

COLLECTIVE AGREEMENT

BETWEEN

Sault Ste. Marie and District Group Health Association
(The Employer)

 *Group Health Centre*

-and-

**Canadian Union of Public Employees and
its Local No. 894, C.L.C.**
(The Union)

CUPE-SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

Effective: January 1, 2024 to December 31, 2026

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – SCOPE

- 2.01 The Agreement shall apply to all Employees of the Sault Ste. Marie and District Group Health Association save and except the President and Chief Executive Officer; Vice Presidents; Administrative Assistants to the above; Directors, Managers and Administrative Assistant to the Medical Group; Manager/Supervisors; Registered Nurses; Nurse Practitioners; Finance Department; Human Resources Department; Privacy Officer; Scheduling Coordinator; Trust Fund Employees; Health Informatics Specialist; Information Communication and Technology Department.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all Employees covered by Article #2 – SCOPE, in respect of hours of work, wages, and all other conditions pertaining to this Agreement.

All correspondence arising out of this Agreement, or incidental thereto between the parties shall pass to and from the Manager of Human Resources or designate, the CUPE Local 894 President with a copy to the CUPE National Representative, except as outlined in the Grievance Procedure.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 There shall be no discrimination by the Employer or the Union against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, handicap, age, marital status, family status, record of offence as defined in the Human Rights Code, or because of membership in the union or political affiliation.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 It is agreed that the Employer has the right to manage all departments, direct the working forces, and to hire, promote, transfer, demote, to lay off, suspend, discipline or discharge employees for just cause, provided however, that the Employer agrees that any exercise of these rights in conflict with the provisions of the Agreement may be subject to the provisions of the Grievance Procedure; to maintain order, discipline and efficiency, and to make and alter from time to time rules and regulations to be observed not inconsistent with the provisions of this Agreement.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 The Union agrees that there will be no interruptions, work stoppage, strike and or any other interference with the Employer's operation during the term of this Agreement. There shall be no lockout by the Employer.

ARTICLE 7 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 7.01 A permanent employee, who in the opinion of the Employer, is not performing their duties satisfactorily will be given a verbal warning in the presence of a shop steward, if any notation is to be made in their record, indicating their performance is not satisfactory. The warning will include the manner in which the performance is unsatisfactory, the remedial action desired by the Employer, and an indication of the time within which the performance is to be brought up to a satisfactory level. The Employer shall provide advance notice of the meeting to the Employee and the Union.
- 7.02 If the performance of a permanent employee continues to be unsatisfactory after the time period required in the verbal warning, or if the performance is deemed as efficiently unsatisfactory as to require stronger action the employee and the secretary of the union will be notified in writing that their work is unsatisfactory within thirty (30) days of the unsatisfactory performance becoming known to the Manager/Supervisor. This notice will include particulars of the work performance deemed unsatisfactory, the remedial action sought by the Manager/Supervisor and the time within which the remedial action is to be accomplished. The employee's reply to a written notice will be in writing within five (5) working days of their receipt of the notice. The Manager/Supervisor's notice and employee's reply will become part of the employee's record. Failure of the employee to follow this procedure will be regarded as an acceptance of the expression of dissatisfaction and the notice will remain in the employee's record.
- 7.03 Failure of an employee to improve their performance to an acceptable level within the time limit may result in suspension or discharge subject to the right of the employee to grieve.

- 7.04 Any letter of reprimand, suspension or any other expression of dissatisfaction shall not be used in a manner detrimental to the Employee if the Employee has worked twelve (12) months since the receipt of the letter, provided that the Employee's record has been discipline free.
- 7.05 Corrective action may vary according to the severity of the problem.
- 7.06 A Probationary Employee and a Temporary Employee are not a Permanent Employee and may be terminated on a lesser standard than a Permanent Employee based on performance and/or ability to do the job, including skills, suitability and availability. The termination of a Probationary or Temporary Employee shall be subject to the grievance procedure if the Probationary or Temporary Employee is released for reasons which are arbitrary, discriminatory or in bad faith. Reason for termination of a Probationary Employee will be provided to the Union.
- 7.07 If a Permanent Employee is suspended or discharged, reason for such action shall be provided to the Union in writing. If the Employee believes they have been treated unjustly, they shall have the right to have their grievance taken up under the Grievance Procedure starting at Step 2 if the grievance is presented in writing within three (3) working days after the suspension or discharge.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A grievance is a formal complaint with regards to the interpretation, application or alleged violation of the Collective Agreement. It is the mutual desire of the parties that complaints or grievances shall be resolved as promptly as possible.

8.02 STEP 1

An Employee with a complaint, including a complaint regarding harassment will advise the Manager/Supervisor involved that they wish to discuss the issue no later than ten (10) working days following the event giving rise to the complaint. The Employee will advise the Manager/Supervisor that this is Step 1 of the grievance procedure and if a Union steward will be present during this discussion.

During the discussion, the Employee will present the essentials of the complaint and a suggested remedy. Following the meeting the Manager/Supervisor will have five (5) working days in which to give a written reply. The reply will be copied to the Union.

If no remedy for the complaint is found at this step, the complaint will be put in writing within ten (10) working days and regarded as a grievance.

8.03 STEP 2

The grievance shall be in writing and shall include the details of the grievance, the date of the event giving rise to the grievance and the sections of the Agreement in violation. The Union will forward the written grievance to the Manager/Supervisor involved and Human Resources. A meeting shall be arranged between both parties within five (5) working days of receipt of the grievance. The Manager/Supervisor involved shall give a written reply to the Union within five (5) working days of the date of the meeting. In either instance a mutually agreeable written extension of the time may be arranged. Failing settlement at this step the matter may be referred to arbitration.

Unless the Manager/Supervisor receives a reply from the Union within five (5) working days of the receipt of the reply the grievance will be determined to have been resolved.

8.04 Union/Policy Grievance

Any difference arising directly between the Union and the Employer concerning the interpretation, application or administration of the terms or provisions of this Agreement may be submitted by the Union at Step 2 of the Grievance Procedure providing that the grievance, in addition to the conditions determined in the preceding paragraph, shall be signed by the President of the Union.

8.05 Wage Grievances

When a grievance which affects an employee's rate of pay is settled in their favour, it shall be made retroactive to the time the violation occurred.

8.06 Dismissal or Suspension Grievance

Dismissal or Suspension grievance shall be defined as the grievance of an Employee who claims that they have been dismissed or suspended without just cause. This grievance shall proceed directly to Step 2.

At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an Employee is entitled to be represented by their Union Representative. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.

The Employer agrees that where an Employee is required to attend a meeting with the Employer that may lead to disciplinary action, as a good labour relations practice, they will inform the Employee of the purpose of the meeting.

8.07 It is agreed that Union/Policy Grievances and Dismissal or Suspension Grievances must be filed at Step 2 of the Grievance Procedure no later than five (5) working days following the event giving rise to the grievance.

Time limits as set out in Article 8 and Article 9 may be extended by mutual agreement of the parties in writing.

ARTICLE 9 - ARBITRATION

- 9.01 If any difference of opinion relating to the interpretation, application, or alleged violation of this Agreement cannot be settled after exhausting the Grievance Procedure, they may be settled by Arbitration as defined in the Ontario Labour Relations Act.
- 9.02 Each of the parties shall bear the expense of the Arbitrator appointed by it and the parties shall bear equally the expense of the third party and any costs of the place of the hearing of the Arbitration, if the necessity arises.
- 9.03 The Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.
- 9.04 In an attempt to resolve the grievance dispute and avoid an arbitration hearing, the parties may mutually agree to the appointment of a Grievance Mediation Officer to assist the parties in resolving the grievance dispute.

ARTICLE 10 - UNION SECURITY

- 10.01 All employees covered by Article 2 - SCOPE, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution of the Union.
- 10.02 The Canadian Union of Public Employees will certify in writing to the Employer the Union dues currently in effect under the Union's Constitution. The Union agrees that it will provide the Employer with thirty (30) days notice of any change in Union dues to be deducted.
- 10.03
- a) Deduction of union dues shall be made every second Friday from the earnings of all employees in the bargaining unit. The total amount of union dues deducted in the year will be shown on the employee's annual tax information report.
 - b) The first deduction in the case of a new employee shall be made at the time of the regular payroll deduction in the month following the month in which they enter the bargaining unit. This deduction will include a one-time initiation fee.
 - c) i. A cheque for the full amount of required Union deductions shall be remitted to the Treasurer of the Union no later than the sixth working day of the month following, accompanied by the names of all employees from whom wages the dues have been deducted, the amount of dues paid, the number of regular

hours worked, regular earnings, overtime hours, overtime earnings and whether each employee is full-time, part-time or casual and indicating any employee who has completed their probationary period in the previous month.

- ii. On a quarterly basis, the Employer will produce a list of all employees showing their addresses, telephone numbers and job classification identifying members who are on a leave of absence and the nature of the leave.

10.04 No contract, written or oral, shall be entered into between an employee and the Employer or any of its duly authorized representatives, on matters relative to hours of work, salaries, working conditions, promotions, demotions, or any conditions affecting the welfare of the employees in general.

10.05 The Employer will provide all new employees with a current Collective Agreement and a union application. Such application will be supplied to the Employer by the Union. A Union representative will meet with each new employee for fifteen (15) minutes during their probationary period.

10.06 The Employer commits to notifying the Union of any new policy prior to the policy being communicated to the bargaining unit.

ARTICLE 11 - REPRESENTATION AND COMMITTEES

11.01 The Employer acknowledges the right of the Union to appoint or otherwise select the following.

- a) Five (5) stewards;
- b) A Negotiating Committee of not more than four (4) employees, one of whom shall be the President of the Union;
- c) A Grievance Committee of not more than four (4) members; one member shall be an officer of the Union, the remaining members will be selected from among the stewards.
- d) An Occupational Health and Safety Committee of not less than two (2) CUPE members to serve on the Joint Health and Safety Committee.
- e) A Cooperative Consultation Committee of not more than two (2) CUPE members, one of whom shall be the President of the Union.
- f) A Nurse Management Committee of not more than three (3) CUPE members.

- g) Notwithstanding the aforementioned, the Union may request and the Employer may approve that the number of CUPE members for any of the above committees can be altered upwards.

- 11.02
- a) Representatives and members of committees must obtain permission from their immediate Manager/Supervisor before absenting themselves from their place of duty to engage in any activity relating to the affairs of the Union. Such permission shall not be unreasonably withheld but shall be subject to the practicality of staff replacement necessary in the interest of maintaining efficient operations and the highest standard of service.
 - b) No Union activities or meetings will be carried out during regularly scheduled hours or on the Employer's premises without the express permission of the immediate Manager/Supervisor.
 - c) The Union will advise the Employer of the names of representatives and committee members.
 - d) The Employer shall pay employees their respective salaries for all regularly scheduled time while attending mutually agreed upon meetings as committee members of the Union or while engaged in the legitimate business of the Union subject to 11.02 (a) and (b).
 - e) A representative of the Canadian Union of Public Employees shall have access to the Employer's premises at reasonable times with permission of the President and Chief Executive Officer and/or designate in order to investigate or assist in the settlement of grievances.

11.03 Labour/Management Committee

- a) The Labour/Management Committee shall be comprised of two (2) representatives from the Employer and the Union. An Employer representative and a Union representative shall act as Co-chairpersons. The Co-chairpersons shall alternate in acting as chairpersons of the meetings. Depending on the nature and content of proposed agenda items, ad-hoc members of Management or the Union may be invited to a scheduled meeting.
- b) The Committee shall meet at least every three (3) months unless agreed otherwise at a mutually agreed time and place for the purpose of discussing matters that would be beneficial to staff relations that affect the parties or bargaining unit employees, excluding grievances and matters pertaining to negotiations.
- c) Either party shall provide specific agenda items to the other party seven (7) days in advance of the meeting, whenever possible as well as the minutes from the preceding meeting.

