will have the right to be examined by their own physician. If the report on the employees' physical is contrary to the first report, they will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete the standard medical examination form but will not be informed of the reason for such examination. The results of such examination shall not be disclosed to the Employer without the consent of the employee who may wish to use the same in support of a claim for special consideration. If the employee allows the results to be disclosed to the Employer, a decision of the majority will be binding. If the employee does not allow the results to be disclosed to the Employer, the decision of the physician used by the Employer shall be binding.

#### Modified Duties

#### Rehabilitation and Modified Work

- 20.05 It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption and/or continuation of an active role in the workplace.

##### i) Return to Work and Job Security

- a) An employee, who because of illness or injury, remains off work due to sick leave or an L.T.D. claim or a W.S.I.B claim shall retain and continue to accumulate seniority.
- b) Should an employee be capable of performing the essential duties of their former position, the Employer shall return the employee to his or her former position. Should an employee not be capable of returning to their former position, and who are capable of returning to work in another capacity, the Employer and the Union shall jointly determine the suitable placement of any employees on sick leave, L.T.D. or W.S.I.B in conjunction with their job accommodation plan. Failing agreement on suitable placement, the employee shall at all times retain their right to bump a less senior employee in any other classification.
- c) A Union representative shall be offered to employees when meeting in regard to any return to work, accommodation, or modified work.

##### ii) Modified Duties

- a) This Clause provides a modified work program to assist in the rehabilitation of employees who may or may not have been absent from work due to illness or injury.
- b) Objectives of the Program:
  - i) To restore an ill or injured employee to his/her fullest possible occupational and economic capacity.
  - ii) To provide an employee with an effective setting for work accommodation and work rehabilitation following illness or injury.
  - iii) To accommodate and/or rehabilitate an ill or injured employee in his/her original position or job, wherever feasible, or to accommodate the employee in another position or job.
- c) Definitions:

**Modified Work** - Altering a work condition or requirements to better match the employee's medical restrictions that the employee may perform safely without unreasonable risk of injury or

re-injury to self or others and to assist in the rehabilitation of the employee. The altering of a work condition may include part-time hours.

**Suitable Work** - Work that is different from the employee's regular work and that has been specifically designed or designated to accommodate an employee's medical restrictions.

- d) Any employee who has sustained an occupational or non-occupational illness or injury that prevents him/her from performing the essential duties of their regular job shall be eligible to participate in this program.
- e) At the request of either party, the Employer and the Union shall jointly determine the design of modified work or duties based on medical information for an employee who is off work due to illness or injury. The Employer and the Union shall determine the wage rate, if not the employee's former wage rate in accordance with approval and medical restrictions of the attending physician.
- f) Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit that are consistent with their restrictions.
- g) The modified work assignment must be productive and meaningful to both the Employer and the employee. The modified work assignment must suit the medical restrictions, education and training/experience of the employee. Medical restrictions will be determined by the employee's attending physician(s).
- h) At the discretion of the Employer, employees who have sustained an occupational or non-occupational illness or injury may be entitled to training opportunities at the employer's expense so they can obtain the qualifications required for positions in the employ of the employer, that are suitable to their medical restrictions where it is reasonable to do so. At the employee's request any and all medical information relevant to the case with the employee's authorization can be provided to the Union representative.

20.06 Employees who are unable to work because of compulsory quarantine imposed in writing, by the local Medical Officer of Health shall be entitled to treat the time lost as illness and be on paid sick leave to the extent of their sick leave credits. It is understood that this arrangement applies only to the period of quarantine, which is officially imposed in writing by the local Medical Officer of Health.

20.07 The parties agree that influenza vaccinations may be beneficial for clients and employees. Upon a recommendation pertaining to a facility to which our employees attend or a specifically designated area(s) thereof, or to specific staff, from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) Employees shall subject to the following, be required to be vaccinated for influenza.
- b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- c) The employer recognizes that employees have the right to refuse any required vaccination
- d) If an employee refuses to take a vaccine required under this provision, she or he may be reassigned or placed on an unpaid leave of absence during any influenza outbreak that affects the workplace of the employee until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

- e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period.
- f) If an employee becomes ill as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to employees free of charge.

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

- 20.08 In an emergency situation flexibility will be necessary to meet the demands of the emergency. Management will work closely with the union on emerging issues related to staff deployment and scope of the bargaining unit. The precautionary principle related to staff health and safety will be a priority within the context of providing appropriate client care.

Emergencies are defined as situations, or the threat of impending situations, abnormally affecting property and the health, safety and welfare of the community or our agency, which by their nature or magnitude require a coordinated response by our entire agency or a number of agencies.

