

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

and

WEENEEBAYKO AREA HEALTH AUTHORITY

EFFECTIVE DATE: January 19, 2015

EXPIRY DATE: March 31, 2016

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ARTICLE 1 – PURPOSE AND SCOPE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the Employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of service to and promote the well-being of the communities served by the Weeneebayko Area Health Authority.
- 1.03 It is the purpose and intent of the parties to this agreement to foster and maintain an environment that promotes effective working relationships in the workplace.
- 1.04 The provisions of this Agreement apply to the Alliance, the Employees in the Bargaining Unit, and the Employer.

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

- 2.01 For the purposes of the collective agreement:
 - (a) “Alliance or Union” means the Public Service Alliance of Canada;
 - (b) “Bargaining Unit” means the Employees of Weeneebayko Area Health Authority, as described in Article 3 – Recognition;
 - (c) "Casual Employee" shall be defined as an Employee who is offered work on an 'as needed basis' and who has the right to choose to accept or not accept the work being offered. If the Casual Employee accepts the work, they are expected and required to perform the work;
 - (d) “Compensatory Leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate;
 - (e) “Continuous Service” means all employment with the federal Public Service, Weeneebayko Health Ahtuskaywin, James Bay General Hospital, the Moose Band Development Corporation, Ian Martin, Con-Ex, Cameron Security Service, Douglas N. Cameron Construction Ltd., and Ralson Construction, Versa Foods, Canada Catering Inc. provided that these contractors were providing direct services to the Employer while the Employee was employed with them, and provided that this employment was not interrupted by dismissal, discharge, release, abandonment, or a lay off of twelve (12) months or more;
 - (f) “Employer” means Weeneebayko Area Health Authority;
 - (g) "Full-time Employee" shall be defined as an Employee who is regularly scheduled to work the normal full-time hours set out in Article 18.02(a);

- (h) "Part-time Employee" shall be defined as an Employee who regularly works less than the normal weekly and/or daily full-time hours set out in Article 18.02(a), and makes a commitment to be available to be scheduled for work on a predetermined basis which has been accepted by the Employer.

Part-time Employees who work in areas that are only scheduled Monday to Friday are not subject to a weekend commitment.

The commitment by paramedical Part-time Employees to be available for scheduling will be as follows:

- i) for 48 hours in a bi weekly period
 - ii) every second weekend
 - iii) for five designated holidays during a calendar year
 - iv) for ten months of the year
 - v) The Employer will not refuse to accept an offer to make a commitment to be available for work on the above basis solely for the purpose of utilizing Casual Employees so as to restrict the number of Part-time Employees
- (i) "Term Employee" or "Temporary Employee" shall be defined as an Employee who is hired to perform a specific task or for a definite term not to exceed six (6) months, provided, however, that persons hired to replace persons on pregnancy, parental or other leaves, or do other work under special circumstances that has a definite term, are also term Employees. Such Employees can be released at the end of their term.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Alliance as the exclusive bargaining agent of all Employees employed by the Employer save and except managers, supervisors in Dietary, supervisors in Housekeeping, supervisors in Laundry, supervisors in Ambulance, and persons above the rank of those classifications, executive assistants, human resource generalists, payroll/personnel officer, chief X Ray Technologist, in patient coordinator, registered nurses and nurses who hold a temporary certificate, Casual and Term Employees other than those employed in dietary, housekeeping, and laundry, and persons employed in a confidential capacity with respect to labour relations.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this agreement.
- 3.03 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

- 3.04 Except as otherwise noted in this Agreement, notification to the Employer by the Alliance shall be made to the VP of Human Resources of Weeneebayko Area Health Authority, P.O. Box 664, Moose Factory, ON, POL 1W0; telephone # 705-658-4544, fax # 705-658-4917.

Work of the Bargaining Unit

- 3.05 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those Employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular Employees are not readily available.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the Employer and the direction of working forces are fixed exclusively with the Employer and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline Employees, provided that a claim of discharge or discipline without just cause by an Employee may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of Employees required from time to time, the services to be performed, standards of performance of all Employees, work assignments, the hours of work and all other rights and responsibilities of management, not specifically modified elsewhere in this Agreement;
- (d) establish, alter and enforce reasonable rules and regulations to be observed by the Employees.

- 4.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 – NO STRIKE OR LOCKOUT

- 5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement remains in effect. The terms “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

Labour Management Committee

- 6.01 (a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. It is understood that the Committee will meet at least quarterly if requested by either party. A request for a meeting hereunder will be made in writing, prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.
- (c) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (d) It is understood that joint meetings with other Labour-Management Committees with the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

Alliance Representation

- 6.02 (a) The Employer acknowledges the right of the Alliance to appoint up to ten (10) Employees to act as Union representatives.
- (b) The Union shall keep the Human Resources Department notified, in writing, of the Union representatives as well as the effective date of their respective appointments.
- (c) The Union shall provide in writing, the names of representatives for committees, etc. within the Collective Agreement.

Collective Bargaining

- 6.03 (a) The Employer shall grant leave with pay to up to five (5) Employees elected to represent the Union in collective bargaining. Such leave shall be granted for the purpose of attending negotiations with the Employer and shall not be subject to any overtime.
- (b) Leave without pay shall be granted for the purpose of attending meetings in preparation for collective bargaining, and for the purpose of travel to and from negotiations. All travel, meal and other personal expenses incurred in both preparing for and attending at negotiations shall be the responsibility of the Union and not compensable by the Employer. The Employees shall have their regular salary uninterrupted during such leave and the Employer shall invoice the Union for the cost of lost wages.

- 6.04 An Alliance representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a complaint of an urgent nature, to meet with management on a grievance or to attend a meeting at the request of management. Such permission shall not be unreasonably withheld. The authorized representative shall report back to their immediate supervisor when resuming their normal duties.
- 6.05 If, in the performance of their duties, an Alliance representative is required to enter an area in which they are not employed, they shall report their presence to the supervisor of the area immediately upon entering it to request permission to so conduct their business. Such permission shall not be unreasonably withheld.

Union Activity

- 6.06 The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Employer premises or on Employer time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

ARTICLE 7 – ACCESS TO EMPLOYER PREMISES

- 7.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance Representatives and social and recreational events. Such approval shall not be unreasonably withheld.
- 7.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 7.03 A duly accredited Representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld.
- 7.04 The Alliance shall provide the Employer a list of such Alliance Representatives and shall advise promptly of any change made to the list.

ARTICLE 8 – UNION SECURITY

- 8.01 Subject to the provisions of this Article, the Employer will deduct an amount equal to the monthly membership dues from the monthly pay of all Employees in the Bargaining Unit. Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 8.02 The Alliance shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each Employee.

- 8.03 For the purpose of applying clause 8.01, deductions from pay for each Employee, in respect of each calendar month, will start with the first (1st) full calendar month of employment, to the extent that earnings are available and will be submitted by the 15th of the following month.
- 8.04 An Employee who satisfies the Employer to the extent that they declare in an affidavit that they are a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents them as a matter of conscience from making financial contributions to an Employee organization, and that they will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the Employee shows the registered number of the religious organization and is countersigned by an official Representative of the religious organization involved.
- 8.05 The amounts deducted, in accordance with clause 8.01, shall be remitted to the Comptroller of the Alliance, Alliance Building, 233 Gilmour Street, Ottawa, ON, K2P 0P1, by cheque, within a reasonable period of time after deductions are made, and shall be accompanied by particulars in an electronic format identifying each Employee and the deductions made on the Employee's behalf.
- 8.06 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 8.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 9 – INFORMATION

- 9.01 The Employer agrees to supply the Alliance, each quarter, with the name, geographic location, and classification of each new Employee.
- 9.02 The Employer agrees to supply each Employee with a printed copy of the Collective Agreement when they are hired, and provide Employees with a copy of their new Collective Agreement within one (1) month after receipt from the printer.
- 9.03 The Employer agrees to provide new Employees with a copy of the Collective Agreement and advise them of the fact that a Union Agreement is in effect and with the conditions set out in the Articles dealing with Union security and dues check-offs. A new Employee will have the opportunity to meet with a Representative of the Union in the employ of the Employer, for a period of fifteen (15) minutes, during the Employee's orientation period, without loss of regular earnings. Such meetings shall be arranged collectively or individually for Employees, by the Employer, as part of the orientation program.

ARTICLE 10 – SENIORITY

- 10.01 (a) Employees employed in classifications listed in 10.01 (b) will be considered on probation until they have completed one hundred and thirty (130) shifts worked from date of last hire (975 hours of work for Employees whose regular hours of work are other than the normal work day). Upon completion of the probationary period they shall be credited with seniority from the last date of hire or 975 hours, as appropriate.
- (b) Registered Practical Nurse (RPN), Paramedic, Pharmacist, Physiotherapist, Occupational Therapist, X ray Technologist, Lab Technologist, Dietician, Dental Hygienist, Social Worker, Mental Health Clinician, Lab Technician, Computer Technicians and a member of the licensed Trades are covered by 10.01(a). The parties agree that any new occupations that are professionally designated or require licensing shall also be covered by 10.01(a).

All Other Employees

- 10.02 A new Employee will be considered on probation until they have completed sixty (60) days of work (or 450 hours for Employees whose regular hours of work are other than the normal work day). Upon completion of the probationary period they shall be credited with seniority from the last date of hire or 450 hours, as appropriate.
- 10.03 With the written consent of the Employer, the probationary Employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

Probationary Period

- 10.04 The release or discharge of an Employee during the probationary period will be at the discretion of the Employer and shall not be the subject of a grievance or arbitration unless the Union alleges that the Employer's decision has been arbitrary, discriminatory or made in bad faith.

Definition of Seniority

- 10.05 Full-time Employees will accumulate seniority on the basis of their Continuous Service in the Bargaining Unit from the last date of hire, except as otherwise provided herein. Part-time Employees and Casual Employees will accumulate seniority on the basis of hours worked in the Bargaining Unit as of the last day of hire, except as otherwise provided herein. Seniority will operate on a Bargaining Unit wide basis.

Seniority Lists

- 10.06 The Employer shall maintain a seniority list. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board at each site on January 15th and July 15 of each year. The seniority list shall be posted for fifteen (15) days after which time such lists will be deemed to be correct.

Loss of Seniority

10.07 An Employee shall lose all seniority and service and shall be deemed to have terminated if they:

- (a) resign;
- (b) are discharged and are not reinstated through the grievance and arbitration procedure;
- (c) are retired;
- (d) are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- (e) have been laid off for twenty-four (24) months;
- (f) have been laid off and fail 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, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) are absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced, provided the Employer has fulfilled their obligations under the Ontario Human Rights Code;
- (h) have not worked a shift in three (3) consecutive months unless on an approved leave of absence for that period.

Effect of Absence

- 10.08 (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue;
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the Employee's anniversary date adjusted accordingly. In addition, unless contrary to the provisions of the Employment Standards Act, 2000 concerning leaves provided for under that Act, the Employee will become responsible for full payment of subsidized Employee benefits in which he is participating for the period of absence, except that the Employer will continue to pay its share of the premiums for up to eighteen (18) months while an Employee is in receipt of Workplace Safety and Insurance (WSIB) benefits. The Employer will continue to pay its share of the premiums from the commencement of the leave while an

Employee is on maternity, adoption and/or parental leave. Service shall accrue from the commencement of the leave if an Employee is on maternity, adoption and/or parental leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an Employee's absence is due to a disability resulting in WSIB benefits;

- (c) It is further understood that during an unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity or adoption leave, or for a period of eighteen (18) months if an Employee's absence is due to a disability resulting in WSIB benefits or Long Term Disability (L.T.D.) benefits.

Transformation in Health Care: Seniority Recognition

10.09 Without prejudice to the Union's or Employer's' rights under the Collective Agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, the parties agree that non-unionized Employees who are affected (via relocation/transfer*) shall, when entering the Bargaining Unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Employer. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, or to a transfer pursuant to the Public Sector Labour Relations Transition Act.