- d) Minute taking for each meeting shall alternate between Co-chairpersons, be signed by the Co-Chairpersons within two (2) weeks after the close of the meeting and such minutes shall be provided to the committee members.

ARTICLE 12 - SENIORITY/LAYOFF

- 12.01
- a) The parties recognize that job opportunities and security shall increase in proportion to length of service. Therefore, it is agreed that in all cases of vacancy, promotion, layoff and re-hiring, employees with greater seniority shall be entitled to preference when qualifications as required by the Employer to perform the work are equal.
 - b) In recognition, however, of the responsibility of management for effective operation it is understood and agreed that in all such cases management shall have the right to pass over an employee if they do not have the ability to perform the work, subject to the right of the employee to grieve.
 - c) Part-time and Casual Employees will be called for available shifts based on seniority, recognizing continuity of care.
 - d) Recognizing that job security shall increase in proportion to length of service and that it is the exclusive function of management to maintain effective operations, the following guidelines will be implemented during work shortages:
 - i. Work shortages of less than five (5) consecutive scheduled shifts expected duration will not be considered a layoff although every effort will be made to find work, on a seniority basis, for these employees if requested.
 - ii. Work shortages of five (5) or more consecutive scheduled shifts will be considered a layoff.
 - e) Advance Notice of Layoff

In the event of any permanent layoff that results from Employer-initiated reorganizational change, including the permanent elimination of a position, the Employer will provide thirty (30) days written notice to the Union and to the employees initially impacted, or such notice as may be required by the *Employment Standards Act*, whichever is greater.

It is understood and agreed that notice is only required to employees initially impacted, and not to those who may be subsequently affected by virtue of the exercise of seniority rights by those initially impacted.

The Employer agrees to maintain the status quo during the notice period as required by the *Employment Standards Act*.

The notice shall provide options as per Article 12.01 (f). The notice shall also include a request for an up-to-date resume, monetary breakdown and the affected employees' bumping options.

- f) An employee who is subject to layoff shall have the right to:
 - i. Accept layoff and retain recall rights as defined in Article 12.06(c) (ii);
 - ii. Accept an existing vacancy, providing they have the necessary qualifications;
 - iii. Bump the least senior employee in the same position first, then the same or lower job band as defined in Article 14.04 providing they have the necessary qualifications and are able to demonstrate the ability to perform the displaced employee's work after a trial period as defined below.

In determining the ability of the employee to perform the work for the purposes herein, the Employer shall not act in an arbitrary or discriminatory manner. When an employee displaces another employee, the employee doing the bumping shall:

- (i) Be provided with an outline of the duties of the position to be bumped;
- (ii) Be placed on a trial period of ten (10) working days in the position of the employee being bumped;
- (iii) Have a three (3) working day orientation/training period during the trial period.

If at the end of the trial period it is determined that the employee is unable to perform the duties of the displaced employee, they shall have the ability to re-exercise their rights under 12.01 (f).

- iv. In addition, when two (2) or more employees are in a bumping situation and positions identified to be bumped under 12.01 (d) (ii) and 12.01 (e) changes depending on the order of bumping in each instance, the senior employee will determine the order they wish to bump.

The decision of the employee to choose 12.01 (f) (i) or (ii) above shall be given in writing within five (5) working days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

Employees electing to bump will be paid the applicable rate for the job but will advance through the Schedule of Progressive Rates for the new job as though no change had occurred.

An employee will lose these rights should they decline a comparable position for which they are qualified and have the ability to perform.

- g)
 - i. Full-time employees will bump the least senior full-time or part-time employee.
 - ii. Part-time employees will bump the least senior part-time employee.
 - iii. Part-time employees will not bump full-time employees.
 - iv. Should no permanent position be available employees may bump to casual status, where applicable, and will maintain recall rights in accordance with 12.06 (c) (ii).
 - v. An employee who bumps into a casual position will maintain their current step in the rate of progression at the job level they bumped into.
 - h) If the position from which an employee has been bumped from becomes vacant within three (3) calendar months from the time of bumping, the bumped employee will have the option to return to that position.
 - i) Recall notice will be by courier with signature to their last place of residence recorded with the Employer, and if they fail to report within seven (7) days after the mailing of such notice, the Employer shall be under no obligation to re-employ them.
 - j) When qualifications and abilities to perform the work are equal, employees will be recalled in order of seniority. No new employees will be hired until those laid off have been given opportunity to return to work in accordance with above.
- 12.02 A list showing the seniority of full-time and part-time employees as calculated in 12.03(b) of all employees covered by the Agreement shall be compiled twice each year in January and July. A copy of this seniority list will be posted by the Union on the bulletin board designated for Union use and electronically on the intranet by the Employer. A copy will also be sent electronically to the Union.
- 12.03 a) Newly hired employees shall be considered probationary for a period of seven hundred (700) hours worked from their date of hire subject to the provisions of 13.06 (a). During the probationary period employees shall be entitled to all rights and privileges of this Agreement except with respect to; ARTICLE 15 – LEAVE OF ABSENCE, with the exception of 15.02 (b) and 15.03; ARTICLE 20 - UNIFORMS; and except as otherwise provided in this Agreement.

- b) After completion of the probationary period seniority shall be calculated based on the number of hours paid from date of hire.
- 12.04 Protests in regard to seniority standing must be submitted in writing thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or their representative, such error will be corrected and when so validated the agreed upon seniority date shall be final. No change in the seniority status of an employee shall be made without concurrence of the Union.
- 12.05 An employee within the bargaining unit transferred to a job not in the bargaining unit, but still in the employ of the Employer, who reverts to the bargaining unit within six (6) months of such transfer shall return to their former position in the bargaining unit without loss of seniority rights as though they were on leave of absence. The Employer shall notify the Union of all persons so transferred.
- 12.06 a) Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:
- i. Approved leave of absence with pay;
 - ii. When in receipt of sick leave;
 - iii. When in receipt of Workplace Safety and Insurance Board benefits;
 - iv. When on pregnancy or parental leave of absence.
- b) Seniority shall be retained but not accumulated when an Employee is absent from work under the following circumstances:
- i. While on unpaid sick leave;
 - ii. For the period that an Employee is in receipt of Long Term Disability benefits relating to their inability to perform their own job;
 - iii. When laid off due to reduction in the staff for a period of one (1) year or less;
 - iv. When on approved leave of absence without pay;
 - v. When on a disciplinary suspension.

- c) Seniority shall be lost and employment terminated when an Employee is absent from work under the following circumstances:
- i. Resignation;
 - ii. Laid off more than one (1) year;
 - iii. Discharged for just cause;
 - iv. Failed to return to work on the date specified in a recall notice without reasonable excuse;
 - v. Failed to return to work after completion of a leave of absence granted by the Employer;
 - vi. Utilizes a leave of absence for purposes other than those for which the leave was granted
 - vii. Is absent from work for three (3) working days without reasonable excuse.
 - viii. Is absent from work for more than three (3) years due to illness. The Employer will review each situation on a case by case basis on its individual merits, acting reasonably.
- d) A permanent employee will retain seniority when transferring from a part-time position to a full-time position and vice versa.

A permanent full-time or part-time employee who transfers to a casual position will retain seniority for the purposes of bidding on posted jobs as per Article 27.05 (ii).

A casual employee who transfers to a permanent part-time or full-time position will retain seniority.

ARTICLE 13 - JOB POSTING

- 13.01 a) All vacant, newly created and limited positions will be posted according to the following schedule.
- i. All newly created permanent positions - five (5) working days;
 - ii. Temporary vacancies and limited positions:
 - Over six (6) months will be posted for five (5) working days.

- Under six (6) months no posting required. The Union President will be copied on the Letter of Offer to Employees hired for positions less than six (6) months.

Vacancies due to employees absent from work in accordance with provisions outlined in 12.06(b)(i) and (ii) will be posted in accordance with 13.01(a)(ii). If the employee is able to return to work within twenty-four (24) months they will resume their position. If they are not able to return to work within twenty-four (24) months the employee filling the position previously posted in accordance with 13.01(a)(ii) will be considered permanent in that position.

- iii. Should no position be readily available the returning employee shall be given the opportunity to exercise their seniority in accordance with Article 12.01.
 - iv. It is agreed that experience gained while filling a temporary vacancy of less than six (6) months will not take precedence over seniority if the job is later posted. Experience gained while filling a posted temporary vacancy of more than six (6) months will be considered as fulfilling the necessary qualifications for the job if it is later posted as a permanent position.
 - v. The Employer will advise the Union on a monthly basis of all hours worked by casual and temporary employees during the previous month. The list will show the name and status of the employees along with the departments in which they were working.
 - vi. Where it is established over a period of six (6) months that one (1) part-time employee has regularly worked 37.5 hours per week a full-time job for that position will be posted.
- b) Any resulting vacancy arising from an employee's successful application to a job posted in accordance with 13.01(a) will be posted for five (5) working days.
 - c) The notice of posting shall include a summary of the qualifications and duties involved, the salary rate and the name of the person to whom application should be made.
 - d) A copy of the posting will be forwarded to the President and Secretary of the Union and the name of the successful applicant will be posted and unsuccessful applicants will be notified.
 - e) Where the vacancy occurs as a result of;
 - i. Insufficient notice by an employee that they will not be available for work.

– or –

- ii. A requirement of management to provide leave for an employee to engage in Union affairs the vacancy may be filled in any manner deemed most appropriate by the Employer.
- f) In matters of promotion and transfer, applicants shall be selected on the basis of their skill, ability, experience and qualifications. Appointment shall be made of the most senior applicant where these factors are relatively equal.

In the event any tests or interviews are conducted, the correct responses will be determined in advance.

- 13.02 a) During the scheduled posting period Permanent employees will have an opportunity to apply for such positions before temporary or non-employees are considered.
- b) Applications from Permanent employees will not be given preference after the posting is removed; subject to Article 13.07
- c) Applications from probationary employees may not be accepted by the Employer. In cases where external recruitment is involved, late applications and applications from probationary employees will be considered.
- d) An Employee who has been granted a new permanent position as a result of a job posting may be passed over if they apply for another job until they have worked one (1) calendar year in the position. Application of this Article will be considered on an individual basis.

- 13.03 a) The Employer shall either post the position as referred to in paragraph 13.01(a) or inform the Union that they do not intend to fill the position within ten (10) working days.
- b) Within fifteen (15) working days after the removal of the posting the Employer shall notify the successful candidate in writing.
- c) The successful applicant will move to their new position as soon as possible. This should not exceed thirty (30) working days from the posting of their current position.

There may be circumstances where timelines in any of the steps above may require extension. The Employer will advise the Union of the rationale for the extension and request concurrence when an extension to the above time line is required.

- 13.04 a) A temporary position shall mean a position which is for a limited duration, not exceeding six (6) months or such longer period as may be mutually agreed upon between the Employer and the Union.

- b) The notice of posting of a Temporary Position will indicate its probable duration.
- 13.05 On the termination of a vacancy posted in accordance with Article 13.01(a)(ii) the Permanent employee who filled it shall revert to the classification and former position held immediately preceding their transfer.
- 13.06 a) Where the successful applicant for a permanent position is a probationary employee they must complete a probationary period of seven hundred (700) hours worked. A probationary employee will be eligible for wage progression and benefits as outlined in Article 14 and Article 21.
- b) Prior to acceptance of a new position it is the employee's responsibility to understand the duties and work environment to ensure their compatibility with the job. Where the successful applicant is a permanent employee, they shall be given a trial period of four hundred and fifty (450) hours in the new position. Such trial period may be extended by mutual agreement. If at any time during the first two hundred and twenty five (225) hours worked in the new position, it is seen as untenable, the employee shall be given the opportunity of returning to their former position and any other employee who may have been promoted or transferred as a consequence of the initial posting shall be returned to their former position.
- c) In the event that an applicant proves unsatisfactory during that period, they shall be given the opportunity of returning to their former position and any other employee who may have been promoted or transferred as a consequence of the initial promotion shall be returned to their former position and assignment.
- 13.07 The Employer agrees that employees will be given reasonable opportunity to make application for vacancies in permanent positions within the bargaining unit which occurred while an employee was on vacation or other paid leave of absence. The application must be made within two (2) working days of the employee's return from vacation or paid leave, within fifteen (15) days of the job being posted.