## **Article 21 – Health and Safety**

- 21.01 The Employer and the Union hereby acknowledge their commitment to health and safety in the workplace. The Employer shall observe all reasonable precautions and will provide the necessary safety devices or appliances that may be required for the protection of its employees. Employees will co-operate by complying with safety practices.
- 21.02 The Employer agrees that employees shall be provided with special protective clothing necessary as specified by the Occupational Health and Safety Act.
- 21.03 As specified in the Occupational Health and Safety Act, the parties agree to establish a functioning joint Occupational Health and Safety Committee, to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.
- 21.04 As specified under the Occupational Health and Safety Act, the parties will select at least one worker and one management member to be trained as certified representatives. The certified member will be charged jointly with the duty of ensuring a safe and healthy work place. CUPE Local 791 will select the certified worker representative.
- 21.05 The Employer will provide a paid leave of absence totaling 8 days per year for union members to obtain safety training.
- 21.06

- a) The number of CUPE Local 791 Health and Safety Representatives and/or Joint Health and Safety Committee membership shall be as follows:

Kitchener (Main) - Weber Street South - (1 Health and Safety Committee member)  
Cambridge - Water Street (1 Health and Safety Representative)  
Hospital - (1 Health and Safety Representative)  
Guelph – Stone Road West (1 Health and Safety representative)

CUPE 791 members working at off-site Hospital offices will be represented by the Hospital Joint Health and Safety Committee.

- b) Members of the Joint Health and Safety Committee and Health and Safety Representatives will

meet minimum competency standards as set out in the Occupational Health and Safety Act. The parties affirm their commitment to provide Health and Safety education workshops for committee members from a variety of training sources.

- c) The parties will develop terms of reference for operation of the Joint Health & Safety Committee.
- d) The Joint Health & Safety Committee will facilitate the exchange of minutes of meetings and information between the Joint Health and Safety Committee and the Health and Safety Representatives in locations without committees.
- e) The Joint Health & Safety Committee will actively promote Health and Safety issues in the workplace.

Article 22 - Health and Welfare Benefits

Employee Benefit Program

22.01 The Employer will pay one hundred percent (100%) towards the cost of the following benefits as outlined in articles 22.02, 22.03, 22.04, and 22.05, which must be read subject to the conditions of the carriers.

The Employer may change carriers from time to time, provided that the benefits will at least be equivalent to those now in effect. This does not apply to OHIP or any plan mandated by law. The Employer's liability shall be limited solely to the proper payment of the premiums. However, the employer will assist employees in dealing with the carrier on issues related to claims and coverage.

22.02 The benefits available are:

- A. Ontario Health Insurance Plan (OHIP) or an equivalent successor plan.
- B. Group Life Insurance Plan equivalent to two (2) times annual earnings to nearest one thousand dollars (\$1,000.00) that is higher.
- C. The Employer will continue to provide EHC, Dental, Life, and AD&D benefits for employees who are working and are eligible under this collective agreement. Pension contributions and all eligible statutory contributions will continue to be made as appropriate.

Major Eligible Expenses Include:

Limits

Vision care	Effective January 1, 2023 – increase Vision from \$400 to \$415/24 months, may be used for laser surgery
Semi-private hospital room	
Out of Province emergency medical insurance	
Supplementary health care:	
Massage therapy	\$750.00/year
Chiropractor, osteopath, naturopath, podiatrist	
acupuncture	\$350/year each discipline
Psychologist	\$750/year

Effective January 1, 2024 – Increase Osteopath coverage to \$500/year

Effective January 1, 2024 – Increase Podiatrist coverage to \$500/year

As Prescribed by a Physician:

Prescription drugs – drug card with a cap of \$10 dispensing fee per prescription, generic substitution required unless otherwise indicated by physician	
Private duty nursing	\$25,000/year
Physiotherapist	
Speech language pathologist	\$250/year
Lab and x-ray exams	
Wigs - chemo/radiation therapy	
Alopecia	\$500/life
Trusses, braces, crutches, etc.	\$350/year
Blood, plasma, oxygen	
Rental of iron lung, hospital bed, wheelchair	
Artificial eyes, limbs, ambulance	
Neovisc and Synvisc treatments	

As Prescribed by an Otolaryngologist:

Hearing aids

\$1000/3 years

As Prescribed by a Podiatrist or Physician:

Orthopaedic shoes

\$150/year

- c) Extended Health Care Plan
- d) Benefit coverage is continued for spouse of deceased employee for twelve (12) months.
- e) Deductibles of ten (\$10.00) dollars single and twenty (\$20.00) dollars family will apply, with 100% being paid after the deductible is satisfied. Human Resources Development Canada (formerly the Unemployment Insurance Commission) allows the Employer a credit against Employment Insurance premiums because of the Employer's sick leave plan, and it has been agreed that this credit, as it applies to employees in this Union, is to be used to delete the deductibles of \$10.00 and \$20.00 for the Extended Health Care Plan, while the credit continues to be received.

Long Term Disability Plan

22.03 The Long-Term Disability plan pays seventy (70%) percent of an employee's normal monthly salary at the time of commencement of the leave if they are incapable of performing any kind of work because of illness etc., after a seventeen (17) week (119 calendar days) waiting period or when the employee's sick leave credits are exhausted, whichever is the greater. Employees will accumulate seniority and service to a maximum of twenty-four (24) months.

