

Collective Agreement

between

Ontario Public Service Employees Union
on behalf of its Local 315

and

**Central East Local Health Integration Network, carrying on business as “Home
and Community Care Support Services: Central East”**

DURATION: **April 1, 2020 - March 31, 2023**



Sector #17

3-315-5545-20200331-17

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ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to maintain mutually satisfactory employee relations, working conditions, hours of work and salaries between the Employer and the Union and to promote a prompt and orderly method of settling all differences including grievances, and for the final settlement of disputes.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all paramedical employees providing direct services employed by Home and Community Care Support Services: Central East save and except supervisors, persons above the rank of supervisor, students employed during the school vacation period, employees represented by another trade union, nurses employed in the delivery of nursing services and Nurse Practitioners working in the Nurse Practitioner role.

Clarity Note: For employees of record as of April 11, 2012, the Peterborough Branch will continue to be the location of record.

2.02 Supervisors, students and volunteers shall not work regularly on any jobs performed by employees in the Bargaining Unit if this would directly or indirectly cause or result in the lay-off of an employee in the Bargaining Unit

ARTICLE 3 – DEFINITIONS

3.01 The term “Employee(s)” as used in this Agreement shall mean only those employees who are included in the bargaining unit as defined in Article 2.01 above.

3.02 A full- time employee is defined as an employee who is normally scheduled to work thirty-five (35) hours per week.

3.03 A regular part-time employee is defined as an employee who is regularly scheduled to work less than thirty-five (35) hours per week.

3.04

a) A part-time employee whose hours are temporarily increased to full-time to replace a full-time employee who is absent because of vacation, illness, accident or leave of absence under Article 14 not anticipated to exceed twelve (12) consecutive months, shall retain their part-time status.

b)

(i) An employee hired to replace a full-time or a part-time employee who is absent because of vacation, illness, accident or leave of absence under Article 14 not anticipated to exceed twelve (12) consecutive months, shall be classified as temporary.

(ii) In the event that a temporary employee is retained by the Employer on a permanent basis:

a) Their seniority and service for the purpose of benefits, vacation, sick leave credits and for advancement on

the salary grid shall be retroactive to their most recent date of hire as a temporary employee.

- b) Their period of temporary employment shall be applied toward their probation period which shall be decreased proportionately.
- c) Subject to Article 3.05, the following provisions of this Agreement do not apply to temporary employees:
 - i. Article 10 – Seniority
 - ii. Article 11 – Postings, Promotions, Transfers and Layoffs
 - iii. Article 14 – Leaves of Absence
 - iv. Article 15 – Vacation and Paid Holidays
 - v. Article 16 – Sick Leave
 - vi. Article 17 – Benefit Programs

3.05 Temporary employees shall receive statutory holiday pay, vacation pay, pay in lieu of benefits, in accordance with the provisions contained in this Agreement covering part-time employees.

3.06 Wherever the feminine pronoun is used in this Collective Agreement, it includes the masculine pronoun where the context so requires, and vice versa.

3.07 The parties to this Collective Agreement agree that the Collective Agreement will be written in gender neutral language.

3.08 Where any personal pronoun is used in this Agreement, it shall mean and include all gender pronouns where the context so applies.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, assign, discharge, direct, transfer, classify, promote, demote or discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- c) Generally manage Home and Community Care Support Services: Central East.

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

ARTICLE 5 – RELATIONSHIPS

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to

work in an atmosphere which promotes respectful interactions and is free from discrimination, and workplace and/or sexual harassment.

- 5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representative with respect to any employee because of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the collective agreement.
- 5.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex (including pregnancy and breastfeeding), citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

- 5.03 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- 5.04 “Harassment” means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”. Ref: *Ontario Human Rights code*, Sec. 10(1).
 - a) “Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status or disability”. Ref: *Ontario Human Rights Code*, Sec 5(2).
 - b) “Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or their employer or agent of the employer or by another employee” [Ref: *Ontario Human Rights Code*, Sec. 7(2)].
 - c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act*, Sec. 1(1).

“Workplace Harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.” Ref: *Occupational Health and Safety Act*, Sec. 1 (1).

- d) “Workplace Sexual Harassment” means,
 - i. Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender

identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

- ii. Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; Ref: *Occupational Health and Safety Act*. Sec. 1(1).