ARTICLE 14 - WAGES

- 14.01 The Joint Evaluation Committee System used to describe and evaluate jobs, which is implemented upon ratification, is incorporated into this Agreement as Schedule "A" and its provisions shall apply as if set forth in full herein.
- 14.02 Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

14.03 A Schedule of Progressive Rates applies to each job in the respective job level for the period of time as follows:

a) Job Bands 1 to 12 inclusive:

- 1) Step 1: Start;
- 2) Step 2: after 700 hours worked;
- 3) Step 3: after 2400 hours worked.

b) Market Adjusted Positions and Rates:

- 1) Step 1: Start
- 2) Step 2: after 1950 hours worked;
- 3) Step 3: after 3900 hours worked;
- 4) Step 4: after 5850 hours worked;
- 5) Step 5: after 7800 hours worked.

14.04 Job Bands 1 through 12, for January 1, 2024 to December 31, 2026
[See tables at the back of this document – pages 56 to 64]

14.05 Retroactivity

Increases to the salary schedule shall be retroactive to January 1, 2024. Where Employees either have left the employ of the Employer and/or have entered into the employ of the Employer since January 1, 2024, they shall be entitled to the pro- rated amount of such payments.

The Employer will endeavour to provide all retroactivity within sixty (60) days of receiving written notice of ratification.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have sixty (60) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

14.06 The established step rate shall apply to each employee during such time as the employee is assigned to the respective levels in accordance with the provisions of this Agreement.

- 14.07 i. Each employee on a job shall be assigned to the applicable step rate for the job on the basis of work on the job with the progression from one applicable step rate to the next higher applicable step rate to be at intervals of work as specified in section 14.03.
- ii. The Employer may place employees on the scale and/or step rate that will appropriately reflect their current applicable experience.

14.08 Out-of-Line Differentials

An out-of-line differential shall be established where, as the result of job evaluation, an employee receives a rate of pay greater than the applicable step rate specified in Article 14.04.

14.09 The Employer, on an annual basis, shall provide to the Union a list of employees who are to be paid out-of-line differentials in accordance with the terms of this Agreement, and such list shall contain the following:

- a) Name of Employee to whom out-of-line differential is being paid;
- b) Job title of job on which out-of-line differential is being paid;
- c) Job level of such job;
- d) Position rate of such job;
- e) Applicable step rate at which out-of-line differential applies;
- f) Amount of out-of-line differential;
- g) Date such out-of-line differential became effective.

14.10 A general wage adjustment to the Schedule of Progressive Rates shown in Article 14.04 and any lateral or vertical movement on the job grid will be used to eliminate an out-of-line differential.

14.11 Notwithstanding the provisions outlined in Article 14.09, the out-of-line differential will remain in effect unless promotion or transfer to a higher rate of pay. Out-of-line differentials will be eliminated with demotion or successful application to lower classified position.

14.12 An employee returning to their former position within their probationary period will have the out-of-line differential reinstated, except as it may have been reduced or eliminated by provisions outlined in 14.09.

14.13 a) Temporary Transfer

In case of a temporary transfer an employee's rate assignment shall not be changed except as required for progression to a higher applicable rate level, if any, as provided in Section 14.06. The rate assignment of an employee temporarily transferred to a job in a higher job level shall not be changed until the employee occupies the job for a period of three (3) consecutive working days at which time the employee's rate assignment shall be changed retroactively to the first day the employee occupied the job. When filling the same vacancy on all subsequent occasions, the employee occupying the job shall receive the higher rate at once. At the end of the temporary assignment the employee shall revert to the applicable rate of their regular job. Hours worked on a temporary assignment shall be credited towards progression on the employee's regular job.

- b) Salary progression in the employee's regular job level shall occur while relieving in a lower job level.

14.14 a) Promotion to a Higher Job Level

For job bands 1 through 12, an Employee shall receive the Step 2 rate for such higher job level or, if greater, the attained rate for the lower job level. Maximum is payable on completion of 1950 hours at the new job level.

- b) Transfer to Another Job in the Same Level or to a Lower Job Level

For job bands 1 through 12, an employee shall progress through salary range as though no transfer had occurred.

14.15 General

Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job levels or applicable rates shall be corrected to conform to the provisions of this Agreement.

- 14.16 Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a salary rate inequity exists and no grievance on behalf of an employee alleging a salary rate inequity shall be filed or processed during the term of this Agreement.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 a) All requests for leave will be made in writing to Human Resources at least one (1) month prior to commencement of leave when practicable. All replies will be in writing within ten (10) working days from the date of receipt of request and if approved will specify the date the employee is to return to work.
- b) In the event of an emergency the request for leave and permission for leave may be verbal; however, a written outline of the situation must be given to Human Resources within five working (5) days of the verbal request except in extenuating circumstances.
- c) When leaves of absence without pay are granted in excess of one (1) month, the Employer will not be required to pay or contribute to the cost of any benefits but may allow the continuance of benefits if the employee elects to pay the full cost of the benefits in advance.
- d) An employee who does not return to work on the day specified following a leave will be terminated as per Article 12.06 (c) (v) except for circumstances that the Employer deems to be reasonably beyond their control and where reasonable effort has been made to notify the Employer. Such determination by the Employer will not be made in an arbitrary or discriminatory manner or in bad faith.
- e) Any employee granted an unpaid leave of absence will be required to work at least a period equivalent to the length of the leave before gaining entitlement to payment of severance pay. Exceptions may be made on compassionate grounds.

15.02 Leaves for Union Activities

- a) Employees elected or appointed as salaried representatives of a Union shall be granted leave of absence without pay while so engaged, provided written request is made by the Union.
- b) Duly appointed delegates shall be granted leave of absence without pay to attend conventions, seminars and schools of the Union. Any leave under this clause shall not exceed three (3) employees at any one time nor more than one (1) employee from any one (1) position. Notwithstanding the aforementioned, the Union may request and the Employer may approve, the leave of absence without pay for more than three (3) employees at one time and more than one (1) employee for any one (1) position.
- c) The Union will reimburse the Employer for all pay and benefits incurred during the leave.

15.03 Pregnancy, Parental and Adoption Leave

- a) An employee who started employment with their Employer at least thirteen (13) weeks before the expected birth date shall be granted pregnancy leave of absence up to seventeen (17) weeks duration without pay and should the employee elect, a consecutive maximum of sixty-one (61) weeks parental leave of absence without pay.
- b) An employee must make known in writing to Human Resources at least eight (8) weeks prior to their anticipated leave their intention in regard to Pregnancy/Parental leave (Re: Duration).
- c) An employee planning to adopt a child or to utilize parental leave will notify Human Resources at least eight (8) weeks prior to their anticipated leave of the intent to adopt on the understanding that it may be necessary for the Employer to commence the leave immediately should the child(ren) become(s) available, and will also keep the Manager/Supervisor informed of the progress of the application. Providing that the employee has been employed by the Employer at least thirteen (13) weeks they will be granted a parental leave without pay of up to sixty-three (63) weeks within seventy-eight (78) weeks after the child is born or comes into care of the parent.
- d) An employee wishing to extend their return from parental leave within the seventy-eight (78) weeks will make best efforts to give the Employer written notice of at least six (6) weeks before the date the employee was originally going to return.
- e) Notwithstanding the foregoing, pregnancy and parental leave of absence shall be administered in accordance with the provisions of the *Employment Standards Act*.

15.04 Jury Duty and Crown Witness

The Employer shall grant leave of absence without loss of seniority to an employee while they are required by the Court to serve as a Juror or Crown Witness. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury duty or as a Crown Witness, excluding payment for travelling, meals or other expenses. The employee will present their Manager/Supervisor with proof of service and the amount of pay received on a form supplied by the Court.

15.05 Bereavement Leave

- a) i. In the event of death in the immediate family of the Employee (i.e. father, mother, brother, sister, spouse, child, step child, father-in-law, mother-in-law, brother-in-law, sister-in-law, guardian, grandparents, step-parent, grandchildren, step grandchildren) an Employee may request four (4) consecutive days leave of absence from regularly scheduled hours not worked

commencing from the date of death for the purpose of attending the funeral or memorial service.

- ii. Where an Employee indicates to the Employer that they will be unable to attend the funeral of a person set out above because it falls outside the four (4) day limit, the Employee may bank one of the days that would otherwise have been a scheduled day to use to attend the funeral/internment without loss of pay.
- b) In recognition of the various personal relationships and responsibilities which exist among different families no fixed amount of leave has been established.
- c) Any such leave will be taken in accordance with Articles 25.04 and 25.05.
- d) Bereavement leave benefits for part-time employees will be pro-rated in accordance with Article 21.04.
- e) If a death as outlined in 15.05(a) occurs on an employee's vacation, the employee may change their vacation time to bereavement leave. The vacation time will be rescheduled at a mutually acceptable date.

15.06 Sick Leave

Refer to - Article 21 - HEALTH BENEFITS.

15.07 Special Paid Leave

- a) An employee having completed at least six (6) years of continuous service who has, at January 1st of any year, a positive Frozen Sick Bank Amount to their credit may elect to take one (1) special paid leave in that calendar year of up to 37.5 hours or the number of hours remaining in the employee's Frozen Sick Bank based on the employee's current rate, whichever is lesser, in consecutive days. If an employee has at least 37.5 hours in their Frozen Sick Bank Amount at their current rate, the special paid leave must be taken as a full consecutive week. If an employee elects to take a special paid leave, their Frozen Sick Bank Amount shall be reduced as of the commencement of such paid leave by the value of such leave at the employee's current rate. Furthermore:
 - i. The scheduling of annual vacations will take precedence over the scheduling of a special paid leave. Following April of each year employees entitled to special paid leave may select the period of leave in conjunction with outstanding vacation and in a manner consistent with vacation scheduling.

- ii. Scheduling of special paid leave will be subject to the reasonable staffing requirements of the Employer and shall otherwise conform to the conditions governing scheduling of annual vacations.

b) Except as provided herein there will be no further entitlement for special paid leave.

15.08 Miscellaneous Leaves

- a) The granting of all miscellaneous leaves, their duration, the number of employees on leave at any time and acceptable reasons for granting leaves will be at the discretion of the Employer.
- b) Employees may be granted up to three (3) months unpaid leave of absence. Leaves under this provision may be extended by mutual agreement of the Employer and the Union.
- c) Miscellaneous leave will not be granted or used for the purpose of engaging in work outside the services of the Employer.

ARTICLE 16 - PAID HOLIDAYS

16.01 All employees within the scope of the Agreement shall be paid as per the *Employment Standards Act* (2000) the following Paid Holidays:

- | | |
|--------------------|-------------------------|
| (i) New Year's Day | (vi) Civic Holiday |
| (ii) Family Day | (vii) Labour Day |
| (iii) Good Friday | (viii) Thanksgiving Day |
| (iv) Victoria Day | (ix) Christmas Day |
| (v) Canada Day | (x) Boxing Day |

16.02 In the event that any of the above-mentioned holidays falls on a Saturday or Sunday a day will be substituted which will be selected by mutual agreement between the Employer and the Union.

16.03 In addition to the holidays specified in 16.01 (a) each employee shall be entitled to one (1) day off in recognition of their birthday, Remembrance Day and in lieu of National Day for Truth and Reconciliation as a personal day for a total of three (3) days floating paid holidays. For part-time employees, these days will be prorated based on their previous years' percentage to full-time. New hire part time employees will have their full – time equivalent (FTE) calculated on their hours worked since start date. Any such holiday will be taken on a mutually agreeable day during the calendar year in which it falls. Requests to schedule a floating paid holiday will be made by the employee at least two (2) weeks prior to the requested day off. The Employer will respond and either approve or deny such request within five (5) working days of being submitted.