Transfer of Seniority

10.10 Seniority and service shall be retained by an Employee in the event they are transferred from full-time to part-time or vice versa. An Employee whose status is changed from full-time to part-time shall receive credit for their seniority and service on the basis of one thousand nine hundred and fifty (1950) or two thousand and eighty (2080) hours worked as the case may be for each year of full-time seniority and service. An Employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year of seniority and service for each 1950 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

For further clarity, there will be no retroactive monetary adjustment as a result of implementation of this clause. This means that service credits for the purposes of placement on the grid, vacation entitlement and any other service-based benefit will be adjusted, but no retroactive money, vacation days, or service-based benefit will be owing.

Job Posting

10.11 Where a permanent vacancy occurs in a classification within the Bargaining Unit or a new position within the Bargaining Unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive days. All postings shall contain the following information: department, classification, status, location, and wage rate-

Notice of a vacancy is to be posted both electronically and physically on designated bulletin boards at all work locations. A copy of the notice shall be sent to the Local President.

All Employees who have completed their probationary period shall have the right to apply for a transfer into a vacant or newly created position in their classification provided they have the necessary skill, ability, experience and qualifications. Where these factors are relatively equal, then seniority shall govern. Applications for transfer must be submitted to the Human Resources Department on or before the closing date of the competition as specified in the competition poster.

If the vacancy is not filled by transfer, all other Bargaining Unit Employees who applied shall be considered in the selection process. In the event that there is no successful Bargaining Unit candidate, the Employer may then consider applications from outside the Bargaining Unit for the purposes of the competition process.

Each applicant's qualifications will be assessed by the Employer against the posted qualification requirements. Bargaining Unit applicants shall be selected for vacancies on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal, then seniority shall govern, providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

Transfer and Seniority Outside the Bargaining Unit

10.12 Effective for Employees transferred out of the Bargaining Unit:

- (a) It is understood that an Employee shall not be transferred by the Employer to a position outside the Bargaining Unit without their consent except in the case of a temporary assignment not exceeding six (6) months. Such Employees on temporary assignments shall remain members of the Bargaining Unit.
- (b) An Employee who is transferred to a position outside the Bargaining Unit shall not, subject to (c) below, accumulate seniority. In the event the Employee is returned by the Employer to a position in the Bargaining Unit, they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of return to the Bargaining Unit.
- (c) In the event an Employee transferred out of the Bargaining Unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months they shall accumulate seniority during the period of time outside the Bargaining Unit.

Notice of Layoff

10.13 In the event of a proposed layoff by the Employer of a permanent or long term nature, the Employer will:

- (a) Provide the Union with no less than ninety (90) calendar days notice of such layoff, and

- (b) Meet with the Union through the Labour Management Committee to review the following:
 - (i) the reason causing the layoff;
 - (ii) the service the Employer will undertake after the layoff;
 - (iii) the method of implementation including the areas of cut-back and Employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Employer will provide the Union with reasonable notice. If requested, the Employer will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on Employees in the Bargaining Unit.

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this agreement. Notice of layoff shall be in accordance with the provisions of the Employment Standards Act, 2000.

Layoff and Recall

10.14 In the event of lay-off, the Employer shall lay off Employees in the reverse order of their seniority within their classification, providing that there remain on the job Employees who then have the ability to perform the work.

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

- (a) accept the lay-off; or
- (b) displace an Employee who has lesser bargaining unit seniority and who is the least senior Employee in a lower or identical paying classification in the bargaining unit if the Employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such Employee so displaced shall be laid off.

NOTE: For the purposes of the operation of clause (b), an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off Employee is within one (1) per cent of the laid off of Employee's straight time hourly wage rate.

An Employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the ability of an Employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

An Employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled.

No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Employer shall notify the Employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing).

The notification shall state the job the Employee is eligible to be recalled to and the date and time at which the Employee shall report for work. The Employee is solely responsible for their proper address being on record with the Employer.

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed fourteen (14) calendar days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

No Full-time Employee within the Bargaining Unit shall be laid off by reason of their duties being assigned to one or more Part-time Employees.

Notwithstanding Article 10.14(a) and (b) of the Collective Agreement, it is understood that a Full-time Employee can only displace another Full-time Employee who has less seniority and who is the least senior Full-time Employee in an identical or lower paying classification and whose job the originally displaced Employee can perform and that a Part-time Employee can only displace another Part-time Employee who has less seniority and who is the least senior Part-time Employee in an identical or lower paying classification and whose job the originally displaced Part-time Employee can perform.

Furthermore, a Full-time Employee shall have the opportunity of recall from a layoff to an available opening in a full time position only in the order of seniority, provided that Employee has the ability to perform the work and a Part-time Employee shall have the opportunity of recall from a layoff to an available opening in a part time position only in order of seniority provided the Employee has the ability to perform the work. These recall opportunities will be made available before openings are filled on a regular basis under the job posting procedure and the posting procedure in the Collective Agreement shall not apply until the recall process is complete.

Benefits Premiums on Layoff

10.15 In the event of a lay-off of an Employee, the Employer shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The Employee may, if possible under the terms and conditions of the insurance benefits programmes, continue to pay the full premium of cost of benefit or benefits for up to six (6) months following the end of the month in which the lay-off occurs. Such payment

can be made through the payroll office of the Employer provided that the Employee informs the Employer of their intent to do so at the time of the lay-off, and arranges with the Employer the appropriate payment schedule.

ARTICLE 11 – NO DISCRIMINATION OR HARASSMENT

- 11.01 The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any Employee by another Employee, the Alliance or the Employer by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, gender identity, gender expression, or disability.
- 11.02 Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint, but no other level shall be waived except by mutual agreement.
- 11.03 The Employer and the Union further agree that there will be no discrimination, interference, restraint or coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an Employee by either of the parties or their representatives with respect to Union membership, activity or lack thereof in the Union.
- 11.04 The Alliance and the Employer recognize the right of Employees to work in an environment free from harassment, sexual harassment and bullying within the meaning of the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act. “Harassment” means an individual engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

ARTICLE 12 – SUSPENSION AND DISCIPLINE

- 12.01 The Employer agrees that it will not suspend, discharge, or otherwise discipline an Employee who has completed their probationary period without just cause. Wherever the Employer deems it necessary to suspend or discharge an Employee, the Employer shall notify the Employee and the Union of such suspension or discharge in writing.
- 12.02 When an Employee is suspended from duty, the Employer undertakes to notify the Employee, in writing, of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- 12.03 The Employer shall notify the local Representative of the Alliance that such suspension has occurred.
- 12.04 When an Employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning them, the Employee is entitled to have, at their request, a Representative of the Alliance attend the meeting. Where practicable, the Employee shall receive a minimum of one (1) day’s notice of such a meeting.
- 12.05 The Employer agrees not to introduce as evidence, in a hearing relating to disciplinary action, any document from the file of an Employee, the content of which the Employee was not aware of at the time of filing or within a reasonable period thereafter.

- 12.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an Employee, shall be destroyed after twenty-four (24) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 13 - TECHNOLOGICAL CHANGE

- 13.01 The Employer undertakes to notify the Union so far as practicable, but no less than sixty (60) days in advance, of any technological change which the Employer has decided to introduce which will significantly change the status of Employees within the Bargaining Unit.
- 13.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.
- 13.03 Where new or greater skills are required than are already possessed by affected Employees under the present methods of operation, such Employees shall be given a period of training, with due consideration being given to the Employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such Employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.
- 13.04 Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 14 – CONTRACTING OUT

- 14.01 The Employer agrees that it will not contract out Bargaining Unit work that will result in the lay-off or reduction in the regular hours of work of Employees within the Bargaining Unit during the term of this Agreement. Except in cases of emergency, the Employer will discuss with the Union any work which it intends to contract out if members of the Bargaining Unit could perform such work.
- 14.02 Notwithstanding the forgoing, the Employer may contract out work usually performed by members of the Bargaining Unit without such contracting out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:
- (a) To employ the Employees thus displaced from the Employer; and
 - (b) In doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer's Collective Agreement with the Union and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting out arrangement.

Contracting In

- 14.03 The Parties agree to undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Employer by members of the bargaining unit.

ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

- 15.01 For the purposes of the Agreement, a grievance shall be defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. An Employee is not entitled to present a grievance unless they have the approval of and are represented by the Alliance.
- 15.02 An Employee who has a complaint shall discuss it verbally with their immediate supervisor or designate either alone or at the request of the Employee with the assistance of an Alliance Representative. In the event that the complaint is not settled in that manner, it may then become a grievance.

Step 1

- 15.03 An Employee may submit a grievance in writing to the Department Head or designate within twenty five (25) calendar days from the date the grievor became aware, or ought to have reasonably become aware, of the circumstances giving rise to the grievance. The grievance shall clearly state the nature of the grievance, the provisions of the Collective Agreement alleged to have been violated, the remedy sought, and shall be signed by an authorized Alliance representative. Where requested by the grievor at the time of the submission of the grievance, a meeting shall be held between the Department Head and the grievor no later than seven (7) calendar days after such request. The grievor shall be accompanied by a steward. Within nine (9) calendar days of receipt of the grievance, or the holding of the meeting, the Department Head or designate shall reply in writing.

The Employer will post the name of the person to whom grievances should be presented at step one for each department.

Step 2

- 15.04 Failing satisfactory settlement at Step 1, the grievor may submit the grievance to the Vice President of Human Resources or designate within fourteen (14) calendar days

from the date of receipt of the reply to the grievance from Step 1, Where requested by the grievor at the time of the submission of the grievance, a meeting shall be held between the Vice President of Human Resources and the grievor no later than seven (7) calendar days after such request. The grievor shall be accompanied by an Alliance representative. Within nine (9) calendar days of receipt of the grievance, or the holding of the meeting, the Vice President of Human Resources or designate shall reply in writing.

Failing satisfactory settlement at Step 2 within the timeframe above, the grievance may be referred to arbitration as hereinafter set out.

- 15.05 Grievances involving suspension or discharge shall be initiated at Step 2.
- 15.06 Any or all of the time limits applicable to the grievance and/or arbitration procedure may be extended by mutual agreement of the Alliance and the Employer.

Policy Grievances

- 15.07 Any difference arising directly between the Alliance and the Employer concerning the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement may be submitted by the Alliance or the Employer in writing at Step 2 and be dealt with as a proper grievance under the grievance procedure and may be referred to arbitration in accordance with the appropriate time limits. If the Employer files the grievance it will be forwarded to the senior local Alliance representative.
- 15.08 All grievances shall be heard at a time mutually agreeable to all parties within the time limits specified in this Article. Grievance meetings may be conducted by teleconference. Where either party requests such a meeting be held by teleconference, the other party shall not unreasonably deny the request.

Arbitration Procedure

- 15.09 Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration within thirty (30) calendar days of the answer being required at Step 2 by notice in writing being provided to the other party. Where such referral is not made within the time limits by either party, the matter shall be deemed to be abandoned unless the Employer, Employee and/or Alliance was unable to comply with the prescribed time limits due to circumstances beyond their control.
- 15.10 Following receipt of the notice, the Employer and the Alliance shall endeavour to select an impartial arbitrator. If the parties fail to agree upon an arbitrator within thirty (30) days, the appointment may be made by the Minister of Labour of the Province of Ontario upon request of either party;

Matters Not Arbitrable

- 15.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

Arbitration Board Jurisdiction

15.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

Arbitration Proceedings

15.13 The proceedings of the Arbitration Board will be expedited by the parties and the decision of the arbitrator will be final and binding upon the parties hereto and Employee or Employees concerned.

Arbitration Board Expenses

15.14 Each of the parties hereto will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.

Time Limits

15.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of the Labour Relations Act.

ARTICLE 16 – HOURS OF WORK

16.01 The Employer does not guarantee to provide employment or work for normal hours or for any other hours.

16.02 (a) The normal hours of work shall be an average of thirty-seven and one-half (37.5) hours per week consisting of seven and one-half (7.5) hours per shift exclusive of the unpaid meal period.

The exception to the above hours of work is maintenance Employees, the Paramedics and the Clinical Assistants/File Clerks, who shall work an average of forty (40) hours inclusive of a one-half (1/2) hour paid meal period.

Any other Employee who is required by the Employer to remain at their place of work during their designated meal break will be compensated at their regular rate of pay.