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

- 5.05 The Employer will not negotiate with an individual employee(s) or make any agreement directly with an individual employee(s) which conflicts with the terms of this Collective Agreement.
- 5.06 Residence which is not pertinent to the performance of work shall not be considered in hiring, placement, promotion or salary determination or other terms of employment.
- 5.07 The Employer shall provide a bulletin board for the sole use of the Union to post meeting notices, workshops, education matters and other Union related matters.
- 5.08 Sufficient copies of this Agreement in mutually agreeable form shall be prepared by the Employer and shall be issued by the Union to each employee now employed and as employed. Costs shall be shared by the Employer and the Union.

ARTICLE 6 – NO STRIKES NO LOCKOUTS

- 6.01 There shall be no strikes or lockouts so long as this agreement continues to operate. The words “strike and “lock-out” have the meaning attributed to them in the interpretation section of the Ontario Labour Relations Act.

ARTICLE 7 – UNION REPRESENTATION

- 7.01 Provincial Labour Management

The parties agree to meet twice per year (or sooner if mutually agreed to by the parties) to discuss issues that may have an impact on the bargaining units throughout the province or that may require discussion on issues considered central to the existing Collective Agreements. The parties agree that these meetings will take place through teleconferencing/videoconferencing. The meetings shall be limited to a two (2) hour period with agenda items identified at least one week prior to the meeting.

The Union Committee shall consist of the Local Presidents (or designate) and a representative of the bargaining agent. There shall be no loss of pay or other credits for the Local Presidents (or designate) while participating in the meetings.

- 7.02 Central Negotiating Committee

In the event that the parties agree to participate in central bargaining between the Ontario Public Service Employees Union and the participating Home and Community

Care Support Services, an employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the participating Home and Community Care Support Services and shall be paid for all scheduled shifts missed (including scheduled shifts on calendar days immediately before and after negotiations), up to and including mediation. It is agreed that the Employer is not responsible for any other costs associated with the employee's participation in bargaining. The number of employees on the Union's Central Negotiating Team will be agreed to at the time the Memorandum of Conditions for Central Bargaining is negotiated, with the understanding it shall not be less than five (5) members.

7.03 Union Representatives

The Employer agrees to recognize three (3) Union representatives to be elected or appointed from amongst employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement.

The Union shall notify the Employer in writing of the names of its representatives for all purposes and the names of members of all committees recognized under the Collective Agreement.

7.04 Local Negotiating Committee

- a) A Negotiating Committee of three (3) employees;
- b) The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation. It is agreed that the Employer is not responsible for any other costs associated with the employee's participation in bargaining.

7.05 The Local Union representatives shall constitute the Local Negotiating Committee and the Grievance Committee to represent the Union, which shall also include the Sector Negotiator of the Union or their designate.

7.06 Labour Management Committee (LMC)

A Labour Management Committee (LMC) shall be established consisting of up to three (3) union representatives and up to three (3) management representatives.

- a) The Union may have the assistance of a union Staff Representative and the Employer may have the assistance of an outside resource person at any meeting of the LMC.
- b) The purpose of LMC is to provide a forum for ongoing communication to discuss items which are of mutual concern to management and the employees. The parties agree that Equity in the Workplace is an appropriate issue for discussion at LMC. With advance notice, either party may request to have representation of a bargaining unit member or an employer representative who identify with the topic of Equity for discussion.

- c) The Committee will meet at least quarterly or as required. Both parties agree to alternate co- chairing of the meetings. The agenda for the meeting will be distributed at least (7) seven days prior to the meetings.
- d) The Employer shall provide a recorder for the minutes. Draft minutes of the meeting will be circulated to the participants within ten (10) days of the meeting for finalization. Minutes will be signed by the co-chairs within thirty (30) days of the meeting.

7.07

- a) Meetings involving the Grievance, Labour Management or Negotiating Committees shall be at times and places agreed to between the Union and the Employer. An employee whose participation is necessary and who attends such meetings shall be paid at their regular rate of pay.
- b) Subject to (c), below, the Employer is not required to compensate employees for loss of pay in respect of meetings subsequent to notice of arbitration or attendance at arbitration hearings.
- c) Meetings other than those referred to above may be arranged between the Employer and the Union at mutually agreeable times and places. An employee whose participation is necessary and who attends such meetings shall be paid at their regular rate of pay

7.08 The Union acknowledges that Local Union representatives, Committee members and employees have regular duties to perform on behalf of the Employer. Such persons shall give the appropriate Director or designate reasonable notice of their intent to leave their regular duties for the purpose of attending on Union business and meetings referred to in Article 7 above. Further such persons shall not leave their regular duties without receiving permission from the appropriate Director or designate, and such permission shall not be unreasonably withheld.