- a) A pre-existing condition is a sickness or bodily injury for which you have received medical treatment, care or services (including diagnostic measures), consulted a Physician or been prescribed medication during the six months prior to the date of hire.
- (b) Where an employee is determined by the LTD Carrier to be totally disabled from performing the duties of any occupation the employee shall apply to HOOPP and CPP for available disability pension coverage.

Dental Plan

- 22.04 a) The Employer will provide a basic dental plan through a carrier of the Employer's choice, which is similar to the plan now in effect. Dental recall changes from six (6) to nine (9) months for adults.
- b) The Employer shall provide a major restorative rider to provide for major reconstruction of teeth that have deteriorated and the replacement of teeth with crowns, bridges or dentures on the basis that the insurer and the employee will each pay one half (1/2) the total cost of the treatment(s), but in any event, the insurer's share not exceed \$3,000.00 in any one year.

Effective January 1, 2024 – Include implants in Major Restorative

- c) The Employer shall provide a rider to the plan to provide for orthodontic services to a lifetime maximum of \$3,000.00 per person with fifty percent (50%) of the cost of the treatment paid by the employee and the remainder provided by the plan.

Accidental Death and Dismemberment Insurance

22.05 Insurance equivalent to two (2) times annual earnings to nearest one thousand dollars (\$1,000.00) that is higher.

Sick Leave Plan

- 22.06 a) On January 1<sup>st</sup> of each year, eligible full-time employees shall be given a bank of eight (8) non-cumulative 100% paid sick days (prorated for part years). Upon this bank being exhausted, further sick days will be paid at 75% for up to 17 weeks.

Former Waterloo employees who currently hold a sick bank will continue to maintain their sick bank, frozen at the date of ratification. For sick days over the annual allocation of eight (8) non-cumulative days, additional sick time will be paid at 100% until the frozen sick bank is exhausted. Additional sick days will be paid at 75% up to 17 weeks.

- b) Service does not include unpaid leave of absence exceeding thirty (30) calendar days. Absences due to pregnancy or parental leaves are not considered unpaid leave of absences for the purposes of this clause. The maximum absence for pregnancy leaves is seventeen (17) weeks and the maximum for parental leave is thirty-five (35) weeks.
- c) Service for all purposes in this clause shall commence from the date of last hire as a full-time employee.
- d) Medical certificates may be required to authenticate absences greater than three (3) days and shall be required for absences greater than five (5) days.
- e) Family Leave - Permanent full-time employees are entitled to utilize up to five (5) days of sick leave in a calendar year, for the purpose of arranging, caring or to accompany them to medical appointments for their spouse, dependents or parents. This will be administered the same as personal sick time, in incremental amounts of time.
- f) Sick leave credits for all CUPE employees will not accumulate for any purpose other than sick leave and care leave as described in e) above. For further clarification, sick leave credits will not accumulate for payout purposes for any CUPE employee after the date of ratification.

Employee's Pension Plan

- 22.07 All permanent full-time employees must immediately participate in the Hospital of Ontario Pension Plan (HOOPP).

Temporary full-time and part-time employees may be eligible for participation in HOOPP provided certain criteria as established in the Pensions Benefits Act amendments are met by the employee and the employee opts to participate. Enrolment and contributions to the HOOPP plan are in accordance with the rules and regulations of the plan as amended from time to time.

Enrolment in the pension plan for temporary full time and part time employees will result in a reduction in the payment in lieu by an amount equal to the employer's contribution to the plan on behalf of the employee.

- 22.08 The Employer will not participate either in full or in part toward the premium cost for any part of the employee benefit program when an employee is off unpaid for any reason in excess of thirty (30) calendar days except for:
- 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 W.S.I.B. or Long Term Disability, subject to Article 8.06, for a period of time equal to the length of their seniority at the time of the commencement of the absence, or for thirty (30) months, whichever is the lesser.



- d) An employee on layoff, to a maximum of six (6) months, subject to the provisions of Article 8.06.

If the Employer does allow an employee to continue benefits beyond the thirty (30) calendar day period, then arrangements suitable to the Employer must be made with Human Resources before expiration of the thirty (30) calendar 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) calendar days.

- e) An employee, who is on unpaid leave in excess of 30 days, but is awaiting the initial WSIB or LTD adjudication of their claim. In the event the claim is denied benefits will cease at the end of the current month.

#### Payment in lieu of benefits:

#### 22.09

Temporary Full Time - 13%  
Part Time and Casual - 13%

Percentage in lieu covers the following:

- Paid holidays
- Sick Leave Plan
- Health & Welfare Benefits
- Pension

Enrolment in the pension plan for temporary full time and part time employees will result in a reduction in the payment in lieu by an amount equal to the employer's contribution to the plan on behalf of the employee.