- 16.04 a) Full-time and part time employees called upon to work on any of the Holidays provided for in this Article shall be paid their regular rate plus time and one-half (1-1/2) their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours pay.
- b) Casual employees will be paid in accordance with the *Employment Standards Act*.
- 16.05 a) Employees who qualify to be paid for a specified Holiday must work their regular shifts before and after the Holiday unless the employee is on vacation, sick leave or paid leave of absence, or a regularly scheduled day off.
- b) Full-time employees normally scheduled to work may be paid for the Paid Holidays listed in Article 16.01(a) for which they qualify that fall within the first week of an unpaid leave of absence. If the period of leave exceeds one (1) week there will be no payment for any Paid Holidays falling during that leave.
- 16.06 When the day before Christmas and the day before New Year's day are regularly scheduled work days the Employer will cease normal activities at 1.00 p.m. Permanent employees normally scheduled to work on these days will receive their regular pay for any hours scheduled but not worked as a result of such closing.
- 16.07 The Employer agrees to distribute as equally as possible among all employees long weekends which occur as a result of a Paid Holiday falling on a Friday or Monday.
- 16.08 Employees entitled to Paid Holiday shall not be entitled to sick pay in respect of the same day.

ARTICLE 17 - ANNUAL VACATION

- 17.01 a) Consistent with the efficient operation of the Employer employees will be given preference on the basis of seniority with respect to the first selection of their vacation period. Employees will book their first two (2) weeks of vacation in accordance with seniority. Once all employees have had the opportunity to book their first two (2) weeks vacation, then employees will book remaining vacation entitlement in accordance with seniority.
- b) i. Vacation will be selected in two (2) blocks. Requests for vacation from January 1st to April 30th will conclude by October 15th of the previous year and approved by October 31st. Employees may book two (2) weeks of vacation for this time period in accordance with seniority. Once all Employees have had the opportunity to book two (2) weeks vacation, Employees may book remaining vacation entitlement in accordance with seniority.

Requests for vacation between May 1st and December 31st will conclude by March 1st and approved by March 15th. Employees may book two (2) weeks of vacation for this time period in accordance with seniority. Once all Employees have had the opportunity to book two (2) weeks vacation, Employees will book remaining vacation entitlement in accordance with seniority.

Approved vacation schedules shall be kept up to date. After the posted vacation schedule has been approved and more vacation becomes available, it will be offered in order of seniority. Once selected, vacation schedules shall not be changed unless mutually agreed to by the Employer and the Employee.

- ii. An Employee who successfully applies to a job posting and transfers into a new department after vacation has been approved will select their vacation in accordance with the receiving department’s vacation schedule. Consistent with efficient operations, consideration will be given to the Employee who has been bumped. If accommodation cannot be provided the Employee bumping into the department will have to change their request. The Employee should avail themselves of the vacation schedule prior to exercising their right to bump. The Employee will not be able to use seniority to change vacation periods already scheduled. In all subsequent years, vacation will be scheduled in accordance with their seniority.
 - c) The normal minimum vacation period allowed will be one (1) week. When mutually agreed, employees may elect to split one (1) week of vacation. Special Paid Leave takes precedence over a split week of vacation.
 - d) When an employee is terminated for any reason other than for just cause, payment for vacations earned but not taken will be paid on a prorated basis.
- 17.02 a) i. On the completion of one (1) year from date of hire and annually thereafter full time Employees shall be entitled to vacation with pay on the following basis:

Years (from date of hire)	Vacation Entitlement
One (1) year	Two (2) weeks
Three (3) years	Three (3) weeks
Eight (8) years	Four (4) weeks
Eleven (11) years	Five (5) weeks
Eighteen (18) years	Six (6) weeks
Twenty-five (25) years	Seven (7) weeks

- ii. Vacation pay for Permanent part-time Employees will be paid in an amount calculated as follows (percentage of previous year's earnings plus unpaid vacation time):

Years (from date of hire)	Percentage of previous year's earnings	Unpaid vacation time
Less than three (3) years	4%	Two (2) weeks
Three (3) years	6%	Three (3) weeks
Eight (8) years	8%	Four (4) weeks
Eleven (11) years	10%	Five (5) weeks
Eighteen (18) years	12%	Six (6) weeks
Twenty-five (25) years	14%	Seven (7) weeks
Greater than twenty-five (25) years	14%	Seven (7) weeks

- b) For certain positions it may be necessary to place new Employees at the vacation level specified in 17.02 (a) (i) or (ii) as applicable. These Employees would not progress to the vacation level specified in 17.02 (a) (i) or (ii) until they had completed the necessary eight (8) years from date of hire. The Union will be advised of all instances when the article is applied.
- c) All vacations will be taken between January 1 and December 31 in the year following the year in which they were earned. Vacation for the first January 1 to December 31 period worked will be pro-rated according to the number of hours worked in the previous year.

17.03 Should any of the Holidays provided for in Article 16 - PAID HOLIDAYS, fall during an employee's vacation period, then the employee shall receive an extra day's pay or an equivalent day off which may be added to the vacation period with the exception of 16.06.

17.04 Scheduled vacation periods will be rescheduled to another period when an employee becomes hospitalized as the result of a sickness or non-compensable accident prior to starting vacation. Any rescheduled vacation period under this provision will be in accordance with Article 17.01 (b).

At the discretion of the Employer and upon satisfactory written medical verification to be supplied by the employee the word "hospitalized" as used in the Article may be interpreted as meaning immobilized or bedridden as if the employee has been hospitalized.

ARTICLE 18 - HOURS OF WORK

- 18.01 a) The regularly scheduled hours of work shall be thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day Monday to Friday with a minimum of one-half (½) hour allowed for lunch. Regular Saturday hours will be 9:00 a.m. to 1:00 p.m. (see LOU #5 - Scheduling Hours of Work).
- b) If the demands of space, workload, doctors' scheduling or other demands of operation require a change to current departmental scheduling patterns, the Employer reserves the right to change the hours of operation after consultation with the Union.
- 18.02 Notwithstanding the provisions in 18.01 some employees may be required to work on a scheduled basis Monday to Friday as follows:
- a) Employees required to work past 6:00 p.m. as part of their regularly scheduled hours shall receive a premium of fifty (50¢) cents each hour worked past that time.
- b) Normal hours of work for the full-time maintenance staff shall be thirty-seven and one-half (37½) hours per week to be scheduled according to the present practice except by mutual agreement.
- 18.03 Any full-time employee required to work on Saturday as part of their regular scheduled hours shall receive a corresponding amount of consecutive time off during that week. Saturday work will be divided as equally as possible among the employees in each department as per employee classification.
- 18.04 Employees may be required to work at times other than regularly scheduled hours, however, all such hours will be paid in accordance with Article 19 - OVERTIME.
- 18.05 Standby
- 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 two dollars and fifty cents (\$2.50) per hour for all hours on standby.
- Standby pay shall, however, cease where an Employee is called in to work, and works during the periods of standby.
- 18.06 Employees may be away from their place of work for no more than fifteen (15) minutes for a rest period during both the morning and the afternoon.

- 18.07 i. Where a department posts a schedule, the schedule will be posted no later than 10 a.m. on the Friday at least ten (10) calendar days preceding the start of the schedule. Necessary changes to a posted schedule will be communicated to the affected staff.
- ii. Where a change to a posted schedule is made within the work week, the Manager/Supervisor or designate will make every reasonable effort to verbally communicate the change.
- iii. Where there is a same day cancellation in a provider's schedule (ie: physician, specialist or NP), impacting an RPN shift schedule, a minimum of three (3) hours assigned work will be provided by the Employer to replace the cancellation. The Employer will ensure that the RPN has the option to perform the assigned minimum three (3) hours work in the provider's office where the cancellation occurred, wherever possible and practicable. Should the Employer have additional hours available, those hours will be assigned as per the collective agreement.
- 18.08 If the Employer fails to notify a Permanent or casual employee of a change in the work schedule the day the employee is to report to work, the employee shall be assigned a minimum of three (3) hours work at their regular rate.
- 18.09 Where an employee is not called in for a shift in accordance with the Collective Agreement and does not become aware prior to the commencement of the shift, the employee will be provided with an extra shift on the next posted schedule equal to or greater than the shift that the employee was not called in for.

ARTICLE 19 - OVERTIME

- 19.01 Compensation at the rate of time and one-half (1½) the regular rate per hour will be paid for all hours worked outside of the regularly scheduled hours in excess of thirty-seven and one-half (37½) hours per week. Regularly scheduled shifts in any given week will not be changed due to overtime considerations.
- 19.02 When the Employer requires an Employee to work overtime, overtime will be assigned on a voluntary basis. Where employees within the department decline to work the overtime, it will be assigned to the least senior employee qualified and able to perform the work.
- 19.03 Overtime will be divided as equally as possible among the Employees in each position within the department, recognizing continuity of care.
- 19.04 In order to qualify for overtime pay the initial period of fifteen (15) minutes must be worked in full. Further overtime will be paid to the nearest fifteen (15) minutes and will be computed on a daily basis.

- 19.05 a) Notwithstanding paragraph 19.04 of this Article employees called upon to perform work not continuous with their regular shift shall be entitled to the greater of:

Two (2) hours pay at regular straight time rates;

– or –

Pay for the actual time so worked at the applicable overtime rates.

- b) For the time worked by a full-time employee on Sunday, time and one-half (1½) the employee's regular rate per hour will be paid for all hours worked with a guaranteed minimum of four (4) hours pay.
- c) All Permanent part-time employees required to work Saturday or Sunday will be guaranteed a minimum of four (4) hours pay at their regular rate.

ARTICLE 20 - UNIFORMS

- 20.01 Where the Employer requires an employee to be in uniform, it will be supplied by the Employer.
- 20.02 At the discretion of the Employer, however, the employee may be required to supply a uniform in a quality and style deemed suitable by the Employer. In this event the employee shall be reimbursed to a maximum amount of one hundred and fifty dollars (\$150.00) on presentation of proof of purchase. An employee will be eligible for reimbursement of the cost of required uniforms up to the maximum allowance following the end of the probationary period and once per calendar year thereafter.

ARTICLE 21 - HEALTH BENEFITS

Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan provided the benefit levels in the changed carrier's plan meet or exceed collective agreement requirements. The Employer agrees to notify the Union of the changed carrier before the changed carrier's plan goes into operation. The Employer agrees to copy the Union on any communication to its members with regards to the changed plan. Upon request by the Union, the Employer agrees to provide the Union with the details of any benefit levels that have changed. The Employer will provide the Union with a benefit booklet with respect to the changed carrier's plan as soon as such booklet is prepared and available.

SICK LEAVE

21.01 Sick Leave Entitlements

- a) An employee's sick leave entitlements will increase as their length of continuous service with the Group Health Centre increases. These sick leave entitlements will be credited every January 1st to be used during that calendar year as required, and any unused entitlement will not carry over from year to year. For Full-Time employees, one (1) day will be equal to 7.5 hours. For part-time employees, one (1) day will be prorated based on their previous years' percentage to full-time. New hire part time employees will have their full -time equivalent (FTE) calculated on their hours worked since start date.