7.09 Joint Health and Safety Committee (JHSC)

- a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent accidents, injury and illness. The parties agree to promote health & safety throughout the organization and the Employer further agrees to continue to make reasonable provisions for the health and safety of employees during hours of employment.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to recognize a Joint Health and Safety Committee (JHSC), which may include branch committees, as required by legislation.
- c) The JHSC shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to health and safety.

- d) The JHSC shall meet at least quarterly or more frequently upon request. The parties agree that such request shall not be unreasonable and must have a direct relation to a specific concern, risk or incident. The duties of Chairperson and Secretary will alternate between the parties, unless agreed otherwise by the parties. Finalized JHSC minutes, recommendations, and inspections will be posted on the bulletin board and intranet.
- e) Any union representative elected or appointed in accordance with this Article shall serve for a term of two (2) calendar years from the date of appointment, which may be renewed for further periods. Any representative attending meetings of the JHSC during their scheduled hours of work shall not lose regular earnings as a result of such attendance.
- f) The employer will certify one (1) OPSEU representative to serve as a Health and Safety Representative on the Health and Safety Committee.
- g) The Union and Management agree to endeavour to obtain the full co-operation of all employees in the observation of all safety rules and practices.
- h) The parties recognize the benefits of training for employees involved in direct care with respect to personal safety in the course of their employment duties, the content of which will be discussed and recommended by the parties from time to time through the JHSC.
- i) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker [Occupational Health and Safety Act, s 25 (2)(h)].
- j) The Employer will inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge and equipment necessary to perform the work assigned to them in a safe manner.
- k) Each staff member is responsible for reporting unsafe or unhealthy working conditions that create a risk for injury or illness to employees.

ARTICLE 8 – UNION SECURITY

8.01

- a) The Employer agrees to deduct from the wages of an employee, from the first day of employment, on a pay period basis, the dues of the Union in such amount as is certified by the Treasurer of the Union as being the monthly dues of the Union. In addition, the Employer agrees to deduct Union dues from any payments as prescribed by the Union either agreed to or awarded. The Employer will remit by the 15th of each month for the preceding month the amount of dues deducted from the wages of an employee to the Accounting Department of the

Union, 100 Lesmill Road, Toronto, Ontario M3B 3P8. The remittance shall be accompanied by a list of the employees who have Union dues deducted from their wages together with the inclusion of such other pertinent information as may be made available at the discretion of the Employer. A copy of such list shall be forwarded to the Local Union President or designate. The Union agrees to indemnify and save the Employer harmless from any claims, actions or causes of action arising out of the deduction of dues as aforesaid.

- b) The Employer shall provide the Union with names and addresses of new members of the bargaining unit within one month of their starting date. In addition, the Employer shall provide a list of terminations within one month of the terminations. Such lists may be combined on one monthly report, or as part of the dues remittance.
- c) At least once per calendar year, the Employer will provide the Union with a list, which includes the addresses shown on the Employer's personnel records, of all current members of the bargaining unit.
- d) The Union agrees that there shall be no solicitation for membership, collection of dues, or other Union activities transacted on the premises of the Employer except as is specifically permitted by this Agreement or in writing by the Employer.
- e) The Union agrees that it shall not utilize the Employer's e-mail or telephone system for the purpose of communicating with employees with respect to Union business without prior consent of the Employer, unless communication is required between Union Stewards and OPSEU Staff Representative/Local Executive Officers. Such consent shall not be unreasonably withheld.
- f) The Union shall have 30 minutes during the new employee's orientation to acquaint the employee with the presence of the union and the collective agreement.
- g) The Employer shall provide each Employee with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.

ARTICLE 9 – COMPLAINTS AND GRIEVANCES

9.01 The parties to this agreement believe that it is important to respond to complaints and grievances as quickly as possible as provided for herein.

9.02 **Complaint Stage**

Should any dispute arise between the Employer and an employee (individual), or between the Employer and the Union (Policy), or between the Employer and a group of employees (Group) who have identical grievances, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the employee or Union shall first discuss the complaint informally with the Manager within

fourteen (14) calendar days following the issue giving rise to the complaint or when the employee ought to have reasonably become aware of the issue giving rise to the complaint.

The Manager shall then respond within five (5) calendar days of such discussion/meeting. If the dispute is not resolved to the satisfaction of the employee, group of employees or Union, such dispute shall be submitted as a written grievance within five (5) calendar days of the Manager's response.