#### Retirees Benefits

22.10 Permanent full-time employees who voluntarily retire on an early Hospital of Ontario Pension Plan (HOOPP) pension (i.e. not a disability pension) after attaining age 55, will be eligible for health and welfare benefits, subject to all of the following mandatory conditions:

- a) The benefits available will only be:
- Extended Health and Supplementary benefits
  - Dental
  - Life Insurance of two times the initial HOOPP annual pension, rounded to the next even thousand dollars that is higher.
  - Accidental Death and Dismemberment to a maximum of two times the initial HOOPP annual pension, rounded to the next even thousand dollars that is higher.
- b) Coverage shall always be subject to the conditions prevailing between the Employer and its carriers, on behalf of CUPE Local 791.
- c) The Employer will pay 90% of the total cost of these benefits, and the Employee pays 10% for those employees who retire after January 1, 2010.
- d) Retirees may opt out of any of EHC, Dental, Life Insurance or AD&D with written notice to the Employer.
- e) All benefits will cease effective:
- i) The last day of the month in which the employee attains age 65, or;
  - ii) In the case of the employee's death;

- Re-employment of their spouse
- Re-marriage/or common law relationship entered into by their spouse
- The last day of the month in which the employee would have attained age 65.

### **Article 23 - Copies of Agreement**

23.01 The Agreement shall be printed in a form mutually agreed to between the parties.

### **Article 24- Bulletin Board**

24.01 Bulletin boards shall be provided in locations to be mutually agreed upon. The Union shall have the right to post general notices of union activities but shall not however, post notices of a political, civic or personal nature.

### **Article 25- Salaries/Wages - Travel Allowances**

25.01 Classifications and salary/wage rates as set forth in Schedule "A", which is attached hereto, form a part of this Collective Agreement.

Effective January 1, 2022 – increase wages 1% across the board with retroactive application  
Effective January 1, 2023 – increase wages 1% across the board  
Effective January 1, 2024 – increase wages 1% across the board

All retroactivity to be paid within 60 days of ratification by both parties to employees as of the date of ratification.

Pay Equity has been achieved on the wage rates set forth in Schedule "A".

- 25.02 a) Authorized employees who use their personal automobile in the performance of their duties will receive \$.49 for each authorized kilometer effective upon ratification of the central agreement. If during the life of the collective agreement, the employer's ONA collective agreement includes a higher rate, CUPE members will be reimbursed at the higher rate.
- b) Part time, job share and casual employees will not be paid mileage to travel to and from the work location assigned unless they are traveling to a different work location in the same day.
- c) Claims will be submitted in kilometers only. Payments will be made upon receipt of monthly travel claims fully completed and approved by the appropriate person employee reports to for the purposes of the claim form, conversion from miles to kilometers shall be accomplished by using a factor of one mile equals 1.6 kilometers.

### **Article 26 - Federal and/or Provincial Job Creation Projects, Employment Development Programs, or Other Such Programs**

26.01 Should the Employer participate in any of the Job Creation Programs, Employment Development Programs, or other such programs, the following is agreed to:

- a) No full-time employee shall lose their job, be laid off or have their conditions of employment affected as a result of these programs.

- b) The work to be done, where possible, will be over and above normal scheduled work. For further clarity, were it not for the availability of funding, the work assigned to employees hired under any of these programs would not otherwise be performed.
  - c) Employees hired under any of these programs would be considered as temporary full-time employees under the Collective Agreement.
  - d) All necessary personal safety equipment will be issued as required; however this does not include uniform and/or clothing, which will not be issued.
  - e) Salaries will be in accordance with Article 27.04.
- 26.02 No job creation programs will be introduced in a department while any employees in the bargaining unit, within the department, are on lay off.
- 26.03 At least 10 working days prior to an employee commencing a Job Creation Program with the Employer, Human Resources shall inform the Union in writing of the name of the employee, the department and location of the placement, the duration of the program and the nature of the job duties to be performed.
- 26.04 Employees hired under Job Creation Programs, Employment Development Programs, or other such programs:
- a) These employees will receive ten (10%) per cent less than the start rate for the classifications they are hired into or assigned.
  - b) These employees will not progress through the range beyond the start rate.
  - c) They will work the normal hours of the job they are hired into or assigned.

## **Article 27 - Workplace Safety Insurance Board**

- 27.01 An employee receiving W.S.I.B. payments shall accumulate seniority and be entitled to all benefits of this agreement subject to the provisions of Article 22.
- 27.02 The Employer agrees that an employee who is injured while at work, shall, upon return to work, be reinstated to the position, shift, and rate held at the time of the injury provided the employee is capable and qualified to perform the former employment. The Employer will apply the modified duties plan subject to the abilities of the injured employee and the work available.
- 27.03 The Employer agrees to supply the Union with a copy of the W.S.I.B. Form 7.
- 27.04 In the event of an employee's absence due to sickness or injury, said employees will be eligible to receive benefits under the Employer's sick leave plan until such time as their sick leave credits are exhausted, regardless of the cause of the sickness or injury. W.S.I.B. payments shall be reimbursed to the sick leave plan if the Employer receives the W.S.I.B. payments when the claim is approved.
- 27.05 Where employees are absent and in receipt of W.S.I.B. payments, the Employer will top up the difference between the compensation payments and their regular salary or wage until such time as their 100% sick leave credits are exhausted. Sick leave credits shall be debited by one (1) hour's pay for each such day of absence on their normal working days.