(b) No Employee shall work longer than five consecutive hours from the commencement of the shift without an eating period.

An Employee who is required to work in excess of three hours upon immediate completion of their regularly scheduled shift shall be provided with a meal allowance as set out by the Employer Policy.

- (c) Employees who are hired as casual will only be called into work when all Part-time Employees, as defined in Article 2.01, have been offered any hours for which they have committed to being available.
- 16.03
- (a) By mutual agreement, the parties may wish to consider the introduction of extended tours. Where such is the case, the parties shall meet to discuss the terms and conditions of implementation of such extended tours.
 - (b) Where the Employer intends to implement a significant shift change it will meet and discuss such change with the Union prior to implementation.
- 16.04
- (a) Schedules will be arranged to provide at least eight (8) days off in each four week period unless mutually agreed otherwise.
 - (b) Days off will be scheduled in groups of at least two (2) consecutive days whenever possible.
 - (c) Any other arrangements of days off are to be agreed upon between the supervisor and the Employee concerned in writing.
 - (d) Requests for changes to the next schedule (e.g. time off) must be made in writing to the supervisor by the fifteenth (15th) day of the month.

Finalized schedules shall be posted fourteen (14) days before the commencement of each new schedule.

No requests for changes will be considered after the posting of finalized schedules, unless a specific request is made in writing to the supervisor and in the opinion of the Employer there are good and valid reasons.

Where the Employer changes an Employee's schedule it must give forty-eight (48) hours' notice for full-time and twenty-four (24) hours for part-time except where the change is as a result of an Employee's failure to report for a scheduled shift, in which case the notice shall be twenty-four (24) hours for full-time and twelve (12) hours for Part-time Employees.

- (e) The Employer shall not schedule split shifts except for the Dietary Department and the Health Care Aides. For the Dietary Department current scheduling agreements shall be maintained. For the Health Care Aides, they will be given an opportunity to work split shifts where they so choose. If following a period of thirty days they choose to return to their previous shift arrangements they shall be allowed to do so.
- (f) Employees may be permitted a mutual exchange of shifts provided that the exchange meets the approval of the immediate supervisory and/or designee, and that notification of such exchange is given in writing at least twenty-four (24) hours in advance, unless such notice is impossible. Such approval shall not be unreasonably denied.
- (g) An Employee shall notify their immediate supervisor and/or designee of any absence as soon as possible.

- 16.05 When an Employee is required to change shifts, sixteen (16) hours shall be allowed between the first and second shifts where possible. For extended tour scheduling, there shall be twelve (12) hours between shifts.
- 16.06 Each Employee on a full shift shall be granted two fifteen (15) minute rest periods. This period is not to be taken at the beginning or at the end of the working day or as an extension of the time allowed for meals.
- 16.07 By mutual agreement between Employees and their supervisor, meal breaks may be either thirty (30) minutes in length or sixty (60) minutes in length with the length of the work day being appropriately adjusted. Once the length of the meal break has been agreed, it may not be changed, except by mutual agreement. Such agreement in all cases will not be unreasonably denied. Employees on unpaid breaks will not have their meal break interrupted except in an emergency.
- 16.08 Each Employee will record, on their time sheet, their time of arrival and departure of their shift on the 2400 hour system.

No one is allowed to complete or sign someone else's time sheet.

- 16.09 (a) The Employer shall give Employees as many weekends as possible.
- (b) Weekends shall be shared as equitably as possible between Employees of the same classification and the same department.
- 16.10 Rotation of shifts shall be carried out on a departmental basis with Employees taking their regular turn.
- 16.11 Where Employees request permanent shifts, the Employer will agree to such requests, where possible, with the understanding that such Employees may occasionally be required to work the other shifts for the purpose of education, orientation, performance appraisals etc.
- It is understood that such permanent shifts do not include day shifts and up to one third (1/3) of the year may be scheduled on alternate shifts.
- 16.12 The Employer will make every reasonable effort not to schedule the commencement of a shift within sixteen (16) hours of the completion of the Employee's previous shift, except in the case of extended tours.

ARTICLE 17 – PREMIUM PAYMENT

- 17.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in the wage schedule of the Collective Agreement.

17.02 Definition of Overtime

(a) All hours worked in excess of seven and one-half (7.5) hours per day or one hundred and fifty (150) hours in a four week period eight (8) hours per day or one hundred and sixty (160) hours in a four week period for Maintenance Employees, and the Clinical Assistants/File Clerks, or two hundred and forty (240) hours in a six week period for Paramedics shall be paid at an overtime rate. However, an Employee shall not be entitled to overtime unless personally requested by their immediate supervisor. For extended tour scheduling, daily overtime shall be payable for hours in excess of twelve (12) in the day.

(b) Overtime which does not equate to a full hour will be recorded as follows:

5 – 15 minutes	15 minutes overtime
16 – 30 minutes	30 minutes overtime
31 – 45 minutes	45 minutes overtime
46 – 60 minutes	60 minutes overtime

17.03 Overtime

The overtime rate shall be time and one-half (1 1/2) the Employee's straight time hourly rate except as provided below.

Where an Employee is required to work an additional overtime shift within a twenty-four (24) hour period, the Employee will be compensated at the rate of double time (2x) their straight time hourly rate for all additional contiguous overtime hours worked.

17.04 Time Off in Lieu of Overtime

Employees who work overtime and/or call-back will not be required to take time off in regular hours to make up for overtime worked, unless it is to accommodate an Employee request for time off.

Time off in lieu may be taken on a mutually agreed upon basis between the Employee and the Employer, such time off will be the equivalent of the premium rate the Employee has earned for working overtime.

Overtime and/or call-back hours, up to one hundred and sixty-eight (168) hours for the ambulance service and one hundred and fifty (150) hours for all other Employees may be placed in a renewable overtime/call-back bank.

The Employer shall allow the carryover of all overtime/call-back hours in an Employee's bank from one fiscal year to the next.

17.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours.

17.06 Call-Back

Where Employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half their regular hourly earnings.

Paramedics who are called in from standby are not required to remain at work for four (4) hours in order to qualify for the four (4) hours of call back pay.

17.07 Stand By

An Employee who is required to remain available for duty on standby, outside the normal working hours for that particular Employee, shall receive standby pay in the amount of three dollars and twenty cents (\$3.20) per hour for all hours on standby.

An ambulance Employee who is required to remain available for duty on standby, outside the normal working hours for that particular Employee, shall receive standby pay in the amount of three dollars and fifty cents (\$3.50) for all hours on standby.

Standby pay shall, however, cease where an Employee is called in to work under Article 19.06 above.

17.08 Temporary Transfer

Where an Employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the Bargaining Unit for a period in excess of one-half (1/2) of one shift, they shall be paid the rate in the higher salary immediately above their current rate from the commencement of the shift on which they were assigned the job.

Where the Employer temporarily assigns an Employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the Employee shall receive an allowance of two dollars (\$2.00) for each shift from the time of the assignment.

17.09 Shift Premium

Employees shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked where the majority of their scheduled hours fall between 1600 and 0800 hours.

17.10 Weekend Premium

An additional weekend premium of one dollar and ten cents (\$1.10) per hour shall be paid for all regularly scheduled hours at straight time worked on a Saturday and/or a Sunday.

17.11 X-Ray Premium

Any Employee required by the Employer to take X-rays will be paid a premium of six dollars (\$6.00) per view.

17.12 Dirty Work Allowance

When an Employee is required to come in physical contact with the pollutant, while engaged in the cleaning up of oil spills in excess of two hundred (200) litres, which resulted from a marine disaster, mechanical failure, bunkering or fuel transfer operations, the Employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) hour straight time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Employer before work is commenced.

ARTICLE 18 – HOLIDAYS

18.01 The following shall be designated holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Remembrance Day
- One (1) float day

18.02 Definition of Holiday Pay and Qualifiers

Holiday pay will be computed on the basis of the Employee's regular straight time hourly rate of pay times the Employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, or to qualify for a lieu day an Employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An Employee who was scheduled to work on a holiday, and is absent shall not be entitled to holiday pay or to a lieu day to which they would otherwise be entitled unless such absence was due to a satisfactory reason.

An Employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect to the same day.

18.03 Payment for Working on a Holiday

If an Employee is required to work on any of the holidays set above, the Employee shall be paid at the rate of time and one-half (1.5) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 20.04. In addition, if the Employee qualifies in accordance with Article 20.02 above, the Employee will receive a lieu day off with pay in the amount of the Employee's regular straight time hourly rate of pay times the Employee's normal daily hours of work. For Employees on extended tours the lieu day credit shall be eight (8) hours.

18.04 Payment for Working Overtime on a Holiday

Where an Employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, such Employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

18.05 An Employee shall be scheduled off duty on either Christmas or New Year's unless the Employee requests otherwise and the Employer agrees. Where operational requirements permit, a day worker will not be scheduled both of these days.

To allow three (3) or four (4) days off at either Christmas or New Year's, the regular scheduling, if required, will be suspended for one month from December 15 to January 15.

Where operational requirements permit an additional day shall be allowed off to provide for five (5) days off at Christmas or New Year's. The regular scheduling, if required, will be suspended for one month from December 15 to January 15.

18.06 For the purpose of this article, a paid holiday shall be deemed to begin at 0001 hours and to end at 2359 hours on the day which it is observed.

18.07 When any of the above noted holidays fall on a full-time Employee's scheduled day off, the Employee may elect to receive another day off with pay following the holiday, at a time mutually agreed to. Lieu days must be taken before the fiscal year end, March 31, or they will be paid out.

18.08 Part-time Employees shall receive Holiday Pay in accordance with the provisions of the *Employment Standards Act, 2000*.

18.09 Where a day that is a designated holiday for an Employee coincides with a day of leave with pay that day shall count as a holiday and not as a day of leave.

ARTICLE 19 – LEAVE GENERAL

19.01 An Employee is entitled, once every six (6) months, to be informed, upon request, of the balance of their vacation and sick leave credits. Upon completion of the inputting of the vacation and sick leave credits to the computer system, Employees shall be entitled to request their balance on a monthly basis.

- 19.02 The amount of leave with pay earned but unused credited to an Employee by the Employer at the time when this Agreement is signed, or at the time when the Employee becomes subject to this Agreement, shall be retained by the Employee.
- 19.03 An Employee shall not be granted two (2) different types of leave with pay, or monetary remuneration in lieu of leave, in respect of the same period of time. For further clarity, it is understood by the parties that leaves may be combined unless expressly prohibited elsewhere herein.
- 19.04 An Employee is not entitled to leave with pay during periods they are on leave without pay or under suspension.
- 19.05 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the Employee an amount equivalent to unearned vacation and sick leave taken by the Employee, as calculated from the classification prescribed in the Employee's Certificate of Appointment, on the date of the termination of the Employee's employment.
- 19.06 If, at the end of a fiscal year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.

ARTICLE 20 – LEAVES OF ABSENCE

Personal Leave

- 20.01 At its discretion, and subject to operational requirements, the Employer may grant leave with or without pay for purposes other than those specified in the Agreement.
- 20.02 Written request for personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the Employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

Family Responsibilities Leave

- 20.03 For the purposes of this clause, family is defined as a spouse, the Employee's or spouse's dependent children, parents, (including stepparents) any relative permanently residing in the Employee's household or with whom the Employee permanently resides, or any other person for whom the Employee has caregiving responsibilities.
- 20.04 Subject to the exigencies of patient care and safety, an Employee may request leave without pay or the use of lieu time to provide for the immediate and temporary care of a sick family member or attend a medical or dental appointment of the Employee's family to a maximum of ten (10) days per calendar year. Such leave time requests will not be unreasonably denied.

Traditional/Cultural Leave

- 20.05 The parties acknowledge the importance of leave for cultural purposes, and will endeavor to provide flexible work schedules to accommodate the Employee's time off requests.

Union Business

- 20.06 The Employer shall grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an Employee or Employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer, unless it is not reasonably possible to give such notice.

During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable allowances and benefits within thirty (30) days of billing.