Continuous Service Period		Annual Entitlement at 100% of hourly rate	Annual Entitlement at 66% of hourly rate
From	Up to		
Date of Hire	1 year	7 days*	-
1 year	5 years	10 days	110 days
5 years	10 years	12 days	108 days
10 years		14 days	106 days

*Three (3) days can be used during probationary period

- b) In cases of illness or injury event of an immediate family member as defined in Article 15.05, the employee will be entitled, after notifying their Supervisor/Manager, to use up to five (5) days per year of their 100% sick leave entitlement for this purpose.
- c) In the event that the supported illness or injury event continues beyond the exhaustion of their 100% sick leave entitlements the employee will receive 66% of their hourly rate according to the table above for the duration of the supported illness or injury event. After this time, an employee may be eligible to apply for Long Term Disability benefits.
- d) In cases where an employee has an extended illness or injury event and has exhausted all or part of their 100% and 66% sick leave entitlements for previous illness or injury event(s) in that calendar year. The Employer will reinstate the 66% sick leave entitlements up to a maximum of one hundred and twenty (120) days for the current illness or injury event for the purpose of bridging to Long Term Disability eligibility.

- e) After three (3) consecutive days of absence, the employee will be required to verify that their absence was due to illness by submitting a doctor's certificate or other suitable verification, if requested by the Employer. The Employer will cover the cost of such suitable documentation to a maximum of \$40.00 per slip or report.
- f) Where an employee has submitted a claim to Workplace Safety and Insurance Board (WSIB) and is awaiting confirmation of such claim, the employee can request a cash advance equivalent to the anticipated WSIB payment, to a maximum value of the employee's available sick leave entitlement.

Any moneys paid to the employee by WSIB for time lost associated with the claim will be reimbursed to the Employer as repayment of the cash advance.

If such a claim is declined, moneys paid will be deducted from the employee's available sick leave entitlement.

21.02 For all employees covered by this Agreement and subject to the enrolment rules of the insurer, the Employer will pay 100% of the premium for:

- a) A group life insurance plan with benefits in the amount of twice the employee's expected earnings;
- b)
 - i. Employees enrolled in the Group Health Centre's pension plan shall maintain their enrolment in HOOPP subject to its terms and conditions. New employees not yet eligible for membership in the plan shall as a condition of employment enroll in HOOPP when eligible in accordance with its terms and conditions.
 - ii. Employees will provide the Employer with twenty (20) weeks written notice prior to commencement of retirement.
- c) For full time and part time employees who work sixty-seven (67%) percent of full-time hours, a long-term disability plan that shall provide a benefit equivalent to sixty percent (60%) of monthly earnings subject to a maximum of three thousand (\$3,000) dollars per month.
- d) Employees who are fifty-five (55) years of age and with twenty (20) years of service shall become eligible to receive the following retirement benefits: Dental, Prescription Drugs.

The Employer will pay 100% of the cost to provide the retirement benefits.

Retirement benefit coverage is available to the employee providing the employee is without accessibility to coverage elsewhere and is in receipt of HOOPP.

An employee will remain eligible until they are sixty-five (65) years of age or has accessibility to coverage under any other plan.

21.03 For those full-time employees the Employer will also provide:

- a) Payment of 100% of the appropriate premium of the Ontario Health Insurance Plan;
- b) Payment of 100% of the premium of a prescription drug plan;
- c) Payment of 100% of the premium for a dental plan equivalent to Blue Cross Plan No. 9. A rider will be added to the plan to provide for crown and bridge 7 benefits of 50% co-insurance, shared risk basis.
 - i. O.D.A. Schedule of Benefits--current year minus two;
 - ii. Orthodontic coverage to lifetime maximum of \$2,000 per insured on a 50% co-payment basis.
- d) Payment of 100% of the premium for an optical plan. The optical plan provides for eye glasses or \$150 towards contact lenses.

In addition to the above, vision care coverage will include one eye exam per insured person every 24 months. Part-time employees with vision coverage will be responsible for the portion of the costs of the examination based on the formula used to calculate their benefit premium.

- e) Payment of 100% of the premium for an emergency travel assistance plan.
- f) Orthotic coverage to a maximum of \$250 per year per insured.
- g) Coverage to a maximum of \$400 per benefit year per insured for the service of Physiotherapy.
- h) Coverage to a maximum of \$500 per year per insured for the services of a Chiropractor or Registered Massage Therapist or Chiropodist. Coverage for the services on one, two or three of the above Health Care Providers is not to exceed a combined total of \$500 per year per insured.

21.04 Paid benefits are available to part-time employees on a pro-rated basis. The pro-ration will be calculated by expressing the hours worked during the preceding calendar year as a percentage of full-time hours available in the same period.

For newly hired employees, the regular hours worked in the probationary period as a percentage of full-time regular hours available in the same period will be used in calculation.

21.05 Frozen Sick Bank

- a) This Sick Leave Plan will replace the Accumulated Sick Bank and annual accruals previously in practice. All employees with an Accumulated Sick Bank from the previous Sick Leave Plan will have their hours frozen and converted to future payout dollars at an amount equal to 50% of the accumulated Sick Bank hours at their current hourly rate as of the date of ratification.
- b) An employee's Frozen Sick Bank Amount will be available to them as a pay-out upon retirement or termination, subject to any reductions as a result for Special Paid Leave or extension of the sick period pay at 100%. When an employee is discharged for just cause or fails to provide three (3) weeks of notice or resignation they shall not be entitled to their Frozen Sick Bank amount.
- c) An employee with a supported illness or injury that requires them to be absent from work may request to utilize their Frozen Sick Bank Amount to top up the 66% otherwise payable under the current sick plan to regular earnings once the 100% sick leave payment entitlements have been exhausted.
- d) Except as provided herein and as contemplated within Special Paid Leave there will be no other pay-outs of accumulated sick leave credits or the Frozen Sick Bank Amount, except for those employees with twenty (20) years or more of service may opt within sixty (60) days of ratification to receive fifty percent (50%) of their frozen sick bank amount paid out over two (2) years. The payment will be made in four installments by separate cheque.

ARTICLE 22 - PAY DAYS

- 22.01 Pay days shall be every second Friday; however, should a Paid Holiday fall on that day, then the preceding day shall be deemed to be pay day.
- 22.02 The Employer shall show in writing on an employee's statement of earnings and deductions the following items, when applicable, including but not limited to: number of regular hours, number of overtime hours, statutory holidays, sick hours, shift premium, union business, uniform allowance, bereavement, wages and all deductions made.

ARTICLE 23 - EQUAL PAY FOR EQUAL WORK

- 23.01 Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between incumbents whether they are men or women in the matter of appointments or salaries in such position.

ARTICLE 24 - CONTRACTING OUT

24.01 The parties hereto agree that for the term of this Agreement there shall be no contracting out by the Employer of work or services of a kind now performed by employees covered by this Agreement.

ARTICLE 25 - GENERAL

25.01 Any benefits which may come into existence during the life of this Agreement that are not specifically covered by this Agreement shall remain in effect and shall be deemed to be part of this Agreement and shall be appended thereto.

25.02 Employees may be required to take annual or other health examinations. If the employee chooses to have the examination done outside the Centre any costs incurred will be borne by the employee.

25.03 The Employer shall keep employees covered by this Agreement informed of who their direct Manager/Supervisors are, and the lines of authority of the Group Health Centre.

25.04 Employees will notify their Manager/Supervisor, or designate, verbally as soon as possible any situation which will require an absence from work.

25.05 Except for the working Manager/Supervisors, emergency situations and conformance to past practice and policy, no work regularly performed by a member of the bargaining unit shall be performed by any other Employee unless prior consultation with the Union occurs.

The parties agree that the intent of this article is to protect bargaining unit work. This article does not limit the Employer's right to reorganize work within the bargaining unit. Should the Employer exercise this right, the Union will be consulted.

25.06 An employee request to access their personnel file will be granted within a reasonable time and in the presence of a member of the Human Resources Department. An employee will not remove any material from their file, but shall be provided with copies of any material, at their expense.

25.07 A car allowance of fifty cents (\$0.50) per kilometer will be paid to any employee required to use their vehicle in the course of their employment.

25.08 The Employer and the Union are committed to facilitate the safe reintegration of employees to the workplace as outlined in the Work Well Program, as it may be amended from time to time. The Work Well Program outlines the responsibilities of the Employer, the Union and the Employee in implementing the return to work program.

25.09 The Employer and the Union recognize the right of employees to work in an environment free from workplace violence and harassment and agree to cooperate in attempting to resolve any complaints of workplace violence and harassment that may arise in the workplace in compliance with the Workplace Violence and Harassment Program and the Occupational Health and Safety Act, as they may be amended from time to time.

ARTICLE 26 - TECHNOLOGICAL CHANGE

- 26.01 a) Technological change shall mean the introduction of technological equipment or a change in work methods directly resulting from the implementation and utilization of technological equipment.
- b) An employee shall be deemed to be adversely affected if the technological equipment to be used by an incumbent or the resulting work methods affects their ability to carry out the job functions and responsibilities of the job as established prior to its introduction.
- c) Where new skills are required due to the introduction of technological change the Employer shall attempt to provide the necessary training and development in order that the incumbent can continue the duties of the job. Consideration will be given by the Employer to the degree of development required, time constraints for filling the position and obtaining the new skills. Whenever possible the training shall be given during regular hours of work.
- d) Should an employee be displaced from their current position due to an inability to comply with technological change, the employee shall be given the opportunity to exercise their seniority in accordance with Article 12.01.
- e) i. Where an Employee is in a lay-off position due to the lack of training on equipment introduced during their term in the job and such training was previously provided to any other Employee the Employer shall provide similar training.
- ii. The Employee will have the necessary qualifications and ability to do the job and the equipment should be of the type customarily used within their specific technology.
- iii. Where the Employee is not able to develop the skills necessary to comply with the technological change, they will exercise their rights as in (d) of this Article.
- f) Where a new service or technology is introduced into the workplace the Employer will attempt to utilize a bargaining unit employee(s) in filling the newly created position(s); subject to other provisions of this Agreement.

ARTICLE 27 - DEFINITIONS

27.01 A Permanent Employee is an employee who has successfully completed a probationary period of seven hundred (700) hours worked from their date of hire in a permanent position.

Note: Where ongoing performance concerns have been identified ahead of the employee reaching 700 hours, the employer will extend such probationary period to 900 hours, upon agreement with the Union.

27.02 A probationary employee is an employee who has been newly hired into a permanent position and is serving an initial probationary period as defined in 12.03(a) and 13.06(b).

27.03 A full-time employee is an employee who regularly works 37½ hours per week on a pre-determined basis.

27.04 A part-time employee is: (i) an employee who regularly works less than 37½ hours per week on a pre-determined basis; (ii) an employee hired to relieve full-time and/or part-time staff.

27.05 i. A casual employee is an employee whose employment is irregular and sporadic and which may vary in length from day to day and month to month.

ii. Casual employees shall accumulate seniority on the basis of hours worked. Seniority gained by casual employees will be used for the sole purpose of bidding on posted jobs and rate progression. Notwithstanding Article 12.06 (b)(iv), casual employees who do not respond in the affirmative when shifts are offered for a period of three (3) consecutive calendar months will have their employment contract ended.

iii. Casual employees who have completed their probationary period are considered permanent employees.

The following articles and clauses do not apply to casual employees: Articles 15.01, 15.02, 15.04, 15.05, 15.06, 15.07, 15.08, 16.03, 17.01, 17.03, 20 and 21.

27.06 A temporary employee is an employee who was hired externally to fill a vacancy in accordance with Article 13.01 (ii). Should a temporary employee be successful in obtaining a permanent position, the employee will be credited with seniority accumulated while filling the temporary position.

27.07 A temporary position shall mean a position which is for a limited duration not exceeding twelve (12) months or such longer period as may be mutually agreed upon between the Employer and the Union. It is a position different than the Employee's home position, whereby a permanent employee is working for a defined period of time.

- 27.08 a) A student employee is an employee who is attending an education facility on a full-time basis. A student employee is excluded from the provision of Articles 12 and 14.
- b) A student employee will be paid at Band 1 Step 1, or if in a position normally occupied by a permanent full-time employee will be at Band 1 Step 2.
- 27.09 Regular rate is the rate of pay for the job level in which an employee is presently working.