It is understood that the foregoing is premised on the compensation payment coming direct to the Employer as is the existing practice. Should the compensation payment go directly to the employee for whatever reason, the foregoing will still apply, providing the employee immediately

turns the cheque over to Human Resources when it is received. Failure to turn the cheque over as required will result in an immediate cancellation of any withdrawals whatsoever from sick leave credits, and the Employer will not make up the difference as stated above, for the length of the instant claim.

- 27.06 The Employer undertakes to notify injured employees when their sick leave credits are nearing exhaustion and the Employer will inform the W.S.I.B. to redirect the compensation payments to the employee.

## **Article 28 - Technological Change**

- 28.01 Technological change shall be defined as a change as a result of introduction of equipment, materials or processes different in nature to that previously utilized which negatively affects employment status (e.g. position declared redundant, wage rate goes up or down) of one or more employees.

No person shall be deemed unqualified if Employer has provided insufficient training. Therefore, the Employer agrees that where it introduces new skills or technology in the office it shall provide training to the employees. No employee shall be considered unqualified until such training is completed.

- 28.02 When the Employer is considering the introduction of technological change the Employer shall notify the Union as far as possible in advance of its intentions and plans. At least forty-five days in advance of the introduction of the change the Employer shall provide the Union with an outline of the change.

- 28.03 The notice and outline in 29.02 shall be given in writing and shall include the nature of the change, the date of the proposed change, and the approximate number and location of the employees likely to be affected.

- 28.04 The parties shall meet to discuss the following options, for any employee who is negatively affected by technological change as defined in 29.01 above, or who is affected by displacement as a result of technological change:

- a) Placement in a vacant position of equal or lesser classification for which the employee possesses the qualifications, abilities and skills.
- b) Bumping any less senior employee, provided the employee already possesses the necessary skills, qualifications and abilities to perform the work available without training other than familiarization of no longer than five (5) working days. Employees shall be allowed to bump to a higher paid classification.
- c) Training, at the Employer's expense that can be completed within 140 hours, to provide the employee with the skills required by the new method of operation, or to fill an existing vacancy of equal or lesser classification.

- 28.05 No employee shall be hired into the bargaining unit by the Employer until all qualified employees affected by the technological change have been considered for the vacancy.

## **Article 29- Performance Development System**

- 29.01 The Performance Development System provides a framework for ongoing communication between employees and their persons employee reports to s regarding the employees' job performance and satisfaction. Performance appraisals will be used for employee development purposes only. Performance appraisals shall not be used by the Employer to adversely affect the employee's promotional opportunities or as the basis of discipline.

- 29.02 Performance appraisals will be conducted on a regular predetermined schedule. The performance appraisal interview is a two-way dialogue that will include an opportunity for the employee to provide feedback to their person employee reports to on a voluntary basis. An employee shall be given at least five (5) working days' notice of the performance appraisal meeting.
- 29.03 The criteria used to evaluate an employee's performance in the performance appraisal must reflect the job the employee performs as it relates to the departmental goals and values. Where an employee indicates satisfaction with their current position and does not express an interest in future promotion or advancement, these statements or views shall not be construed against the employee in any respect. Such opinions or views of the employee may be subject to change at a future date. An employee's comments on their performance appraisal shall not be the sole factor considered in determining which employees shall be given training opportunities.
- 29.04 The employee shall be given a copy of any performance appraisal before it is placed in their file. The employee shall have the right to respond in writing to the performance appraisal, and such response shall form part of the employee's file.

### **Article 30 - Job Share Program**

- 30.01 The intent of a job sharing agreement is to provide the opportunity for employees to share a full-time position. The following will apply to any job sharing arrangement.
- 30.02 The number of job sharing arrangements will be subject to mutual agreement between the Employer and the Union.
- 30.03 Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full-time employee who wishes to share the position.
- 30.04 Vacancies
- (a) Upon the termination of the job sharing arrangement, the position will revert back to a full-time position.
  - (b) If both applicants to a job share are full-time, the job share position need not be posted. The resulting full-time position shall be posted in accordance with the Collective Agreement.
  - (c) If a job share partner is not identified at the time the job share application is made, the other portion of the job share position shall be posted and filled in accordance with the Collective Agreement.
  - (d) If one of the job sharers leaves the position, the remaining job sharer will have the opportunity to convert the position to full time. If both the remaining job sharer and the Employer wish to continue with the job sharing arrangement, the vacated portion of the job share will be posted and filled in accordance with the Collective Agreement.
  - (e) In the case of two or more vacant job shares in the same classification there will be no expectation to recruit externally; the two vacancies will be posted internally. If there are no successful internal candidates the two remaining employees will be partnered. Where the partners cannot agree on which position to share, seniority will be the deciding factor.
  - (f) Where there is no successful applicant to a vacant portion of a job share position, the position shall revert to its full-time status. If the remaining job sharer does not wish to continue in the full-time position they apply to any posted vacancies or displace the least senior job sharer in the same classification unless there is no job sharer junior to them in the classification in which case they could displace the least senior job sharer in the bargaining unit unless there is no job sharer in the bargaining unit junior to them in which case they would convert their status to casual part-time.