It is agreed that when Employees (either Full-time or Part-time) are absent from the Employer on authorized Union business, such leave shall be with pay and benefits. Benefits will be calculated at twenty (20) per cent. The Union agrees to reimburse the Employer for such pay and benefits.

Union executives will be granted a total of fifty (50) days leave per calendar year.

Full-Time Position with the Union

- 20.07 Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an Employee elected or appointed to full-time Union office. It is understood that no more than one (1) Employee in the Bargaining Unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for Employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for Employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the Employee for full payment of any applicable benefits in which the Employee is participating during such leave of absence.

The Employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The Employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the Employee not been on leave.

The Employer may fill the vacancy resulting from such leave on a temporary basis.

Bereavement Leave

- 20.08 (a) An Employee who notifies the Employer as soon as possible following a bereavement shall be granted four (4) consecutive working days off without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of their immediate family. "Immediate family" means parent, foster parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild or grandparent of spouse. "Spouse" for the purposes of bereavement leave will be as defined in *the Employment Standards Act, 2000*. "Immediate family" and "In-laws" as set out above shall include the relatives of "spouses" as defined herein. Where an Employee does not qualify under the above-noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer, in its discretion, may extend such leave with or without pay.
- (b) An Employee shall be granted one (1) day bereavement leave without loss of regular pay for scheduled hours to attend the funeral of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew.
- (c) Employees shall be given four (4) hours off without loss of earnings from regularly scheduled hours to attend funerals in their community, it being understood that Employer needs cannot be adversely affected.
- Part-time Employees will be credited with seniority and service for all such leave.
- (d) Notwithstanding the above, Employees will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding four (4) days in total, in order to accommodate religious and cultural diversity.
- (e) In addition, the Employee shall be granted a total of two (2) days special leave with pay for the purpose of travel related to the same bereavement, if such travel is required.

Jury & Witness Duty

- 20.09 If an Employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties for the Employer, the Employee shall not lose regular pay because of such attendance provided that the Employee:
- (a) notifies the Employer immediately on the Employee's notification that they will be required to attend at court;
- (b) presents proof of service requiring the Employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a Full-time Employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties for the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the Employee's regular day off. Where the Employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the Employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

Pregnancy and Parental Leave

- 20.10 (a) Except where amended in this Collective Agreement, pregnancy and parental leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, which provisions shall form part of this collective agreement. The service requirement for eligibility for pregnancy leave, parental leave (including adoption leave) shall be thirteen (13) weeks of Continuous Service.

The Employee shall give written notification at least two weeks before the commencement of the leave of the Employee's request for leave together with their expected date of return. The Employer may require an Employee to provide their doctor's certificate as to pregnancy and expected date of delivery.

An Employee on pregnancy or parental leave who provides the Employer with proof that the Employee has applied for and is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act shall be paid a supplemental employment benefit. Payments with respect to either a period of pregnancy or a period of parental leave made according the Supplementary Employment Benefits will consist of the following:

Where an Employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period, less any other monies earned during this period, and/or

Up to the maximum of fifteen (15) weeks of pregnancy leave and ten (10) weeks parental leave, payment equivalent to the difference between the EI benefits the Employee is eligible to receive and ninety-three (93%) percent of the weekly rate of pay. The Employees regular weekly earnings shall be determined by multiplying the Employee's regular hourly rate on the last day worked before the commencement of the leave times the Employee's normal weekly hours. Employees shall have no vested right to payments under the Plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the Plan;

- (b) Credits for service and for seniority shall not be suspended but shall accumulate while an Employee is on pregnancy or parental leave. Time spent on such leaves shall be counted for pay increment purposes.
- (c) The Employer will continue to pay its share of the premiums of the Employee benefits in which the Employee is participating while an Employee is on pregnancy or parental leave.
- (d) Subject to any changes to the Employee's status that would have occurred had the Employee not been on pregnancy or parental leave, the Employee shall be reinstated to the Employee's former duties, on the same shift in the same department, and the same rate of pay.

Compassionate Leave

20.11 Leave without pay shall be granted for up to eight (8) weeks for Compassionate Care of a critically ill family member, so the Employee may take advantage of the Compassionate Care Benefits provided in the *Employment Insurance Act*.

ARTICLE 21 – VACATIONS

21.01 (a) The vacation year shall be from April 1 to March 31 each year.

- (b) A Full-time Employee who does not have one year of continuous service at the start of the vacation year shall receive one twelfth of three (3) weeks annual vacation for each complete month of employment remaining in the vacation year after the month they were hired.

A Full-time Employee who has completed one (1) year but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

A Full-time Employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

A Full-time Employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

A Full-time Employee who has completed twenty-five (25) years of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

- (c) Purchasing and Supply, and Social Work

Those employed in Purchasing and Supply, and Social Work prior to January 19, 2015 shall receive vacation entitlement in accordance with the entitlement contained in the PIPSC collective agreement which expired April 30th 2010. The provision is contained in Letter of Understanding #3 to this Collective Agreement.

(d) Occupational Therapists, Physiotherapists and Dieticians

Occupational Therapists, Physiotherapists and Dieticians employed prior to January 19, 2015 shall receive vacation entitlement in accordance with the entitlement contained in the PIPSC collective agreement which expired April 30th 2010. The provision is contained in Letter of Understanding #3 to this Collective Agreement.

(e) Paramedic Employees

Full-time paramedic employees employed prior to January 19, 2015 who have completed one (1) year but less than fourteen (14) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

Full-time paramedic employees employed prior January 19, 2015 who have completed fourteen (14) years but less than twenty-four (24) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

Full-time paramedic employees employed prior January 19, 2015 who have completed twenty four (24) years of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

21.02 Work During Vacation

Should an Employee who has commenced their scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the Employee shall be paid at the rate of one and one-half (1 1/2) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the Employee will receive one vacation lieu day off for each day on which they have so worked.

In the event that an Employee incurs costs for prepaid vacation plans as a result of changes required to those plans by the Employer, the Employee shall be reimbursed the change fee on submission of proof of payment.

21.03 Interruption of Vacation

Where an Employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an Employee's scheduled vacation is interrupted due to a serious illness requiring the Employee to be in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the Employee's vacation, which is deemed to be sick leave under the above provisions will not be counted against the Employee's vacation credits.

21.04 The Employer will consider requests by individual Employees to have all their vacation in an unbroken period. Such requests shall not be unreasonably withheld. Vacation entitlement during June, July, and August shall not exceed three (3) consecutive weeks.

21.05 Vacations are subject to approval. Vacation requests shall begin to be submitted by September 15 of each year for the following vacation year. Each Employee shall indicate their preference on or before October 30. Vacations shall be authorized by November 30. In the event of conflict, seniority shall govern with respect to the initial scheduling of vacation. After the scheduling period, vacation shall be authorized on a first come first serve basis.

21.06 Should a paid holiday fall during an Employee's vacation, then the Employee shall be entitled to an extra day's vacation with pay, which shall be in lieu of payment for the holiday. Where reasonably practicable, such day is to immediately precede or to immediately follow the Employee's regular vacation.

21.07 Vacation Entitlement Following Transfers from Part-time to Full-time

When an Employee transfers from Part-time to Full-time service, vacation entitlement shall be based on their total service. Either 1950 or 2080 hours, as is appropriate, equals one year of service for Part-time Employees.

21.08 Part-time Employees shall be entitled to vacation pay in the amount of six (6) per cent of their basic hourly rate, payable as it is earned on each pay cheque.

For Part-time Employees, other than Paramedics and Clinical Assistants/File Clerks, who have completed more than 9750 hours worked, this amount shall be as follows:

More than 9,750 hours worked: 8%
More than 29,250 hours worked: 10%
More than 48,750 hours worked: 12%

For Part-time Paramedics and Clinical Assistants/File Clerks, the amounts are:

More than 10,400 hours worked: 8%
More than 31,200 hours worked: 10%
More than 52,000 hours worked: 12%

21.09 Any vacation pay earned but not taken will be paid out at the time employment ceases.

21.10 Vacation Carryover

(a) Where, in any vacation year, the Employer has not granted all of the vacation leave credited to the Employee, the unused portion of the Employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one (1) year shall be by mutual consent.

(b) During any vacation year, upon application by the Employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days, may be paid in cash at the Employee's daily rate of pay, as calculated

from the Employee's substantive position on March 31 of the previous vacation year.

- (c) During any vacation year, upon application by the Employee and at the discretion of the Employer, earned but unused vacation credits in excess of fifteen (15) days, may be paid in cash at the Employee's daily rate of pay.

ARTICLE 22 – TRAVEL DAYS

22.01 Every Full-time Employee is entitled to four (4) extra paid days annually for travelling time in conjunction with the Employee's vacation.

22.02 Every Part-time Employee is entitled to two (2) extra paid days annually for travelling time in conjunction with the Employee's vacation.

ARTICLE 23 – VACATION TRAVEL

23.01 Full-time Employees are eligible for a travel benefit from the Employer which provides an allowance up to the equivalent of return airfare from their place of duty to Toronto (YYZ) two (2) times per fiscal year for the purpose of annual vacation or employment leave. The cost of airfare shall be calculated by determining the regular airfare in effect on April 1 of each year. The Employer shall notify the Union of the annual rate promptly and its means of calculation for each of the Employer's locations. The benefit will include not only the Employee, but also the Employee's dependants. The benefit will be paid out twice per year, on April 1 and on October 1.

Dependant, for the purposes of this article, means a person who resides with the Employee at the Employee's headquarters residence and is

- (i) the spouse of that Employee or the person named in the common-law partner declaration, or
- (ii) one for whom the Employee is eligible to claim a tax credit under the *Income Tax Act*, or
- (iii) a biological child, stepchild, adopted child, or legal ward who
 - a) is unmarried,
 - b) does not qualify under (ii), and
 - c) who has not yet attained 24 years of age and is in Full-time attendance at a recognized educational institution.

23.02 Full-time Employees, in the first year of employment, may take advantage of this benefit once after six (6) months of employment, but if they terminate prior to completing 12 months of service, this benefit will be deducted from the Employee's last cheque.

23.03 Part-time Employees will be entitled to this benefit upon completion of each 2080 or 1950 regularly scheduled hours worked being equivalent to a year.

ARTICLE 24 – SICK LEAVE, INJURY AND DISABILITY

24.01 (a) Short-term Sick Leave

Sick Leave shall be administered in a consistent manner.

The Employer will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan brochure.

Eligibility for sick leave benefits for Full-time Employees is effective after three (3) months of service are completed and the amount of sick pay is as follows, subject to the provisions of the plan:

at least three months	66 2/3% of regular earnings
at least 1 year	70% of regular earnings
at least 2 years	80% of regular earnings
at least 3 years	90% of regular earnings
at least 4 years	100% of regular earnings

An Employee's service with WHA counts towards this entitlement.

Proof of Disability, such as a doctor's (medical) certificate, that is satisfactory to the Employer, is required if the Employee is absent for three (3) days or more and is subject to a periodic review thereafter. Such proof may be required at any time in order to qualify for benefits.

(b) Long-term Disability Plan

The Employer will pay 75% of the billed premium towards coverage of full-time eligible Employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan). The Employee will pay the balance of the billed premium through payroll deduction.

(c) Sick Credit Bank

- i) Sick credit banks accumulated for Full-time Employees employed prior to April 1, 1991 in the James Bay General Hospital bargaining unit shall be continued and shall contain the unused sick leave days to the credit of the Employee;
- ii) Sick credit banks accumulated for Full-time Employees previously in the Weeneebayko Health Ahtuskaywin bargaining units (PIPSC, PSAC, SEIU) shall be continued and shall contain the unused sick leave days to the credit of the Employee;

- iii) Sick credits shall be drawn out to supplement payment for sick leave days which would otherwise be at less than full wages, or to supplement payments from the Workplace Safety and Insurance Board for loss of wages, up to 100% of the Employee's net earnings;
- iv) Employees with sick credit banks shall be given an annual statement of the number of credits still remaining.

(d) Payout Sick Credit Bank

The provisions for payout of sick leave credits for Full-time Employees employed prior to April 1, 1991 in the James Bay General Hospital bargaining unit are as follows:

Upon termination of employment, 50% of sick leave credits accumulated will be paid at the Employee's regular rate of pay to a maximum of sixty (60) days subject to the following conditions:

- i) The Employee will have given sufficient notice of termination;
- ii) The Employee will not have been terminated for just cause.