ARTICLE 28 - SCHEDULES

- 28.01 Attached hereto and forming an integral part of this Agreement are the following Schedules:

SCHEDULE "A"

Document describing the process for Job Evaluation (to describe, evaluate and classify jobs).

ARTICLE 29 - BULLETIN BOARDS

- 29.01 The Employer shall provide space on designated bulletin boards upon which the Union shall have the right to post notices of meetings and other notices that may be of interest to the employees concerned, providing they are not inimical to the interests of the Employer.

ARTICLE 30 - VALIDITY OF AGREEMENT

- 30.01 In the event of any provisions of this Agreement or any practice established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE 31 - TERM OF AGREEMENT

- 31.01 This agreement will generally take effect on the 1st day of January 2024 and will remain in effect until the 31st day of December 2026. This Agreement shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing, as hereinafter set out.

31.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement, or any anniversary date of such expiration date.

31.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiating within a period of thirty (30) days prior to the termination date of this agreement or at some other mutually agreeable date if the parties are unable to meet within the thirty (30) day period prior to the termination date of this agreement.

IN WITNESS HEREOF: The parties hereto have hereunto set their hands and seals this 23rd day of September, 2024.

FOR THE UNION

Tracy Fabbicino
Tracy Fabbicino (Sep 26, 2024 16:31 EDT)

Sharon Siegfried
Sharon Siegfried (Sep 25, 2024 15:55 EDT)

Cierra Pezzotti
Cierra Pezzotti (Sep 24, 2024 16:41 EDT)

ALaity
ALaity (Sep 24, 2024 10:15 EDT)

FOR THE EMPLOYER

Kim Lemay

Lil Silvano
Lil Silvano (Sep 25, 2024 21:17 EDT)

Marc Palumbo
Marc Palumbo (Sep 27, 2024 14:14 EDT)

Sarah Marttinen
Sarah Marttinen (Sep 26, 2024 08:39 EDT)

Jennifer McMaster
Jennifer McMaster (Oct 1, 2024 11:04 EDT)

LETTER OF UNDERSTANDING #1

between

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 894 C.L.C.

RE: The Scope of the RPN

The parties recognize:

- The scope of practice of the RPN has been expanding within the healthcare sector.
- The philosophy of the Group Health Centre is for all employees to work at their maximum scope of practice.

Therefore, the parties agree that as an RPN position becomes vacant, it will be reassessed to determine if the duties of the position require the qualifications of an RPN. It is understood that RPN vacancies will not automatically be replaced by an RPN.

The parties further agree that for the life of this agreement, that clerical replacement of current RPN positions will be done through attrition and that an RPN will not be laid off from their position to be replaced by a clerical position.

Dated at Sault Ste. Marie, Ontario this 23rd day of September, 2024.

FOR THE UNION

Tracy Fabbicino
Tracy Fabbicino (Sep 26, 2024 16:31 EDT)

Sharon Siegfried
Sharon Siegfried (Sep 25, 2024 15:55 EDT)

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Sarah Marttinen (Sep 26, 2024 08:39 EDT)

Jennifer McMaster
Jennifer McMaster (Oct 1, 2024 11:04 EDT)

LETTER OF UNDERSTANDING #2

between

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 894 C.L.C.

RE: RPN Transfer

The parties recognize the need for a process for Registered Practical Nurses (RPN) in practices to have the opportunity for growth.

Therefore, the parties agree to the following:

- An RPN who has worked in a Primary Care practice for physicians and/or nurse practitioners for longer than one (1) year shall be eligible to request a lateral transfer within Primary Care so long as the lateral transfer is of the same or lower status. (Example: FT-FT; PT-PT; FT-PT; FT-Casual; PT-Casual)
- An RPN who has worked for a provider within a Specialty department for longer than one (1) year shall be eligible to request a lateral transfer within the department so long as the lateral transfer is of the same or lower status. (Example: FT-FT; PT-PT; FT-PT; FT-Casual; PT-Casual)
- An RPN requesting lateral transfer shall complete electronically a Lateral Transfer Request Form. A copy of the request will be sent to Human Resources and the immediate Manager/Supervisor. All requests will be acknowledged in writing within twenty-four (24) working hours by Human Resources.
- All Lateral Transfer Requests shall remain on file until the employee transfers or wishes to have it removed.
- The Union shall receive a written list of employees who have submitted a Lateral Transfer Request Form bi-annually on January 1st and July 1st.
- When the Employer elects to fill a vacant position as per Article 13.01 and the position is one for which a RPN transfer request is applicable, the Employer shall first offer the available position to the most senior RPN on the transfer request list.

- In the event that the most senior RPN on the transfer request list for the available position does not accept the opportunity, the Employer will ask the next most senior RPN on the transfer request list for the available position. In the event that no RPN eligible for the available position on the transfer request list accepts the transfer opportunity, the Employer shall post the vacancy as per 13.01.
- All transfers shall be subject to the provisions of Article 13.06 (a) and (c).

Dated at Sault Ste. Marie, Ontario this 23rd day of September, 2024.

FOR THE UNION

Tracy Fabbicino
Tracy Fabbicino (Sep 26, 2024 16:31 EDT)

Sharon Siegfried
Sharon Siegfried (Sep 25, 2024 15:55 EDT)

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Jennifer McMaster (Oct 1, 2024 11:04 EDT)

LETTER OF UNDERSTANDING #3

between

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 894 C.L.C.

RE: RPN Schedule Pilot Project

The Employer appreciates the commitment and effort of all Employees at the Group Health Centre.

Further, the Employer recognizes the value of skilled RPNs to support and provide services to the patients and the Group Health Centre as a whole.

The GHC will implement a pilot project to establish a minimum twenty-five (25) hour per week schedule for RPN's in Primary and Specialty Care subject to Article 5 and Article 18.01 (b).

The pilot project will commence within thirty (30) days after ratification and will include a working group to support implementation, teamwork, training pool, and workload issues. The working group meeting will be pre-scheduled on a monthly basis and will include the Clerical Working Committee as needed.

It is understood and agreed that in order to meet the Employer's commitment with respect to the scheduling of permanent part-time RPN's in Primary Care and Specialty Care, the Employer is entitled to schedule such part-time RPN's into any assignments for which the RPN is qualified, including to support physicians in any offices within the GHC.

Dated at Sault Ste. Marie, Ontario this 23rd day of September, 2024.

FOR THE UNION

Tracy Fabbicino
Tracy Fabbicino (Sep 26, 2024 16:31 EDT)

Sharon Siegfried
Sharon Siegfried (Sep 25, 2024 15:55 EDT)

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Jennifer McMaster (Oct 1, 2024 11:04 EDT)

LETTER OF UNDERSTANDING #4

between

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 894 C.L.C.

RE: Departmental Meetings

The Employer appreciates the commitment and effort of all Employees at Group Health Centre.

The parties recognize the value of bringing together management and staff to collaborate on operational challenges, workload concerns and improvements in a timely manner through discussion and the development of concrete solutions. The Employer will ensure the Issue Management tool on the intranet is available to all staff to document their ideas, workload concerns, process improvement suggestions or any other operational opportunities.

Each Department Manager will facilitate an all staff department meeting at least quarterly. In addition, Human Resources will also attend each departmental meeting at least quarterly. Any cross-departmental issues or concerns will be brought forward by Management/HR to the appropriate Manager for resolution.

Any ongoing or persistent issues will be brought forward to the Labour Management Committee for further review and discussion.

Departmental meetings will commence within ninety (90) days of ratification.

This letter of understanding will be in effect until a new letter of understanding replaces it or for the term of the collective agreement.

Dated at Sault Ste. Marie, Ontario this 23rd day of September, 2024.

FOR THE UNION

Tracy Fabbicino
Tracy Fabbicino (Sep 26, 2024 16:31 EDT)

Sharon Siegfried
Sharon Siegfried (Sep 25, 2024 15:55 EDT)

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Jennifer McMaster
Jennifer McMaster (Oct 1, 2024 11:04 EDT)

LETTER OF UNDERSTANDING #5

between

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 894 C.L.C.

**RE: Scheduling Hours of Work (replaces Full time RPN Scheduling Hours of Work -
Dermatology, Rheumatology, Nurse Practitioner Department)**

The parties recognize that both the employees and employer value flexible scheduling practices. The parties recognize that the workflow/demands for certain positions may fluctuate throughout the week. As such, the parties agree to the following:

1. Where there is a departmental and/or operational need, outside the parameters outlined in article 18.01, employees may be scheduled to a maximum twelve (12) hour shift per day or minimum of four (4) hour shift per day (up to 37.5 hours per week).
2. Breaks will be adjusted as required, as per the Employment Standards Act and as outlined under article 18.06, for shifts that are less than or more than 7.5 hours.
3. All hours worked will be paid according to the Collective Agreement.
4. This letter of understanding will be in effect until a new letter of understanding replaces it or for the term of the Collective Agreement.

Dated at Sault Ste. Marie, Ontario this 23rd day of September, 2024.

FOR THE UNION

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Tracy Fabbicino (Sep 26, 2024 16:31 EDT)

Sharon Siegfried
Sharon Siegfried (Sep 25, 2024 15:55 EDT)

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Jennifer McMaster
Jennifer McMaster (Oct 1, 2024 11:04 EDT)

LETTER OF UNDERSTANDING #6

between

SAULT STE. MARIE AND DISTRICT GROUP HEALTH ASSOCIATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 894 C.L.C.

RE: RPN Training Wage Enhancement

An RPN trainer may, from time to time, be assigned the responsibility of the training and orientation of newly-hired RPNs for the duration of their four (4) week orientation. Furthermore, an RPN may, from time to time, be assigned the responsibility of re-orientating an RPN.

The Employer will review the trainer's workload to facilitate successful completion of the training/orientation assignment.

The Employer will provide, on a regular basis, all RPNs with an opportunity to indicate their interest in assuming a trainer role. The Employer will select and assign the trainer. At the request of any employee, the Employer will discuss with any unsuccessful applicant ways in which they may be successful for future opportunities.

The Employer will compensate the RPN trainer for this assigned additional responsibility, a premium of sixty (60¢) cents per hour for each hour spent training during the orientation or a re-orientation period, in addition to their regular rate of pay and applicable premium allowances.

Dated at Sault Ste. Marie, Ontario this 23rd day of September, 2024.

FOR THE UNION

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Tracy Fabbicino (Sep 26, 2024 16:31 EDT)

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Sharon Siegfried (Sep 25, 2024 15:55 EDT)

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Jennifer McMaster (Oct 1, 2024 11:04 EDT)

SCHEDULE "A" – PROCESS FOR JOB EVALUATION

Article 1 – Purpose

The joint job evaluation program will be used to:

- a) Collect data relating to job content (job analysis).
- b) Evaluate all jobs within the scope of this Agreement to establish a job hierarchy and provide the basis on which to establish internal equity.

Article 2 – Process

- a) The job evaluation plan used to evaluate CUPE positions is the Peat Marwick Revised Core Plan. This is a weighted-point job evaluation plan that measures positions on four criteria: skill, effort, responsibility and working conditions.
- b) A joint job evaluation committee will be composed of three (3) representatives each from Management and the Union.
 - i. Those members of the joint job evaluation committee from the union shall be granted leave of absence with pay at their current rate and without loss of seniority for periods of time spent on committee business, including training. These members will continue to have all the rights and privileges of the collective agreement between the parties, including access to the grievance procedures, promotional opportunities and salary increments to which the employee would normally be entitled.
 - ii. Each party may appoint one (1) alternate representative who will be trained and may serve as a replacement for an absent member. An alternate member shall have the right to vote only when replacing a regular committee member who is absent or when replacing a regular committee member who is excused from attending because of a conflict of interest. Alternate members may attend meetings of the J.J.E.C.

The Employer will not be responsible for wages of any union alternate who attends a meeting as an additional member. An alternate will not suffer a loss of wages when attending on behalf of an absent regular member. No employee will gain hours as a result of participating on the J.J.E.C.