- (g) If one of the job sharers leaves the position for a temporary period, the remaining partner will be offered the opportunity to revert the position to full time for the temporary period or the position will be posted for a temporary job share partner. If no internal temporary job share partner is found, the job share vacancy will be assigned to staff who do casual or floating shifts for the temporary period.

#### 30.05 Review

The Employer and the employees involved retain the right to assess the job sharing arrangement on an ongoing basis.

#### 30.06 Termination

Either party may discontinue the job sharing process with sixty (60) days' notice. The Employer may exercise this right only after the completion of a review as identified in the previous paragraph. Upon receipt of such notice a meeting will be held between the parties to discuss the discontinuation. It is understood that such discontinuation will not be unreasonable or arbitrary. It is further understood that it is not unreasonable to discontinue job sharing if its costs are greater than the costs for a regular full-time position and those excess costs are not outweighed by the benefits of job sharing to the Employer.

#### 30.07 Treatment Exceptions

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

- (a) Work one half of the total number of hours of the full-time position, or such other amount as may be agreed by all the parties, with the actual schedule of work to be determined by the employees involved, subject to approval by the Manager.
- (b)
  - i) Ensure both members of the job share team are fully informed in respect of each others work, and those WWLHIN communications that are not generally distributed but rather are only issued to attendees at individual meetings.
  - ii) For meetings, only the employee who is scheduled to work that day will be required to attend. Their partner shall be responsible to keep themselves abreast of the meeting details.
  - iv) If the partner not scheduled to work wishes to attend the meeting, they may attend with the approval of the Manager and will be paid at straight time rates.
  - v) New job share lines will be expected to cover their partner's planned short-term absences of up to four weeks duration. If, because of unavoidable circumstances, one cannot cover the other, the Manager must be notified as soon as possible to arrange coverage.

### **Article 31- Term of Agreement**

- 31.01 This Agreement shall become effective as of January 1, 2022 and shall remain in force until December 31, 2024 and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend this Agreement; such notice to be given within the period of ninety (90) calendar days before the expiry date of this Agreement.

## Schedule "A"

### Employee CUPE Grid

SCHEDULE "A"

Updated November 2022

EMPLOYEE CUPE GRID

\*Pay Equity has been achieved. The pay equity gap has been closed, effective April 1, 2003.

Position Title		January 1, 2021		2022		2023		2024	
		Hourly	Annual						
<b>GRADE 1</b>									
	Start	18.71	34,052	18.90	34,398	19.09	34,744	19.28	35,090
	12 Mth	20.01	36,418	20.21	36,782	20.41	37,146	20.61	37,510
	2 Yrs	21.28	38,730	21.49	39,112	21.70	39,494	21.92	39,894
<b>GRADE 2</b>									
Receptionist	Start	19.99	36,382	20.19	36,746	20.39	37,110	20.59	37,474
	12 Mth	21.33	38,821	21.54	39,203	21.76	39,603	21.98	40,004
	2 Yrs	22.70	41,314	22.93	41,733	23.16	42,151	23.39	42,570
<b>GRADE 3</b>									
Clerk Admin Float	Start	21.23	38,639	21.44	39,021	21.65	39,403	21.87	39,803
Clerk - Accounts Payable	12 Mth	22.65	41,223	22.88	41,642	23.11	42,060	23.34	42,479
	2 Yrs	24.10	43,862	24.34	44,299	24.58	44,736	24.83	45,191
<b>GRADE 4</b>									
Team Assistant	Start	22.43	40,823	22.65	41,223	22.88	41,642	23.11	42,060
	12 Mth	23.96	43,607	24.20	44,044	24.44	44,481	24.68	44,918
	2 Yrs	25.50	46,410	25.76	46,883	26.02	47,356	26.28	47,830
<b>GRADE 5</b>									
Program Assistant	Start	23.75	43,225	23.99	43,662	24.23	44,099	24.47	44,535
Communications Assistant	12 Mth	25.37	46,173	25.62	46,628	25.88	47,102	26.14	47,575
Patient Experience Assistant	2 Yrs	26.99	49,122	27.26	49,613	27.53	50,105	27.81	50,614
<b>GRADE 6</b>									
Facilities Maintenance	Start	24.96	45,427	25.21	45,882	25.46	46,337	25.71	46,792
Scheduling Clerk	12 Mth	26.68	48,558	26.95	49,049	27.22	49,540	27.49	50,032
	2 Yrs	28.39	51,670	28.67	52,179	28.96	52,707	29.25	53,235
<b>GRADE 7</b>									
IS Technician	Start	26.85	48,867	27.12	49,358	27.39	49,850	27.66	50,341
I&R Assistant	12 Mth	28.65	52,143	28.94	52,671	29.23	53,199	29.52	53,726
Health Systems Coordinator	2 Yrs	30.48	55,474	30.78	56,020	31.09	56,584	31.40	57,148
Contracts Coordinator									
<b>GRADE 8</b>									
Facilities Coordinator	Start	28.79	52,398	29.08	52,926	29.37	53,453	29.66	53,981
Decision Support Analyst	12 Mth	30.69	55,856	31.00	56,420	31.31	56,984	31.62	57,548
	2 Yrs	32.70	59,514	33.03	60,115	33.36	60,715	33.69	61,316
<b>GRADE 9</b>									
Business Process Coord	Start	30.63	55,747	30.94	56,311	31.25	56,875	31.56	57,439
Business Intelligence Specialist *	12 Mth	32.75	59,605	33.08	60,206	33.41	60,806	33.74	61,407
	2 Yrs	34.85	63,427	35.20	64,064	35.55	64,701	35.91	65,356
<b>GRADE 10</b>									
Sr Financial Analyst *	Start	32.53	59,205	32.86	59,805	33.19	60,406	33.52	61,006
Technical Business Analyst	12 Mth	34.75	63,245	35.10	63,882	35.45	64,519	35.80	65,156
IT Business Analyst	2 Yrs	36.98	67,304	37.35	67,977	37.72	68,650	38.10	69,342
Sr. IT Tech & Systems Analyst									
<b>GRADE 11</b>									
Vacant	Start	34.43	62,663	34.77	63,281	35.12	63,918	35.47	64,555
	12 Mth	36.76	66,903	37.13	67,577	37.50	68,250	37.88	68,942
	2 Yrs	39.11	71,180	39.50	71,890	39.90	72,618	40.30	73,346