The parties may agree to voluntarily cash out existing sick leave banks.

The amount of the payout shall be a cash settlement at the Employee's current salary rate for of any unused sick credits to the maximum provided under the sick leave plan in which the Employee participated in as of the date of this Agreement.

There is no payout of the sick leave bank on termination for Employees previously in the Weeneebayko Health Ahtuskaywin bargaining units as no pay out existed under those plans.

(e) WSIB – Partial Tour

When an Employee has completed any portion of their regularly scheduled tour prior to going on sick leave benefits or Workers' Compensation benefits, they shall be paid for the balance of the tour at their regular straight time hourly rate. This provision will not disentitle the Employee to a lieu day under Article 19.04 (Time Off in Lieu of Overtime) if they otherwise qualify.

(f) Return to Work after Illness or WSIB

Employees returning to work from an illness or injury compensable under Workers' Compensation will be assigned light work as necessary, if available.

(g) An Employee who transfers from full-time to part-time may elect to retain their accumulated sick leave credits to be utilized during part-time or subsequent full-time employment as provided under the sick leave plan in which they participate as of the date of this award.

- (h) Any dispute which may arise concerning an Employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- (i) The Employer further agrees to pay Employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (j) For Employees whose regular hours of work are other than the standard work day, the short term sick leave plan will provide payment for the number of hours of absence according to the scheduled tour to a total of 562.5 hours. All other provisions of the existing plan shall apply mutatis mutandis.
- (k) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.
- (l) Payment pending determination of WSIB credits (FT)

An Employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from Workers' Compensation if their claim was approved, or the benefit to which they would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the Employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the Employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- (m) Injury Pay

If an Employee is injured on the job and their supervisor excuses them from further duty for the balance of his shift, the Employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

ARTICLE 25 - HEALTH AND WELFARE

25.01 Insured Benefits

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible Employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to pay one hundred (100) per cent of the billed premium towards coverage of eligible Employees in active employ of the Employer under the Desjardins Health Semi-Private Plan or comparable coverage with another carrier.
- (b) The Employer agrees to contribute seventy-five (75) per cent of the billed premium towards coverage of eligible Employees in the active employ of the Employer under the existing Desjardins Extended Health Care Benefits Plan (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the Employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$150.00 every twenty four (24) months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).
- (c) The Employer agrees to contribute one hundred (100) per cent of the billed premium towards coverage of eligible Employees in the active employ of the Employer under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the Employee through payroll deductions.
- (d) The Employer agrees to contribute seventy five (75) per cent of the billed premiums towards coverage of eligible Employees in the active employ of the Employer under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the Employee through payroll deduction.
- (e) The short term sick leave plan shall be registered with the Employment Insurance Commission. The Employee share of the Employer's employment insurance premium will be retained by the Employer towards offsetting the cost of the benefit improvements.
- (f) Part-time Employees shall receive thirteen (13) per cent of their regular straight time rate of compensation in lieu of benefits or may opt in to participating in the benefits package as allowable by the carrier. It is not possible to receive both with the exception that if the Employee wishes to participate in the Employers of Ontario Pension Plan, the Employee shall receive nine (9) per cent in lieu of benefit and shall participate in HOOPP.

25.02 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the view of the Employees. Upon request by the Union, the Employer shall provide to the Union, full specifications to the benefit programmes contracted for and in effect for Employees covered herein.

25.03 Pension

All present Employees enrolled in the Employer's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New Employees and Employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Health and Safety Committee

- (a) The Employer and Union agree that they mutually desire to maintain standards of safety and health in the Employer in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention Health and Safety Committee at least one representative selected or appointed by the Union from amongst Bargaining Unit Employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be granted and deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant Employees may request to be transferred from their current duties if, in the professional opinion of the Employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant Employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 20.

- (i) Where the Employer identifies high risk areas where Employees are exposed to Hepatitis B, the Employer will provide, at no cost to the Employees, a Hepatitis B vaccine.

26.02 Protective Footwear

With the exception of Ambulance, for all Employees who the Employer requires wear safety footwear during the course of their duties, the Employer will reimburse the Employee a maximum of \$250.00 every second year, upon submission of original receipts as proof of purchase.

26.03 Paramedic Provisions

The Employer shall supply such items of uniform that it determines necessary and appropriate, in accordance with Employer policy as determined from time to time.

Ambulance Officers will be provided the following on initial hire:

- 1 - Winter Coat
- 1 - Fall/Spring or Combination Coat
- 1 - Pair of Winter Boots
- 1 - Sweater
- 4 - Pairs of Pants (Full-time Officers)/ 2-- Pairs of Pants (Part-time Officers)
- 1 - Duty Belt
- 4 - Dress shirts
- 3 - Golf Shirts
- 2 - T-Shirts
- 2 - Long Necks
- 1 - Notebook and cover
- 1 - Baseball Cap (Duty Hat)

Helmets, safety vests, safety gloves and safety goggles will be provided in each service ambulance.

In addition, the Employer will supply:

- one (1) set of rain gear per Employee per shift;
- one (1) pair of winter mitts per Employee per shift.

26.04 Shipping and Maintenance Departments

The Employer will place a winter coat, winter gloves, two pairs of coveralls or cargo pants and work gloves in its Shipping and Maintenance Departments, and will also provide the Shipper/Receiver with a pair of winter boots for use during the winter season.

ARTICLE 27 – COMPENSATION AND PAY ADMINISTRATION

27.01 Job Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer.

Notwithstanding Article 15, Grievance and Arbitration Procedure, if the parties are unable to agree, the dispute concerning the new rate may be submitted directly to Arbitration within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to that date that the Union raised the issue with the Employer.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an Employee is unable to carry out the regular functions of his position, the Employer may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the Employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

27.02 Promotion to a Higher Classification

An Employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

27.03 Pay Administration

- (a) An Employee is entitled to be paid for services rendered at the pay specified in Appendix A.
- (b) The rates of pay set forth in Appendix A shall become effective on the date specified.
- (c) Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.
- (c) Payments for all Employees shall be made by way of direct deposit to a bank account of the Employees.

ARTICLE 28 - PERFORMANCE REVIEW AND EMPLOYEE FILES

- 28.01 (a) When a formal assessment of an Employee's performance is made, the Employee concerned must be given an opportunity to sign the assessment form in question, upon its completion, to indicate that its contents have been read. A copy of the assessment form will be provided to the Employee at that time. An Employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the Employee's concurrence with the statements contained on the form.
- (b) The Employer's representative who assesses an Employee's performance must have observed or been aware of the Employee's performance for at least one-half (1/2) of the period for which the Employee's performance is evaluated.
- (c) An Employee has the right to make written comments to be attached to the assessment form.
- 28.02 (a) Prior to an Employee performance review, the Employee shall be given:
- (i) the assessment form, which will be used for the review;
 - (ii) any written document which provides instructions to the person conducting the review;
- (b) If during the Employee performance review either the form or instructions are changed, they shall be given to the Employee.
- 28.03 Upon written request of an Employee, the personnel file of that Employee shall be made available, once per year, for their examination in the presence of an authorized representative of the Employer.

28.04 Statement of Duties

Upon request, an Employee shall be provided with a complete and current statement of the duties and responsibilities of their position.

ARTICLE 29 – EDUCATION, TRAINING AND PROFESSIONAL DEVELOPMENT

The Employer and the Union recognize that continuing education is important for all Employees and that they have shared interests and responsibilities in ensuring equitable access to it.

The Parties will endeavour to maximize opportunities for training and professional development, which may include, but are not limited to:

1. **Mandatory training**

Job-related regulatory or funder requirement for training or education that is essential to maintaining a professional designation or certification.

2. **Attendance at Conferences and Conventions**

An Employee shall have the opportunity on occasion to attend conferences and conventions which are related to his or her field of specialization, subject to operational constraints.

3. **Career Development leave with or without pay**

Career Development Leave with or without pay may be granted upon written application by the Employee and with the approval of the Employer. Career Development Leave may be granted for training directly related to the Employer's objectives.

Where Employees are required by the Employer to take courses, attend conferences to upgrade or acquire new employment qualifications, the Employer shall pay the full costs, including travel days associated with the courses (1) or conferences (2).

Where the Employee requests it, the Employer and the Employee will jointly create an Annual Development Plan outlining continuing education goals and objectives. Subject to the operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an Employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer.

ARTICLE 30 – SEVERANCE PAY

All Employees employed on or before January 19, 2015 who were entitled to severance pay under the PIPSC collective agreement, which expired March 31, 2010, the SEIU collective agreement which expired March 31, 2009, and the PSAC collective agreement which expired March 31, 2011 shall retain all severance entitlements accumulated up to January 19, 2015 which shall then be frozen at those levels and the following shall apply:

30.01 Under the following circumstances and subject to clause 28.02, an Employee shall receive severance benefits calculated on the basis of the Employee's weekly rate of pay:

- (a) (i) On the first lay off, two (2) weeks' pay for the first complete year of Continuous Service and one (1) week's pay for each additional year of employment.

- (ii) On the second or subsequent lay off, one (1) week's pay for each complete year of Continuous Service, less any period in respect of which the Employee was granted severance pay under sub-clause (a)(i) above.
 - (b) On resignation, subject to sub-clause xx.01(d) and with ten (10) or more years of Continuous Service, one-half (1/2) week's pay for each complete year of Continuous Service, up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.
 - (c) On retirement, a severance payment in respect of the Employee's complete period of Continuous Service, comprised of one (1) week's pay for each complete year of Continuous Service and, in the case of a partial year of Continuous Service, one (1) week's pay multiplied by the number of days of Continuous Service divided by 365, to a maximum of thirty (30) weeks' pay.
 - (d) If an Employee dies, there shall be paid to the Employee's estate a severance payment in respect of the Employee's complete period of Continuous Service, comprised of one (1) week's pay for each complete year of Continuous Service and, in the case of a partial year of Continuous Service, one (1) week's pay multiplied by the number of days of Continuous Service divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.
 - (e)
 - (i) When an Employee has completed more than one (1) year of Continuous Service and ceases to be employed by reason of incapacity, shall receive one (1) week's pay for each complete year of Continuous Service, with a maximum benefit of twenty-eight (28) weeks.
 - (ii) When an Employee has completed more than ten (10) years of Continuous Service and ceases to be employed by reason of incompetence, shall receive one (1) week's pay for each complete year of Continuous Service, with a maximum benefit of twenty-eight (28) weeks.
- 30.02 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay the Employee was receiving on the date of the termination of the Employee's employment.
- 30.03 Severance benefits payable to an Employee under this Article shall be reduced by any period of Continuous Service in respect of which the Employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay, provided under clause 28.01, be pyramided.
- 30.04 For all other Employees, the *Employment Standards Act, 2000* shall apply.

ARTICLE 31 – ALLOWANCES

31.01 Northern Allowance

- (a) Full-time employees will be paid an annual northern allowance as set out below:

Moosonee	\$5,000.00
Moose Factory	\$5,000.00
Fort Albany	\$5,382.00
Kashechewan	\$5,517.00
Attawapiskat	\$5,517.00
Peawanuk	\$6,200.00

- (b) The allowance will be calculated as an hourly rate based on an Employee's regular hours of work and distributed on each pay cheque.
- (c) Part-time Employees shall receive the above amounts on a pro-rata hourly basis.
- (d) Employees with existing dependent coverage as of January 19, 2015 who were subject to the PIPSC collective agreement, which expired March 31, 2010, the SEIU collective agreement which expired March 31, 2009, and the PSAC collective agreement which expired March 31, 2011 shall maintain dependent coverage fixed at the rates in effect as of January 19, 2015.