- iii. The members of the committee shall be assured of a return to their original positions that they were in prior to being appointed to the committee.
- iv. If a member needs to be replaced in their work area, it is the member's responsibility to make arrangements with their supervisor not less than 2 weeks, where possible, in

advance of the meeting and such approval shall not be unreasonably denied.

- v. Committee members will be excused from rating their own job, the position of a direct subordinate, or any other position where the rating of that job may place them in a real or perceived conflict of interest.
- c) It shall be the purpose of the joint job evaluation committee to:
- i. Maintain the job evaluation manual.
 - ii. Maintain and amend (if necessary) the questionnaire used to collect job data.
 - iii. Collect data and review all job questionnaires.
 - iv. Evaluate questionnaires for all jobs.
 - v. Consider and determine the status of appeals for all evaluated jobs.
 - v. Create*/maintain the job evaluation training manual.

* Creation of the Job Evaluation Training Manual shall be developed jointly between the Union and the Employer and shall be completed no later than December 1, 2018. The Manual will be reviewed and updated as necessary on an annual basis.

- d) In order to compile appropriate data on each job under review, a questionnaire will be used to collect job information. The questionnaire will not be deemed official until the following procedure has been completed:

Individuals who are preparing their classification data will be provided with the blank questionnaire (electronic or hard copy) along with a copy of the current job description/posting.

- i. The questionnaire has been forwarded to the incumbent(s) and immediate Manager/Supervisor for completion, review and comment. The questionnaire shall be returned within two weeks of receipt indicating agreement or otherwise.

Where there is more than one incumbent with the union's input a team of up to five (5) writers will be selected who will author the first draft of the questionnaire. The five will then divide up those in the classification for the communication of the draft and the receipt of comments back from employees. They will then meet a second time to finalize the document which should take approximately a half day. Those who are on the writing team will be allowed up to three (3) employer paid hours to draft the questionnaire which will then be circulated to the rest of the incumbents for review.

The team then will be entitled to an additional up to three (3) Employer paid hours to

meet and review the submitted comments and compile the final questionnaire to their designated supervisor.

- The finalized questionnaires are to be given to the identified supervisor for their comments. Supervisors should not change anything on the form but in their comments, provide the committee with the reflection on the information provided.
- If there is a significant difference in the duties that are outlined on the questionnaire, the supervisor can meet with the employees to further explore what duties are assigned. The Union and the Employer can be at those meetings if disputes may arise.

Such requests for time off will be submitted to their supervisor not less than 2 weeks, where possible, in advance of the meeting and such approval shall not be unreasonably denied.

- ii. Where compliance of process and timelines does exist, the incumbent(s) and Manager/Supervisor will sign and date the job questionnaire.
 - iii. Where compliance of process and timelines does not exist, the incumbent(s) and/or Manager/Supervisor may appeal in writing within three working days, detailing the nature of the concern to the joint evaluation committee, whose determination after due inquiry will be final based on a consensus of the committee. Such inquiry may involve an interview of either or both parties and/or observation. The committee will respond within three (3) working days of receipt of the written appeal.
 - iv. Two (2) members of the job evaluation committee (one from each party) may interview employee(s) and/or supervisor(s), observe any job work site, documentation, vehicle, machinery or office equipment, to gain more specific information about the job.
- e) Job evaluations will be based upon the following:
- i. Each job shall be evaluated using the Peat Marwick job evaluation manual.
 - ii. Each evaluation shall be conducted taking into consideration that it is the job content that is under consideration and not the performance of the incumbent.
 - iii. Each job will be analyzed and evaluated without regard to existing wage rates/classifications.
 - iv. Job evaluations will be determined by consensus of the committee.
 - v. Job rating decisions will include sore-thumbing process to ensure consistency in Committee decisions.

- vi. Job ratings agreed upon will be signed and dated by all members of the committee.
- vii. Upon completion of the evaluation, each employee will be forwarded their job evaluation sheet. An appeal period of three (3) working days, which may be extended at the discretion of the committee, will be allowed during which time an employee and/or Manager/Supervisor may submit a written request for a review of the job questionnaire and job rating sheet along with justification to the joint evaluation committee. Appeals will be accepted for requests of re-evaluation. Consensus decisions by the joint committee are final.
- viii. In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the co-chairpersons of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed, the committee remains unable to agree upon the matter in dispute, the co-chairpersons shall advise, in writing, the union and the Employer of this fact, within fifteen (15) working days.

Either party may, by written notice to the other party, refer the dispute to a single arbitrator as per Article 9 of the Collective Agreement.

- ix. A quorum of four committee members, two from each party, will be required to undertake all evaluations.
- f) Each party shall designate one of its members as co-chairperson.
- i. The employer will appoint a secretary to the committee who will provide minutes of the previous meeting and agenda of the forthcoming meetings which will be circulated to each committee member prior to each meeting. The secretary shall not be a voting member of the committee.
 - ii. Evaluation decisions of the committee will be by consensus. Business decisions of the committee will be by majority.

Article 3 - Maintenance Procedures

- a) To maintain the ongoing job evaluation program, the joint committee shall be retained to:
 - i. Review all job evaluations within 10 years of last evaluation;
 - ii. Evaluate new CUPE positions as they arise;

- iii. Evaluate positions previously evaluated under this system which have undergone a significant change in the position duties;
 - iv. A completed and signed "Request for Job Evaluation Form" will initiate an evaluation for either (ii) or (iii) above.
- b) The committee will meet annually to review any outstanding evaluations as a result of (a) (ii) or (iii).
 - c) When a new position is established, the Employer shall notify the union of job title, proposed job duties, and assign a temporary wage rate.

After the incumbent has been in the position for at least six (6) months, the committee will evaluate the position in accordance with Article 2 of Schedule "A"

- d) Job descriptions will be prepared by Human Resources following the evaluation and forwarded to the joint committee, incumbent and Manager/Supervisor for review and signature.
- e) Copies of job evaluation documentation will be retained in Human Resources and also forwarded to the union for their records.

Article 4 - Salary Administration

All wage/salary job rates resulting from the joint job evaluation process will be the subject of negotiations between the parties.

Generally, however, adjustments will be as follows:

- a) New positions will be retroactive to the effective date of the position;
- b) Re-evaluated positions will be retroactive to the date the request form was received by Human Resources.
- c) In the event that a pay grade of the job decreases as the result of the evaluation or re-evaluation the incumbent(s) will be red circled until such time as their frozen wage is equal or lesser to the wage reflected in the current Collective Agreement.

Article 5 – Definitions

The following definitions are to apply to the terms used within Schedule “A” Process for Job Evaluation:

Collective Agreement	The collective agreement currently in effect between the Sault Ste. Marie and District Group Health Association and CUPE Local 894.
Incumbent	An employee assigned to a job.
Job	Is made up of a collection of duties and responsibilities.
Job analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observation.
Job Evaluation Questionnaire	The tool used to collect and record job data which forms part of the job-related documents.
Joint Job Evaluation Committee	The Committee is made up of equal representatives from union and management and is responsible for the maintenance of the job evaluation program.
Pay Grade	A designated salary range within the salary schedule.
Red-circled rate	The incumbent(s) wage rate that is higher than the newly established wage rate.
Sore-thumbng	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions.
Review of Job Evaluation	The process of looking at the current job description/posting and the most recent job evaluation questionnaire to assess and identify if any significant changes in job duties occurred.
Job Evaluation	The process at collecting data relevant to the job content and evaluating the position using the Peat Marwick Revised Core Plan.

WAGE GRIDS from Article 14.04 on page 16 First Year Jan. 1, 2024 to Dec. 31, 2024

14:04 a) i. Job Bands 1 through 8, for January 1, 2024 to December 31, 2024

CUPE Positions – For period January 1, 2024 through December 31, 2024

Job Band	Position - Job Title	January 1, 2024		
		3% Increase		
		Step 1	Step 2	Step 3
BAND 1	N/A	\$20.82	\$21.21	\$21.64
BAND 2	Groundskeeper	\$21.70	\$22.18	\$22.60
	Housekeeper	\$21.70	\$22.18	\$22.60
BAND 3	EMR Scanner	\$22.66	\$23.09	\$23.54
	Billing Clerk	\$22.66	\$23.09	\$23.54
BAND 4	Data Entry Clerk- EMR Lab	\$23.56	\$24.05	\$24.50
	Administration Clerk	\$23.56	\$24.05	\$24.50
	Receptionist Occupational Health Services	\$23.56	\$24.05	\$24.50
BAND 5	Accounts Receivable Clerk	\$24.47	\$24.98	\$25.47
	Enrollment Clerk	\$24.47	\$24.98	\$25.47
	Hospital Billing Clerk	\$24.47	\$24.98	\$25.47
	Finance Clerk	\$24.47	\$24.98	\$25.47
	Office Services Clerk	\$24.47	\$24.98	\$25.47
	Medical Record Clerk	\$24.47	\$24.98	\$25.47
	Office Assistant	\$24.47	\$24.98	\$25.47
	Senior Credit Clerk	\$24.47	\$24.98	\$25.47
BAND 6	Facility Helper	\$25.43	\$25.93	\$26.44
	Surgery Clerk	\$25.43	\$25.93	\$26.44
	Dermatology Assistant	\$25.43	\$25.93	\$26.44
	Diagnostic Imaging Clerk (ABHP Clerk)	\$25.43	\$25.93	\$26.44
	Van Driver	\$25.43	\$25.93	\$26.44
	Ophthalmic Medical Assistant	\$25.43	\$25.93	\$26.44
	Accounts Payable/Purchasing Clerk	\$25.43	\$25.93	\$26.44
	Clinical Programs Administration Clerk (Receptionist ADEC)	\$25.43	\$25.93	\$26.44
	Secretary - Psychiatry	\$25.43	\$25.93	\$26.44
Physical Therapy Clerk	\$25.43	\$25.93	\$26.44	
BAND 7	Healthy Sexuality Prevention Coordinator	\$26.32	\$26.81	\$27.38
	Education & Prevention Coordinator	\$26.32	\$26.81	\$27.38
	Physical Therapy Assistant	\$26.32	\$26.81	\$27.38
	Support Services Outreach Worker	\$26.32	\$26.81	\$27.38
	Senior Administration Clerk	\$26.32	\$26.81	\$27.38
	Medical Transcriptionist	\$26.32	\$26.81	\$27.38

CUPE Positions – For period January 1, 2024 through December 31, 2024 (Continued)

Job Band	Position - Job Title	January 1, 2024		
		3% Increase		
		Step 1	Step 2	Step 3
BAND 8	Senior Medical Transcriptionist	\$26.82	\$27.35	\$27.88
	Lead Hand – Facilities	\$26.82	\$27.35	\$27.88
	ECG Technician	\$26.82	\$27.35	\$27.88
	RPN*	\$26.82	\$27.35	\$27.88
BAND 9	Hep C Outreach Worker	\$27.48	\$28.02	\$28.58
	Kinesiologist*	\$27.48	\$28.02	\$28.58
	Ultrasound Technologist*	\$27.48	\$28.02	\$28.58
	Echocardiography Technologist*	\$27.48	\$28.02	\$28.58
	Social Worker*	\$27.48	\$28.02	\$28.58
BAND 10	Medical Radiation Technologist*	\$28.12	\$28.69	\$29.24
	Chiropodist*	\$28.12	\$28.69	\$29.24
BAND 11	Dietitian*	\$28.74	\$29.28	\$29.87
	Respiratory Therapist*	\$28.74	\$29.28	\$29.87
	Physical Therapist*	\$28.74	\$29.28	\$29.87
	Technical Lead Echocardiographer*	\$28.74	\$29.28	\$29.87
BAND 12	Senior Social Worker*	\$29.30	\$29.87	\$30.47