## SCHEDULE "A" CONTINUED

**Market Adjustment Positions**

Business Intelligence Specialist Senior Financial Analyst	Start								
	12 Mth	38.46	69,997	38.84	70,689	39.23	71,399	39.62	72,108
	2 Yrs	41.33	75,221	41.74	75,967	42.16	76,731	42.58	77,496
		44.00	80,080	44.44	80,881	44.88	81,682	45.33	82,501

## Special Note:

NEW – Promotions and/or Demotions

(a) If an Employee is promoted to a higher rated job grade, they shall receive the rate immediately above the rate of their prior job in the salary range of the job to which they are promoted. Any amount will not be less than one thousand dollars (\$1000) on an annual basis. Progression for pay purposes going forward shall begin from the date the transfer becomes effective.

(b) If an Employee is transferred to a lower rated job grade, the Employee will receive the corresponding rate for the job grade to which they are transferred that is the closest to the current rate for the employee up to the maximum of the wage grid. Progression for pay purposes going forward shall begin from the date the transfer becomes effective.

## Employees with Previous Service with the Employer:

Where employees with previous service with the Employer are rehired into the same or similar classification as their previous classification with the Employer, and the break in service from when they are returning is less than two (2) years and the employee was employed with the Employer in the same or similar classification in excess of two (2) years, the Employer shall start the employee at the one year rate in the salary progression.

The parties agree that prior to their transfer to Ontario Health on April 1, 2021, the following job classification was included in the CUPE bargaining unit.

- Coordinator, Health Systems Finance

Should the Waterloo Wellington Local Health Integration Network (operating as Home and Community Care Support Services – Waterloo Wellington) hire any person into the above classification and/or the essential elements of the job duties that were transferred to Ontario Health, to work at the LHIN, that classification will automatically be included in this CUPE bargaining unit. The parties will meet forthwith to negotiate the wage rate.



## **Letters of Understanding**

LETTER OF UNDERSTANDING  
- between -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 791  
-and -  
THE WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE

### Union Leave for CUPE President

#### Part 1

Part 1 of this letter outlines the expectations for Union Leave for the CUPE Local 791 President (if employed by the Waterloo Wellington CCAC).

1. During normal working hours the President is expected to:
  - a) Not make out-going union calls.
  - b) Refer in-coming calls to the union phone number and office hours.
  - c) Not conduct union meetings without prior approval.
  - d) Not process union paper work.
  - e) Endeavour to schedule union meetings outside the normal working hours.
2. During union leave hours the President is expected to:
  - a) Conduct any union business as the local sees fit.
  - b) Return phone calls.
  - c) Meet with employees provided employees have permission to be away from the workplace.
3. The Union agrees to inform the membership of the Union phone number and hours that the President is available.
4. Exceptions may be permitted with prior consultation.

#### Part 2

1. The Employer will provide the Union with access to E-mail/fax/voice mail applications to conduct labour relations business. The Union and the Employer will meet to discuss the feasibility of the Union using E-mail to communicate with the membership.
2. Both parties agree to undertake to provide their officials with joint training on the Collective Agreement.
3. Following union elections, the parties will undertake to jointly advise the person the employee reports to of union officials of the scope and nature of their union activities, and their legitimate and necessary impact on the workplace.
4. The Employer will undertake to provide appropriate coverage for executive members while away from their normal duties on union business.
5. The Employer will provide the Union with access, as required, to a private meeting room and telephone on the Employer's premises.