31.02 Retention Bonus

- (a) Registered Practical Nurses (RPNs), X-ray Technologists, Lab Technologists, Dental Hygienists and Lab Technicians who provide 12 full months of continuous service to the employer will receive an annual retention incentive of \$3500 after the first complete year of service, \$3500 after the second complete year of service, \$8000 after the third complete year of service, and \$5000 for each complete year of service thereafter.
- (b) Occupational Therapists, Physiotherapists, Pharmacists and Dieticians who provide 12 full months of continuous service to the employer will receive an annual retention incentive of \$4000 after the first complete year of service, \$5000 after the second complete year of service, \$6000 after the third complete year of service, and \$7000 for each complete year of service thereafter.
- (c) Paramedics
- (i) Paramedics in Moosonee will receive a retention incentive of \$3500 after 2080 regular hours of service, \$4500 after 4160 regular hours of service, \$5500 after 6240 regular hours of service, and \$5500 for each subsequent 2080 hours of regular service thereafter.

- (ii) Paramedics in Fort Albany or Kashechewan will receive a retention incentive of \$4000 after 2080 regular hours of service, \$5500 after 4160 regular hours of service, \$6500 after 6240 regular hours of service, and \$6500 for each subsequent 2080 hours of regular service thereafter.
- (iii) Paramedics in Attawapiskat will receive a retention incentive of \$4500 after 2080 regular hours of service, \$6000 after 4160 regular hours of service, \$7000 after 6240 regular hours of service, and \$7000 for each subsequent 2080 hours of regular service thereafter.

31.03 Housing Allowance

Paramedic employees employed on or before January 19, 2015 who are not living in Employer provided housing, shall continue to be entitled to the monthly housing subsidy in accordance with the terms of Letter of Agreement #2.

31.04 Residence Rates

Future rent increases to be consistent with those promulgated pursuant to the Ontario Residential Tenancies Act, 2006.

ARTICLE 32 – TRAVELLING TIME

32.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

32.02 When an Employee is required to travel outside their headquarters area on Employer business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer, and the Employee will be compensated for travel time in accordance with clauses 32.03 and 32.04. Travelling time shall include time necessarily spent at each stop-over en route, provided such stop-over is not longer than three (3) hours.

32.03 For the purposes of clauses 32.02 and 32.04, the travelling time for which an Employee shall be compensated is as follows:

- (a) For travel by public transportation: The time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation: The normal time, as determined by the Employer, to proceed from the Employee's place of residence or workplace, as applicable, direct to the Employee's destination and, upon the Employee's return, directly back to the Employee's residence or workplace.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the Employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

32.04 If an Employee is required to travel, as set forth in clauses 32.02 and 32.03:

- (a) On a normal working day on which the Employee travels but does not work, the Employee shall receive their regular pay for the day.
- (b) On a normal working day on which the Employee travels and works, the Employee shall be paid;
 - (i) Their regular pay for the day for a combined period of travel and work, not exceeding their regular scheduled working hours, and
 - (ii) At the applicable overtime rate for additional travel time, in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight time rate of pay.
- (c) On a day of rest or on a designated paid holiday, the Employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of eight (8) hours' pay at the straight time rate of pay.

32.05 This Article does not apply to an Employee when the Employee travels by any type of transport in which they are required to perform work, and/or which also serves as their living quarters during a tour of duty. In such circumstances, the Employee shall receive the greater of:

- (a) On a normal working day, their regular pay for the day, or
- (b) Pay for the actual hours worked, in accordance with Article 20 – Holidays, and the provisions of Article 18 – Hours of Work and Article 19 – Premium Payments.

Travelling time shall include time necessarily spent at each stop-over en route and return, provided that such stop-over does not include an overnight stay.

32.06 Upon application by the Employee and at the discretion of the Employer, compensation earned under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate.

32.07 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences, and seminars, unless the Employee is required to attend by the Employer.

ARTICLE 33 – TRAVEL – USE OF PERSONAL VEHICLE

33.01 When an Employee is required to perform work at sites other than her or his normal workplace, and the Employee's status is such that the Employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation, or mileage allowance, in lieu for travel between the Employee's normal workplace and any other workplace(s).

33.02 An allowance of fifteen dollars (\$15.00) per day in Moosonee, twenty dollars (\$20.00) per day in Fort Albany and twenty five dollars (\$25.00) per day in Attawapiskat, will be paid to an Employee who is requested by the Employer to use their personal vehicle for a whole day working. In those instances where the use of a personal vehicle is occasional and not for an entire day, the rate of compensation shall be in accordance with Employer Policy on the per kilometer rate.

ARTICLE 34 – MEAL RATES

34.01 Daily meal rate of forty-four dollars and eighty-five cents (\$44.85). Incidental rate of six dollars (\$6.00). Private accommodation rate of thirty dollars (\$30.00).

ARTICLE 35 – RELOCATION

The following provision applies to both Full-time and Part-time Employees.

35.01 The Employer will arrange for travel for Employees from outside the area for themselves and their dependants from their point of hiring to their place of duty up to a maximum of the equivalent of airfare from Toronto to their place of duty.

35.02 The cost of excess luggage over the amount normally allowed by the airlines will not be reimbursed.

35.03 The Employer will reimburse the Employee for the cost of shipping a maximum of 1000 pounds for the Employee's personal effects up to a maximum of what the current cost would be to ship the same weight from Toronto to their place of duty by air.

35.04 Upon termination of the employment of the Employee, after twelve (12) months of employment, the Employer will reimburse the cost of shipping 1000 pounds for Full-time Employees and 500 pounds for Part-time Employees of personal effects up to a maximum of what the current cost would be to ship the same weight from their place of duty to Toronto.

35.05 Employees whose existing entitlement, prior to ratification of this agreement, to a higher weight allowance than that stated in 33.04 above will maintain that higher weight allowance until their employment terminates.

35.06 An Employee who is relocating to a WAHA position in another community within the WAHA area may request an additional relocation subsidy to move to that community, up to a maximum of what the current cost would be to ship the same weight referred to in 33.04 above between the two WAHA communities. A request for internal relocation support will be granted only once during the Employee's WAHA career. Such requests will not be unreasonably denied.

35.07 Provided the Employee has been in the position for a minimum of twelve (12) months, upon request, an Employee who is relocating to a WAHA position in another community within the WAHA area may use the entitlement set out in 33.04 above to relocate the Employee and their dependants to that community, up to a maximum of what the current cost would be to ship the same weight between the two WAHA communities.

ARTICLE 36 – DURATION

36.01 The provisions of this Collective Agreement come into force on January 19, 2015 except as otherwise specified by the Interest Arbitration Award of that date.. The term of the Collective Agreement shall be to March 31, 2016.

36.02 Amendment by Mutual Consent

The provisions of this Collective Agreement may be amended by mutual consent.

APPENDIX A – RATES OF PAY

CLINICAL PROFESSIONAL/CLINICAL SUPPORT

Registered Practical Nurse (PSAC-JBGH harmonized to PSAC-WHA rate - formerly HS-07)

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	22.29	22.74	23.19	23.65	23.82

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	24.78	25.28	25.46

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	25.46	25.64	25.82

Ambulance Communications Officer (ACO) Team Leader (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	24.55	25.04	25.54	26.05	26.23	26.41	26.59
Step 2	25.06	25.56	26.07	26.59	26.78	26.97	27.16
Step 3	25.64	26.15	26.67	27.20	27.39	27.58	27.77
Step 4	26.69	27.22	27.76	28.32	28.52	28.72	28.92
Step 5	28.27	28.84	29.42	30.01	30.22	30.43	30.64
Step 6	29.13	29.71	30.30	30.91	31.13	31.35	31.57

Primary Care Paramedic (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	32.40	33.05	33.71	34.38	34.62	34.86	35.10
Step 2	33.37	34.04	34.72	35.41	35.66	35.91	36.16
Step 3	34.38	35.07	35.77	36.49	36.75	37.01	37.27

Concurrent Disorders Worker (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	32.69	33.34	34.01	34.69	34.93	35.17	35.42
Step 2	33.48	34.15	34.83	35.53	35.78	36.03	36.28
Step 3	34.17	34.85	35.55	36.26	36.51	36.77	37.03
Step 4	34.80	35.50	36.21	36.93	37.19	37.45	37.71
Step 5	35.56	36.27	37.00	37.74	38.00	38.27	38.54

Court Worker/Intensive Case Manager; Regional Crisis Intervention/Early Episode Clinician; Discharge Planner (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	31.46	32.09	32.73	33.38	33.61	33.85	34.09
Step 2	32.10	32.74	33.39	34.06	34.30	34.54	34.78
Step 3	32.75	33.41	34.08	34.76	35.00	35.25	35.50
Step 4	33.42	34.09	34.77	35.47	35.72	35.97	36.22
Step 5	34.10	34.78	35.48	36.19	36.44	36.70	36.96

Mental Health Clinical Coordinator (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	32.69	33.34	34.01	34.69	34.93	35.17	35.42
Step 2	33.48	34.15	34.83	35.53	35.78	36.03	36.28
Step 3	34.17	34.85	35.55	36.26	36.51	36.77	37.03
Step 4	34.80	35.50	36.21	36.93	37.19	37.45	37.71
Step 5	35.56	36.27	37.00	37.74	38.00	38.27	38.54

Mental Health Clinician (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	31.46	32.09	32.73	33.38	33.61	33.85	34.09
Step 2	32.10	32.74	33.39	34.06	34.30	34.54	34.78
Step 3	32.76	33.42	34.09	34.77	35.01	35.26	35.51
Step 4	33.42	34.09	34.77	35.47	35.72	35.97	36.22
Step 5	34.10	34.78	35.48	36.19	36.44	36.70	36.96

Mental Health Worker; Patient Navigator; Intake, Information & Referral Worker (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	21.21	21.63	22.06	22.50	22.66	22.82	22.98
Step 2	21.66	22.09	22.53	22.98	23.14	23.30	23.46
Step 3	22.07	22.51	22.96	23.42	23.58	23.75	23.92
Step 4	22.49	22.94	23.40	23.87	24.04	24.21	24.38
Step 5	22.93	23.39	23.86	24.34	24.51	24.68	24.85

Mental Health Worker (Addictions) (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	24.44	24.93	25.43	25.94	26.12	26.30	26.48

Pharmacist (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	38.08	38.84	39.62	40.41	40.69	40.97	41.26
Step 2	38.85	39.63	40.42	41.23	41.52	41.81	42.10
Step 3	39.34	40.13	40.93	41.75	42.04	42.33	42.63
Step 4	41.53	42.36	43.21	44.07	44.38	44.69	45.00
Step 5	42.71	43.56	44.43	45.32	45.64	45.96	46.28

EMS Quality Assurance Team Leader (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	35.42	36.13	36.85	37.59	37.85	38.11	38.38
Step 2	36.84	37.58	38.33	39.10	39.37	39.65	39.93
Step 3	37.94	38.70	39.47	40.26	40.54	40.82	41.11
Step 4	38.70	39.47	40.26	41.07	41.36	41.65	41.94
Step 5	39.86	40.66	41.47	42.30	42.60	42.90	43.20

Physiotherapist (former PIPSC members at JBGH)

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	35.97	36.69	37.42	37.68	37.94	38.21
Step 2	37.40	38.15	38.91	39.18	39.45	39.73
Step 3	38.90	39.68	40.47	40.75	41.04	41.33
Step 4	40.46	41.27	42.10	42.39	42.69	42.99
Step 5	42.08	42.92	43.78	44.09	44.40	44.71
Step 6	43.76	44.64	45.53	45.85	46.17	46.49
Step 7	45.51	46.42	47.35	47.68	48.01	48.35
Step 8	47.33	48.28	49.25	49.59	49.94	50.29
Step 9	49.23	50.21	51.21	51.57	51.93	52.29
Step 10	51.19	52.21	53.25	53.62	54.00	54.38
Step 11	53.24	54.30	55.39	55.78	56.17	56.56

Occupational Therapist (PSAC-JBGH harmonized to former PIPSC-WHA)

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	32.82	33.48	34.15	34.83	35.07
Step 2	33.64	34.31	35.00	35.70	35.95
Step 3	34.38	35.07	35.77	36.49	36.75
Step 4	35.33	36.04	36.76	37.50	37.76
Step 5	36.23	36.95	37.69	38.44	38.71