*refer to Market Driven Wage Grid

First Year Jan. 1, 2024 to Dec. 31, 2024

Market Driven Positions

Position - Job Title	January 1, 2024				
	3% Increase				
	Step 1	Step 2	Step 3	Step 4	Step 5
RPN	26.97	27.48	28.03	28.58	29.17
Kinesiologist	27.63	28.18	28.74	29.31	29.90
Social Worker	35.23	35.97	36.69	37.41	38.19
Dietitian	33.03	35.06	37.13	39.20	41.27
Medical Radiation Technologist	33.03	35.06	37.13	39.20	41.27
Respiratory Therapist	33.03	35.06	37.13	39.20	41.27
Chiropodist	33.23	35.26	37.33	39.41	41.50
Ultrasound Technologist	33.53	35.63	37.68	39.76	41.84
Echocardiography Technologist	33.53	35.63	37.68	39.76	41.84
Senior Social Worker	33.68	35.82	37.92	40.01	42.08
Technical Lead Echocardiographer	34.15	36.43	38.71	40.99	43.28
Physical Therapist	35.16	37.36	39.56	41.77	43.97

WAGE GRIDS from Article 14.04 on page 16, Second Year Jan.1, 2025 to Dec. 31, 2025

14:04 a) ii. Job Bands 1 through 8, for January 1, 2025 to December 31, 2025

CUPE Positions – For period January 1, 2025 through December 31, 2025

Job Band	Position - Job Title	January 1, 2025		
		3.5% Increase		
		Step 1	Step 2	Step 3
BAND 1	N/A	\$21.55	\$21.95	\$22.40
BAND 2	Groundskeeper	\$22.46	\$22.96	\$23.39
	Housekeeper	\$22.46	\$22.96	\$23.39
BAND 3	EMR Scanner	\$23.45	\$23.90	\$24.36
	Billing Clerk	\$23.45	\$23.90	\$24.36
BAND 4	Data Entry Clerk- EMR Lab	\$24.38	\$24.89	\$25.36
	Administration Clerk	\$24.38	\$24.89	\$25.36
	Receptionist Occupational Health Services	\$24.38	\$24.89	\$25.36
BAND 5	Accounts Receivable Clerk	\$25.33	\$25.85	\$26.36
	Enrollment Clerk	\$25.33	\$25.85	\$26.36
	Hospital Billing Clerk	\$25.33	\$25.85	\$26.36
	Finance Clerk	\$25.33	\$25.85	\$26.36
	Office Services Clerk	\$25.33	\$25.85	\$26.36
	Medical Record Clerk	\$25.33	\$25.85	\$26.36
	Office Assistant	\$25.33	\$25.85	\$26.36
	Senior Credit Clerk	\$25.33	\$25.85	\$26.36
BAND 6	Facility Helper	\$26.32	\$26.84	\$27.37
	Surgery Clerk	\$26.32	\$26.84	\$27.37
	Dermatology Assistant	\$26.32	\$26.84	\$27.37
	Diagnostic Imaging Clerk (ABHP Clerk)	\$26.32	\$26.84	\$27.37
	Van Driver	\$26.32	\$26.84	\$27.37
	Ophthalmic Medical Assistant	\$26.32	\$26.84	\$27.37
	Accounts Payable/Purchasing Clerk	\$26.32	\$26.84	\$27.37
	Clinical Programs Administration Clerk (Receptionist ADEC)	\$26.32	\$26.84	\$27.37
	Secretary - Psychiatry	\$26.32	\$26.84	\$27.37
	Physical Therapy Clerk	\$26.32	\$26.84	\$27.37
BAND 7	Healthy Sexuality Prevention Coordinator	\$27.24	\$27.75	\$28.34
	Education & Prevention Coordinator	\$27.24	\$27.75	\$28.34
	Physical Therapy Assistant	\$27.24	\$27.75	\$28.34
	Support Services Outreach Worker	\$27.24	\$27.75	\$0.00
	Senior Administration Clerk	\$27.24	\$27.75	\$28.34
	Medical Transcriptionist	\$27.24	\$27.75	\$28.34

CUPE Positions – For period January 1, 2025 through December 31, 2025 (continued)

Job Band	Position - Job Title	January 1, 2025		
		3.5% Increase		
		Step 1	Step 2	Step 3
BAND 8	Senior Medical Transcriptionist	\$27.76	\$28.31	\$28.86
	Lead Hand – Facilities	\$27.76	\$28.31	\$28.86
	ECG Technician	\$27.76	\$28.31	\$28.86
	RPN*	\$27.76	\$28.31	\$28.86
BAND 9	Hep C Outreach Worker	\$28.44	\$29.00	\$29.58
	Kinesiologist*	\$28.44	\$29.00	\$29.58
	Ultrasound Technologist*	\$28.44	\$29.00	\$29.58
	Echocardiography Technologist*	\$28.44	\$29.00	\$29.58
	Social Worker*	\$28.44	\$29.00	\$29.58
BAND 10	Medical Radiation Technologist*	\$29.10	\$29.69	\$30.26
	Chiropodist*	\$29.10	\$29.69	\$30.26
BAND 11	Dietitian*	\$29.75	\$30.30	\$30.92
	Respiratory Therapist*	\$29.75	\$30.30	\$30.92
	Physical Therapist*	\$29.75	\$30.30	\$30.92
	Technical Lead Echocardiographer*	\$29.75	\$30.30	\$30.92
BAND 12	Senior Social Worker*	\$30.33	\$30.92	\$31.54

*refer to Market Driven Wage Grid

Second Year Jan. 1, 2025 to Dec. 31, 2025

Market Driven Positions

Position - Job Title	January 1, 2025				
	3.5% Increase				
	Step 1	Step 2	Step 3	Step 4	Step 5
RPN	27.91	28.44	29.01	29.58	30.19
Kinesiologist	28.60	29.16	29.75	30.34	30.95
Social Worker	36.46	37.23	37.97	38.72	39.53
Dietitian	34.19	36.29	38.43	40.57	42.71
Medical Radiation Technologist	34.19	36.29	38.43	40.57	42.71
Respiratory Therapist	34.19	36.29	38.43	40.57	42.71
Chiropodist	34.39	36.49	38.64	40.79	42.95
Ultrasound Technologist	34.70	36.88	39.00	41.15	43.30
Echocardiography Technologist	34.70	36.88	39.00	41.15	43.30
Senior Social Worker	34.86	37.07	39.25	41.41	43.55
Technical Lead Echocardiographer	35.35	37.71	40.06	42.42	44.79
Physical Therapist	36.39	38.67	40.94	43.23	45.51

WAGE GRIDS from Article 14.04 on page 16, Third Year Jan.1, 2026 to Dec. 31, 2026

14:04 a) ii. Job Bands 1 through 8, for January 1, 2026 to December 31, 2026

CUPE Positions – For period January 1, 2026 through December 31, 2026

Job Band	Position - Job Title	January 1, 2026		
		3.75% Increase		
		Step 1	Step 2	Step 3
BAND 1	N/A	\$22.36	\$22.77	\$23.24
BAND 2	Groundskeeper	\$23.30	\$23.82	\$24.27
	Housekeeper	\$23.30	\$23.82	\$24.27
BAND 3	EMR Scanner	\$24.33	\$24.80	\$25.27
	Billing Clerk	\$24.33	\$24.80	\$25.27
BAND 4	Data Entry Clerk- EMR Lab	\$25.29	\$25.82	\$26.31
	Administration Clerk	\$25.29	\$25.82	\$26.31
	Receptionist Occupational Health Services	\$25.29	\$25.82	\$26.31
BAND 5	Accounts Receivable Clerk	\$26.28	\$26.82	\$27.35
	Enrollment Clerk	\$26.28	\$26.82	\$27.35
	Hospital Billing Clerk	\$26.28	\$26.82	\$27.35
	Finance Clerk	\$26.28	\$26.82	\$27.35
	Office Services Clerk	\$26.28	\$26.82	\$27.35
	Medical Record Clerk	\$26.28	\$26.82	\$27.35
	Office Assistant	\$26.28	\$26.82	\$27.35
	Senior Credit Clerk	\$26.28	\$26.82	\$27.35
BAND 6	Facility Helper	\$27.31	\$27.85	\$28.40
	Surgery Clerk	\$27.31	\$27.85	\$28.40
	Dermatology Assistant	\$27.31	\$27.85	\$28.40
	Diagnostic Imaging Clerk (ABHP Clerk)	\$27.31	\$27.85	\$28.40
	Van Driver	\$27.31	\$27.85	\$28.40
	Ophthalmic Medical Assistant	\$27.31	\$27.85	\$28.40
	Accounts Payable/Purchasing Clerk	\$27.31	\$27.85	\$28.40
	Clinical Programs Administration Clerk (Receptionist ADEC)	\$27.31	\$27.85	\$28.40
	Secretary - Psychiatry	\$27.31	\$27.85	\$28.40
	Physical Therapy Clerk	\$27.31	\$27.85	\$28.40
BAND 7	Healthy Sexuality Prevention Coordinator	\$28.26	\$28.79	\$29.40
	Education & Prevention Coordinator	\$28.26	\$28.79	\$29.40
	Physical Therapy Assistant	\$28.26	\$28.79	\$29.40
	Support Services Outreach Worker	\$28.26	\$28.79	\$0.00
	Senior Administration Clerk	\$28.26	\$28.79	\$29.40
	Medical Transcriptionist	\$28.26	\$28.79	\$29.40

CUPE Positions – For period January 1, 2026 through December 31, 2026 (continued)

Job Band	Position - Job Title	January 1, 2026		
		3.75% Increase		
		Step 1	Step 2	Step 3
BAND 8	Senior Medical Transcriptionist	\$28.80	\$29.37	\$29.94
	Lead Hand – Facilities	\$28.80	\$29.37	\$29.94
	ECG Technician	\$28.80	\$29.37	\$29.94
	RPN*	\$28.80	\$29.37	\$29.94
BAND 9	Hep C Outreach Worker	\$29.51	\$30.09	\$30.69
	Kinesiologist*	\$29.51	\$30.09	\$30.69
	Ultrasound Technologist*	\$29.51	\$30.09	\$30.69
	Echocardiography Technologist*	\$29.51	\$30.09	\$30.69
	Social Worker*	\$29.51	\$30.09	\$30.69
BAND 10	Medical Radiation Technologist*	\$30.19	\$30.80	\$31.39
	Chiropodist*	\$30.19	\$30.80	\$31.39
BAND 11	Dietitian*	\$30.87	\$31.44	\$32.08
	Respiratory Therapist*	\$30.87	\$31.44	\$32.08
	Physical Therapist*	\$30.87	\$31.44	\$32.08
	Technical Lead Echocardiographer*	\$30.87	\$31.44	\$32.08
BAND 12	Senior Social Worker*	\$31.47	\$32.08	\$32.72

*refer to Market Driven Wage Grid

Second Year Jan. 1, 2026 to Dec. 31, 2026

Market Driven Positions

Position - Job Title	January 1, 2026				
	3.75% Increase				
	Step 1	Step 2	Step 3	Step 4	Step 5
RPN	28.96	29.51	30.10	30.69	31.32
Kinesiologist	29.67	30.25	30.87	31.48	32.11
Social Worker	37.83	38.63	39.39	40.17	41.01
Dietitian	35.47	37.65	39.87	42.09	44.31
Medical Radiation Technologist	35.47	37.65	39.87	42.09	44.31
Respiratory Therapist	35.47	37.65	39.87	42.09	44.31
Chiropracist	35.68	37.86	40.09	42.32	44.56
Ultrasound Technologist	36.00	38.26	40.46	42.69	44.92
Echocardiography Technologist	36.00	38.26	40.46	42.69	44.92
Senior Social Worker	36.17	38.46	40.72	42.96	45.18
Technical Lead Echocardiographer	36.68	39.12	41.56	44.01	46.47
Physical Therapist	37.75	40.12	42.48	44.85	47.22