*Renewed -Jan 1, 2022*

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

- and -

THE WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE

Ontario Works

The parties agree that Ontario Works or any similar plan will not be used to displace or replace any paid work of full time employees, part time employees or casual employees. The Employer agrees that Ontario Works or similar programs clients/placements shall not be placed in any position that is covered in whole or in part by article 2.01 or any position that has been vacated by retirement, resignation, promotion, technological or organizational change or layoff unless the position has been vacant for more than three (3) years.

*Renewed --January 1, 2022*

LETTER OF UNDERSTANDING  
-between-  
WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK  
(Hereinafter referred to as the "Employer")  
-and-  
CANADIAN UNION OF PUBLIC EMPLOYEES  
(Hereinafter referred to as the "Union")

Working From Home

The parties agree as follows:

1. On a without prejudice or precedent basis, the Employer and the Union agree to have Employees work from home, when mutually agreeable to both the Employee and Management. The Waterloo office (or another of the LHIN's locations, at management's discretion) will be home base for mileage purposes.
2. The Employee will be scheduled as required by the Employer and in accordance with the scheduling provisions in the collective agreement.
3. The Employee builds seniority per the collective agreement for their work status (eg. regular part-time by hours worked or permanent full-time 1.0 FTE).
4. The Employee will receive the rate of pay and any applicable benefits in effect for their job title and work status, per the collective agreement.
5. The Employee will protect the confidentiality of the data belonging to the LHIN that is in their possession, per the guidelines of the Promise of Confidentiality signed by each employee at hire.
6. Any equipment or materials belonging to the LHIN that is in the home for the Employee's use during scheduled hours of work will continue to be solely owned by the LHIN and is to be used expressly for work done on behalf of the LHIN, per the LHIN's policies and procedures on use of equipment and materials. The employee will provide her/his own workstation, which meets ergonomic standards. If the employee's chair is not ergonomically correct, a chair will be provided by the LHIN. Other equipment/supply needs specific to a position will be listed and appended to this Letter. The LHIN does not assume liability for damage, loss or wear of employee-owned equipment. All LHIN-owned equipment and materials will be returned to the LHIN upon termination of this Letter or employee's termination of employment.
7. Joint Occupational Health & Safety Committee representatives will perform an initial inspection of the Work at Home space and an annual inspection thereafter. Inspections will ensure specific health and safety and ergonomic provisions are met.
8. The employee is responsible for the implications and any related costs associated with home insurance policies and ensure the protection and security of all LHIN-owned equipment and materials.
9. This Letter can be cancelled at any time by either the Employer or the Union giving thirty (30) calendar days' written notice to the other party. This Letter can be renewed with the mutual written consent of the parties. If the work from home arrangement is deemed to be unsatisfactory at either party's discretion, or if technological barriers cannot be overcome, the Employee's work location will revert to one of the LHIN's office sites.
10. This agreement is subject to the conditions of the Employment Standards Act. It does not change the employee/employer relationship and is not an employment contract and may not be construed as such.

*Renewed –January 1, 2022*

LETTER OF UNDERSTANDING  
-between-  
WATERLOO WELLINGTON COMMUNITY CARE ACCESS CENTRE  
(Hereinafter referred to as the "Employer")  
-and-  
CANADIAN UNION OF PUBLIC EMPLOYEES  
(Hereinafter referred to as the "Union")

Attendance in Performance Tools

The Employer agrees for the life of the collective agreement that attendance management will not be included in the annual performance management tools.

Attendance is still included in the probationary review tool so that new employees' prospect for ongoing good attendance can be assessed.

The use of family time will not be incorporated as part of the attendance management program.

The Employer agrees to counsel managers on the attendance management review processes.

*Renewed –January 1, 2022*

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

- and -

THE WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK

Non-Clinical Students

- The parties agree that a list of non-clinical students will be supplied within labour management meetings.

*Dated* - 27-Mar-2023

FOR THE EMPLOYER

Jennifer Neundorff

Jane Blondin





Chantal Simon

FOR THE UNION

Patsy Ruigrok

Aimee Proulx

James Hilborn

Patricia Jones

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

- and -

THE WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK

Vacation Ratios

- The parties agree to review on an annual basis the vacation ratios relating to vacation scheduling. The review will be addresses via labour management meetings.

*Dated* 27-Mar-2023

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

- and -

THE WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK

Meal Allowance

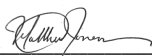
- Should Employer agree to increase the meal allowance above rates currently reflected in the collective agreement to any other WWLHIN employee group then the new rate will apply to the CUPE Local 791 collective agreement.

*Dated* - 27-Mar-2023

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LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

- and -

THE WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK (operating as Home and Community Care Support Services (HCCSS) – Waterloo Wellington)

Wage Reopening Clause

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

Dated 27-Mar-2023

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- between -

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- and -

THE WATERLOO WELLINGTON LOCAL HEALTH INTEGRATION NETWORK (operating as Home and Community Care Support Services (HCCSS) – Waterloo Wellington)

Disclosure Directive(s)

- 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 health care sector.

Dated 27-Mar-2023

FOR THE EMPLOYER

Jennifer Mundorf

Jane Blondin

[Signature]

[Signature]

Chantal Simon

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27-Mar-2023