PIPSC- WHA

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	35.97	36.69	37.42	37.68
Step 2	37.40	38.15	38.91	39.18
Step 3	38.90	39.68	40.47	40.75
Step 4	40.46	41.27	42.10	42.39
Step 5	42.08	42.92	43.78	44.09
Step 6	43.76	44.64	45.53	45.85
Step 7	45.51	46.42	47.35	47.68
Step 8	47.33	48.28	49.25	49.59

Step 9	49.23	50.21	51.21	51.57
Step 10	51.19	52.21	53.25	53.62
Step 11	53.24	54.30	55.39	55.78

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	37.68	37.94	38.21
Step 2	39.94	40.22	40.50
Step 3	42.21	42.51	42.81
Step 4	44.47	44.78	45.09
Step 5	46.73	47.06	47.39
Step 6	48.99	49.33	49.68
Step 7	51.26	51.62	51.98
Step 8	53.52	53.89	54.27
Step 9	55.78	56.17	56.56

Social Worker - non-degree (former PIPSC-JBGH)

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	25.95	26.47	27.00	27.19	27.38	27.57
Step 2	26.89	27.43	27.98	28.18	28.38	28.58
Step 3	27.83	28.39	28.96	29.16	29.36	29.57
Step 4	28.76	29.34	29.93	30.14	30.35	30.56
Step 5	29.35	29.94	30.54	30.75	30.97	31.19

Social Worker - with degree (former PIPSC-JBGH)

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	33.07	33.73	34.40	34.64	34.88	35.12
Step 2	34.01	34.69	35.38	35.63	35.88	36.13
Step 3	34.95	35.65	36.36	36.61	36.87	37.13
Step 4	35.88	36.60	37.33	37.59	37.85	38.11
Step 5	36.45	37.18	37.92	38.19	38.46	38.73

Diabetes Dietitian, Hospital Dietitian (former PIPSC-JBGH)

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	31.53	32.16	32.80	33.03	33.26	33.49
Step 2	32.50	33.15	33.81	34.05	34.29	34.53
Step 3	33.57	34.24	34.92	35.16	35.41	35.66
Step 4	34.63	35.32	36.03	36.28	36.53	36.79
Step 5	35.72	36.43	37.16	37.42	37.68	37.94
Step 6	36.82	37.56	38.31	38.58	38.85	39.12
Step 7	37.56	38.31	39.08	39.35	39.63	39.91

Pharmacy Technician (PSAC-JBGH harmonized to PSAC-WHA - formerly EG-02)

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	24.00	24.48	24.97	25.47	25.65

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	20.49	20.90	21.05
Step 2	21.39	21.82	21.97
Step 3	22.25	22.70	22.86
Step 4	23.13	23.59	23.76
Step 5	24.06	24.54	24.71
Step 6	25.02	25.52	25.70

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	21.97	22.12	22.27
Step 2	22.86	23.02	23.18
Step 3	23.76	23.93	24.10
Step 4	24.71	24.88	25.05
Step 5	25.70	25.88	26.06

Laboratory Assistant (PSAC-WHA - formerly EG-02)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	20.49	20.90	21.05	21.20	21.35
Step 2	21.39	21.82	21.97	22.12	22.27
Step 3	22.25	22.70	22.86	23.02	23.18
Step 4	23.13	23.59	23.76	23.93	24.10
Step 5	24.06	24.54	24.71	24.88	25.05
Step 6	25.02	25.52	25.70	25.88	26.06

Dental Hygienist, Laboratory Technologist, X-ray Technologist (PSAC-WHA - formerly EG-04)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	28.37	28.94	29.14	29.34	29.55
Step 2	29.48	30.07	30.28	30.49	30.70
Step 3	30.70	31.31	31.53	31.75	31.97
Step 4	31.92	32.56	32.79	33.02	33.25
Step 5	33.15	33.81	34.05	34.29	34.53
Step 6	34.37	35.06	35.31	35.56	35.81
Step 7	35.59	36.30	36.55	36.81	37.07
Step 8	36.80	37.54	37.80	38.06	38.33

Step 9	38.04	38.80	39.07	39.34	39.62
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Dental Assistant Uncertified (PSAC-WHA - formerly HS-05)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	21.29	21.72	21.87	22.02	22.17

Dental Assistant Certified (PSAC-WHA - formerly HS-07)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	27.39	27.94	28.14	28.34	28.54

Telehealth Coordinator (PSAC-WHA - formerly HS-07)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	24.78	25.28	25.46	25.64	25.82

Residential Care Worker (PSAC-WHA - formerly HS-03)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	17.73	18.08	18.21	18.34	18.47

Timmins Residential Care - TRC (PSAC-WHA)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	17.73	18.08	18.21	18.34	18.47

Timmins Residential Care - TRA (PSAC-WHA)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	15.39	15.70	15.81	15.92	16.03

Clinic Aide (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	15.68	15.99	16.31	16.64	16.76	16.88	17.00
Step 2	16.09	16.41	16.74	17.07	17.19	17.31	17.43
Step 3	16.48	16.81	17.15	17.49	17.61	17.73	17.85
Step 4	16.95	17.29	17.64	17.99	18.12	18.25	18.38
Step 5	17.35	17.70	18.05	18.41	18.54	18.67	18.80

Physiotherapy Aide (PSAC-WHA - formerly HS-05)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	21.29	21.72	21.87	22.02	22.17

HOSPITAL SERVICES

Health Care Aide (PSAC-JBGH harmonized to PSAC-WHA - formerly HS-05)

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	15.25	15.56	15.87	16.19	16.30
Step 2	15.68	15.99	16.31	16.64	16.76
Step 3	16.09	16.41	16.74	17.07	17.19
Step 4	16.47	16.80	17.14	17.48	17.60
Step 5	16.92	17.26	17.61	17.96	18.09

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	21.29	21.72	21.87

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	21.02	21.17	21.32
Step 2	21.44	21.59	21.74
Step 3	21.87	22.02	22.17

Dietary Aide (former SEIU-WHA harmonized to PSAC-JBGH)

SEIU-WHA

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	16.53	16.86	17.20	17.32

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	15.06	15.36	15.67	15.98	16.09
Step 2	15.48	15.79	16.11	16.43	16.55
Step 3	15.88	16.20	16.52	16.85	16.97
Step 4	16.27	16.60	16.93	17.27	17.39
Step 5	16.70	17.03	17.37	17.72	17.84

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	16.97	17.09	17.21
Step 2	17.39	17.51	17.63
Step 3	17.84	17.96	18.09

Laundry Aide (former SEIU-WHA harmonized to PSAC-JBGH)

SEIU-WHA

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	16.53	16.86	17.20	17.32

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	14.78	15.08	15.38	15.69	15.80
Step 2	15.17	15.47	15.78	16.10	16.21
Step 3	15.61	15.92	16.24	16.56	16.68
Step 4	15.98	16.30	16.63	16.96	17.08
Step 5	16.37	16.70	17.03	17.37	17.49

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	16.68	16.80	16.92
Step 2	17.08	17.20	17.32
Step 3	17.49	17.61	17.73

Housekeeper (former SEIU-WHA harmonized to PSAC-JBGH)

SEIU-WHA

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	16.53	16.86	17.20	17.32

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	15.06	15.36	15.67	15.98	16.09
Step 2	15.48	15.79	16.11	16.43	16.55
Step 3	15.88	16.20	16.52	16.85	16.97
Step 4	16.27	16.60	16.93	17.27	17.39
Step 5	16.69	17.02	17.36	17.71	17.83

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	16.97	17.09	17.21
Step 2	17.39	17.51	17.63
Step 3	17.83	17.95	18.08

Chief Cook (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	18.49	18.86	19.24	19.62	19.76	19.90	20.04
Step 2	18.89	19.27	19.66	20.05	20.19	20.33	20.47
Step 3	19.29	19.68	20.07	20.47	20.61	20.75	20.90
Step 4	19.69	20.08	20.48	20.89	21.04	21.19	21.34
Step 5	20.07	20.47	20.88	21.30	21.45	21.60	21.75

Assistant Cook (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	15.98	16.30	16.63	16.96	17.08	17.20	17.32
Step 2	16.40	16.73	17.06	17.40	17.52	17.64	17.76
Step 3	16.81	17.15	17.49	17.84	17.96	18.09	18.22
Step 4	17.31	17.66	18.01	18.37	18.50	18.63	18.76
Step 5	17.61	17.96	18.32	18.69	18.82	18.95	19.08

Cook (former SEIU-WHA)

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	18.11	18.47	18.84	18.97	19.10	19.23

Diet Stores Assistant (former SEIU-WHA)

	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	16.72	17.05	17.39	17.51	17.63	17.75

Stores Assistant (PSAC-WHA - formerly HS-03)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	17.73	18.08	18.21	18.34	18.47

ADMINISTRATIVE

Computer Technician (PSAC-WHA - formerly CST1 - harmonized to PSAC-JBGH rate)

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	22.74	23.19	23.35
Step 2	23.31	23.78	23.95
Step 3	23.93	24.41	24.58
Step 4	24.55	25.04	25.22
Step 5	25.25	25.76	25.94

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	23.65	24.12	24.60	25.09	25.27

Step 2	23.97	24.45	24.94	25.44	25.62
Step 3	24.57	25.06	25.56	26.07	26.25
Step 4	25.19	25.69	26.20	26.72	26.91
Step 5	25.83	26.35	26.88	27.42	27.61

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	25.27	25.45	25.63
Step 2	25.62	25.80	25.98
Step 3	26.25	26.43	26.62
Step 4	26.91	27.10	27.29
Step 5	27.61	27.80	27.99

Purchasing Clerk (PSAC-JBGH)

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	18.99	19.37	19.76	20.16	20.30	20.44	20.58
Step 2	19.42	19.81	20.21	20.61	20.75	20.90	21.05
Step 3	19.84	20.24	20.64	21.05	21.20	21.35	21.50
Step 4	20.26	20.67	21.08	21.50	21.65	21.80	21.95
Step 5	20.66	21.07	21.49	21.92	22.07	22.22	22.38

Administrative Assistant Diabetes, Boarder Coordinator, Driver/Transportation Coordinator, OHIP Billing Clerk, Outpatient Clerk, Patient Registration Clerk, Release of Information Clerk, Unit Clerk (PSAC-WHA - formerly CR-03)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	16.54	16.87	16.99	17.11	17.23
Step 2	17.04	17.38	17.50	17.62	17.74
Step 3	17.53	17.88	18.01	18.14	18.27
Step 4	18.02	18.38	18.51	18.64	18.77

Senior Clerk (PSAC-JBGH) harmonized to PSAC-WHA rate;

Travel & Relocation Clerk, Accounts Clerk, Transportation Clerk, Maintenance Clerk, Transportation Coordinator, Accounts Payable/Travel Clerk, Shipping/Receiving Clerk, Administrative Clerk, Accounts Payable Clerk, Clinic Assistant/File Clerk, Staffing Clerk (and all former PSAC-WHA CR-04 positions)

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	17.04	17.38	17.73	18.08	18.21
Step 2	17.46	17.81	18.17	18.53	18.66
Step 3	17.84	18.20	18.56	18.93	19.06
Step 4	18.27	18.64	19.01	19.39	19.53
Step 5	18.66	19.03	19.41	19.80	19.94

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	18.30	18.67	18.80
Step 2	18.85	19.23	19.36
Step 3	19.40	19.79	19.93
Step 4	19.95	20.35	20.49

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	18.80	18.93	19.06
Step 2	19.36	19.50	19.64
Step 3	19.93	20.07	20.21
Step 4	20.49	20.63	20.77

**General Accounting/Payroll Clerk (PSAC-JBGH) harmonized to WHA rate;
Accounts Payable/Payroll Clerk (PSAC-WHA - formerly CR-05);**

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	18.99	19.37	19.76	20.16	20.30
Step 2	19.42	19.81	20.21	20.61	20.75
Step 3	19.84	20.24	20.64	21.05	21.20
Step 4	20.26	20.67	21.08	21.50	21.65
Step 5	20.66	21.07	21.49	21.92	22.07

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1			20.68
Step 2			21.31
Step 3			21.95
Step 4			22.57

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	20.68	20.82	20.97
Step 2	21.31	21.46	21.61
Step 3	21.95	22.10	22.25
Step 4	22.57	22.73	22.89

HSIP Project Coordinator, Payroll Clerk, Rehabilitation Assistant, SPD Technician (PSAC-WHA - formerly AS-01)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	21.29	21.72	21.87	22.02	22.17
Step 2	22.13	22.57	22.73	22.89	23.05
Step 3	22.97	23.43	23.59	23.76	23.93
Step 4	23.82	24.30	24.47	24.64	24.81
Step 5	24.65	25.14	25.32	25.50	25.68

**Human Resources Assistant (PSAC-WHA - formerly AS-01);
Human Resources Clerk (PSAC-JBGH) harmonized to WHA rate**

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	18.99	19.37	19.76	20.16	20.30
Step 2	19.42	19.81	20.21	20.61	20.75
Step 3	19.84	20.24	20.64	21.05	21.20
Step 4	20.26	20.67	21.08	21.50	21.65
Step 5	20.66	21.07	21.49	21.92	22.07

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	21.29	21.72	21.87
Step 2	22.13	22.57	22.73
Step 3	22.97	23.43	23.59
Step 4	23.82	24.30	24.47
Step 5	24.65	25.14	25.32

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	21.87	22.02	22.17
Step 2	22.73	22.89	23.05
Step 3	23.59	23.76	23.93
Step 4	24.47	24.64	24.81
Step 5	25.32	25.50	25.68

Dental Office Supervisor, Supervisor Client Services, Administration Officer Physician Services, Supervisor Medical Records & Patient Registration (PSAC-WHA - formerly AS-02)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	23.69	24.16	24.33	24.50	24.67
Step 2	24.63	25.12	25.30	25.48	25.66

Step 3	25.57	26.08	26.26	26.44	26.63
Step 4	26.52	27.05	27.24	27.43	27.62

Secretarial, Stenographic, Typing (PSAC-WHA - formerly SCY-01)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	15.39	15.70	15.81	15.92	16.03
Step 2	15.66	15.97	16.08	16.19	16.30
Step 3	16.11	16.43	16.55	16.67	16.79
Step 4	16.55	16.88	17.00	17.12	17.24
Step 5	17.02	17.36	17.48	17.60	17.72

Mental Health Secretary (PSAC-JBGH);

Medical Secretary, OR Secretary (PSAC-WHA - formerly SCY-02) harmonized to JBGH rate

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	17.28	17.63	17.75
Step 2	17.79	18.15	18.28
Step 3	18.30	18.67	18.80
Step 4	18.81	19.19	19.32

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	16.91	17.25	17.60	17.95	18.08
Step 2	17.17	17.51	17.86	18.22	18.35
Step 3	18.01	18.37	18.74	19.11	19.24
Step 4	18.40	18.77	19.15	19.53	19.67
Step 5	18.82	19.20	19.58	19.97	20.11

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	18.08	18.21	18.34
Step 2	18.35	18.48	18.61
Step 3	19.24	19.37	19.51
Step 4	19.67	19.81	19.95
Step 5	20.11	20.25	20.39

Patient Advocate Translator (PSAC-WHA - formerly TPA1)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	26.19	26.71	26.90	27.09	27.28

Transcriptionist (PSAC-WHA)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	16.86	17.20	17.32	17.44	17.56
Step 2	17.38	17.73	17.85	17.97	18.10
Step 3	17.91	18.27	18.40	18.53	18.66
Step 4	18.43	18.80	18.93	19.06	19.19

TRADES

Maintenance Person (PSAC-JBGH);

Labourer/Utility Person (PSAC-WHA - formerly LAB1) harmonized to JBGH rate

PSAC- WHA

	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	15.70	16.01	16.12

PSAC- JBGH

	1-Apr-09	1-Apr-10	1-Apr-11	1-Apr-12	1-Apr-13
Step 1	17.83	18.19	18.55	18.92	19.05
Step 2	18.24	18.60	18.97	19.35	19.49
Step 3	18.64	19.01	19.39	19.78	19.92
Step 4	19.04	19.42	19.81	20.21	20.35
Step 5	19.47	19.86	20.26	20.67	20.81

Harmonized grid

	1-Oct-13	1-Apr-14	1-Apr-15
Step 1	19.49	19.63	19.77
Step 2	20.15	20.29	20.43
Step 3	20.81	20.96	21.11

Stationary Engineer – Heating, Power, and Stationary Plant Operation (PSAC-WHA - formerly HP-04)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	23.23	23.69	23.86	24.03	24.20
Step 2	23.76	24.24	24.41	24.58	24.75
Step 3	24.29	24.78	24.95	25.12	25.30

Painter (PSAC-WHA - formerly PTR1)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	20.45	20.86	21.01	21.16	21.31

Carpenter (PSAC-WHA - formerly CAR1)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	22.84	23.30	23.46	23.62	23.79

Electrician 1 (PSAC-WHA - formerly ELE-01)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	25.44	25.95	26.13	26.31	26.49

Electrician 2 (PSAC-WHA - formerly ELE-02)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	22.93	23.39	23.55	23.71	23.88

Mechanic (PSAC-WHA - formerly MAC1)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	21.76	22.20	22.36	22.52	22.68

Plumber Oil Burner Technician (PSAC-WHA - formerly PLOBT)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	28.94	29.52	29.73	29.94	30.15

Plumber (PSAC-WHA - formerly PLU1)

	1-Apr-11	1-Apr-12	1-Apr-13	1-Apr-14	1-Apr-15
Step 1	23.23	23.69	23.86	24.03	24.20

LETTER OF UNDERSTANDING #1

ANNUAL REVIEW OF TEMPORARY, TERM AND CASUAL EMPLOYEES

The parties agree that there will be an annual review, as described below.

WAHA and the Union will undertake a review for the purposes of determining if any temporary Employee has been continuously employed for longer than one (1) year as of January 19, 2015. For further clarity, the review will be backward looking and will be for the purposes of identifying those temporary Employees who have been continuously employed from January 19, 2014 through January 19, 2015 inclusive.

Thereafter, such a review will commence annually on January 19.

- (1) The following criteria must be met for the position in question to be posted and will be used in the above-noted review:
 - (i) No permanent Employee has a claim to the position in question;
 - (ii) The Employer intends to continue to fill the position;
 - (iii) The position will not be eliminated in the near future;
 - (iv) The position is not being utilized for a "special circumstances" or
- (2) If all of the above noted criteria, as outlined in point (1) are met, then the position in question will be posted as a permanent position pursuant to the Collective Agreement.
- (3) The Union reserves its right to file a grievance and arbitrate any allegation that the Employer has failed to follow this process.

LETTER OF UNDERSTANDING #2

PARAMEDIC HOUSING SUBSIDY

1. The Employer will pay a monthly housing subsidy (the “subsidy”) in the amount of \$450.00 per month, less any required deductions, to paramedic employees in the bargaining unit who are not living in housing supplied by the Employer. For the purposes of this Letter of Agreement “paramedic employee” means a Primary Care Paramedic employed with the Employer on or before the 19th of January 2015.
2. The subsidy will be paid to Full-time paramedic employees. The subsidy will also be paid to Part-time paramedic employees for all months in which they work at least one hundred and four (104) regular hours.
3. In the event the Emergency Health Services Branch discontinues funding for this subsidy, the Employer reserves the right to cancel the housing subsidy program. In such case, it will provide the Union and the affected Employees with ninety (90) days notice of such cancellation.
4. In order to be eligible to receive the subsidy, a paramedic employee must:
 - a. Be employed at the end of the month for which the subsidy relates; and
 - b. Be a resident of a community in which the Employer provides ambulance services
5. Newly hired Full-time paramedic employees commencing employment part way through a month will be paid the subsidy on a pro-rata basis for the first month of their employment. Newly hired Part-time paramedic employees will be paid retroactively if eligible.
6. The subsidy is not subject to the grievance and arbitration provisions of this collective agreement, with the exception of a grievance claiming that the subsidy has not been paid to a particular paramedic employee who was entitled to such payment under the terms of this Letter of agreement.
7. Entitlement to the subsidy is subject to Article 16, Leaves of Absence. For greater clarity, the subsidy will not continue to be paid to paramedic employees for unpaid absences exceeding thirty (30) calendar days.

LETTER OF UNDERSTANDING #3

ACCUMULATION OF VACATION LEAVE CREDITS

Pursuant to Article 22.01(c), accumulation of vacation leave credits for those employed in the former PIPSC bargaining unit prior to and including on January 19, 2015 shall be as follows.

An Employee shall earn vacation leave credits for each calendar month during which the Employee receives pay for at least ten (10) days at the following rate:

- (i) Purchasing and Supply, and Social Work
 - (a) one and two-thirds ($1 \frac{2}{3}$) days until the month in which the Employee's fifth (5th) anniversary of service occurs (20 days per year);
 - (b) one and eleven-twelfths ($1 \frac{11}{12}$) days commencing with the month in which the Employee's fifth (5th) anniversary of service occurs (23 days after five years);
 - (c) two (2) days commencing with the month in which the Employee's ninth (9th) anniversary of service occurs (24 days after nine years);
 - (d) two and one-twelfths ($2 \frac{1}{12}$) days commencing with the month in which the Employee's twelfth (12th) anniversary of service occurs (25 days after 12 years);
 - (e) two and two-twelfths ($2 \frac{2}{12}$) days commencing with the month in which the Employee's seventeenth (17th) anniversary of service occurs (26 days after 17 years);
 - (f) two and three-twelfths ($2 \frac{3}{12}$) days commencing with the month in which the Employee's seventeenth (18th) anniversary of service occurs (27 days after 18 years);
 - (g) two and one-third ($2 \frac{1}{3}$) days per month commencing with the month in which the Employee's nineteenth (19th) anniversary of service occurs (28 days at 19 years);
 - (h) two and five twelfths ($2 \frac{5}{12}$) days per month commencing with the month in which the Employee's twentieth (20th) anniversary of service occurs (29 days at 20 years);
 - (i) two and one half ($2 \frac{1}{2}$) days per month commencing with the month in which the Employee's twenty-first (21st) anniversary of service occurs (30 days at 21 years);
 - (j) two and eleven-twelfths ($2 \frac{11}{12}$) days commencing with the month in which the Employee's twenty-eighth (28th) anniversary of service occurs (35 days after 28 years).
- (ii) Occupational Therapists, Physiotherapists, and Dieticians
 - (a) five (5) weeks ($2 \frac{1}{2}$ days per month) of vacation leave in the first year, two and one twelfth ($2 \frac{1}{12}$) days until the month in which the Employee's twelfth (12th) anniversary of service occurs (25 days in the first year until 17 years);

- (b) two and two-twelfths ($2 \frac{2}{12}$) days commencing with the month in which the Employee's seventeenth (17th) anniversary of service occurs (26 days after seventeen years);
- (c) two and three twelfths ($2 \frac{3}{12}$) days commencing with the month in which the Employee's eighteenth (18th) anniversary of service occurs (27 days after 18 years);
- (d) two and one-third ($2 \frac{1}{3}$) days commencing with the month in which the Employee's nineteenth (19th) anniversary of service occurs (28 days after 19 years);
- (e) two and five twelfths ($2 \frac{5}{12}$) days commencing with the month in which the Employee's twentieth (20th) anniversary of service occurs (29 days after 20 years);
- (f) two and one half ($2 \frac{1}{2}$) days commencing with the month in which the Employee's twenty-first (21st) anniversary of service occurs (30 days after 21 years);
- (g) two and eleven twelfths ($2 \frac{11}{12}$) days per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs (35 days at 28 years).

SIGNED IN MOOSE FACTORY, ON, THIS 28th DAY OF FEBRUARY, 2017

FOR THE EMPLOYER



John McIntosh
Director, Ambulance Services

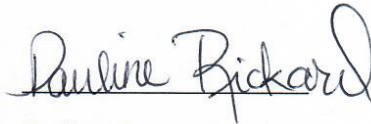


Kelly Reuben
Vice-President, Human Resources

FOR THE UNION



Sharon DeSousa
Regional Executive Vice-
President, Ontario



Pauline Rickard
Local President



Erin Sirett
PSAC Negotiator