Notwithstanding the above, in the case of a discharge, the parties agree that a written grievance shall be filed within ten (10) calendar days of the discharge and that the complaint stage will not be required.

9.03 Grievance Stage

Once a written grievance is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. In addition to the OPSEU Union Steward, an OPSEU Staff Representative is entitled to attend such meetings.

The parties agree that an employee or group of employees, including the Union Steward, required to attend at the complaint or grievance stage shall do so without any loss of credits, pay or benefits.

9.04 Mediation Stage

a) Mutual Agreement

No matter shall be referred to Mediation unless it has been carried through the grievance procedure first.

It is understood that the parties may agree, in writing to submit a grievance to Mediation once it has been filed to Arbitration in accordance with the provisions of the Collective Agreement.

b) Selection of the Mediator

The Mediator shall be selected through the mutual agreement of both parties. If the parties can't agree to a Mediator within ten (10) days of the referral, the matter should then proceed to Arbitration as outlined in the Collective Agreement.

c) If no settlement is reached through the Mediation process, the matter will proceed to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator.

In order to encourage open discussion and negotiation during Mediation, oral and written settlement discussions and proposals are privileged and cannot be disclosed or relied upon in any further proceedings.

d) The Union and Employer will share the cost of the Mediation, if any.

9.05 Arbitration Stage

- a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party in writing within fourteen (14) calendar days of its intent to forward the matter to Arbitration. Following the notification above, the parties shall exchange names of Arbitrators. If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.
- b) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to Arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.

9.06 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in the Agreement, unless mutually extended, it shall be considered to have been abandoned, subject to the relief jurisdiction of Arbitrators under Section 48 (16) of the Labour Relations Act. Extensions under this clause shall not be unreasonably withheld.

9.07 Once appointed, the Arbitrator shall have all the powers and shall conduct the proceeding under Section 50 of the Labour Relations Act to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 9.10.

9.08 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee affected by it.

9.09 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Arbitrator may take such decision as it may, in the circumstances, deem just and equitable, and may vary or set aside any action relating to the grievance in question.

9.10 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

9.11 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the employee(s) concerned shall be final and binding upon the Employer, Union and employee(s) involved.

9.12 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

Where the parties agree, they will exchange names of nominees within ten (10) calendar days. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the parties' nominees are unable to agree on a Chairperson, or one of the parties fails to appoint a nominee, the appointment of the Chair shall be made by the Minister of Labour for Ontario upon the request of either party.

All references in the above article to a sole Arbitrator shall be taken to include a Board of Arbitration, if necessary.

ARTICLE 10 – SENIORITY

- 10.01 A seniority list for the employees covered by this Collective Agreement, accurate as of the last day of the last full pay of the calendar year, showing the employee's name, classification and seniority years as determined by this Agreement, shall be posted at the Employer's location as soon as practical after the last pay of the calendar year, but no later than January 31st. A copy of the seniority list shall be sent or given to the Bargaining Unit President. Complaints concerning the accuracy of such lists, including the initial list shall be considered within twenty (20) working days of the posting. If no complaint is received during that time, it shall be deemed to be accurate.
- 10.02 A newly hired employee shall be on probation for a total of ninety (90) working days or nine (9) months, whichever occurs first. The discharge or discipline of an employee during their probationary period shall be deemed to be for just cause and as such shall not be the subject of a grievance.
- 10.03
 - a) Seniority shall be retained and accumulated in all instances except as otherwise provided in 10.03 (b) and (c).
 - b) Seniority shall be retained, but not accumulated when an employee is absent from work under the following circumstances:
 - i) After the twelfth (12th) week of lay off in a calendar year, subject to 10.03 (c) (iii);
 - ii) after the second (2nd) month of an approved leave of absence without pay in a calendar year.
 - c) Seniority shall be lost and employee's employment terminated when:
 - i) they resign;
 - ii) their employment is terminated and is not reinstated;
 - iii) they are laid off for more than two (2) years.
- 10.04 Part-time employees shall be credited with seniority on the basis of one year's seniority for each fifteen hundred and ninety six (1596) hours worked. Part-time employees shall only accrue seniority to a maximum of fifteen hundred and ninety six (1596) hours in any one calendar year.

ARTICLE 11 – POSTINGS, PROMOTIONS, TRANSFERS AND LAY-OFFS

11.01 Restructuring:

In the event of reorganization or restructuring of the Employer, the Employer shall notify the Union of such plans in advance of any implementation so that the parties can meet to discuss possible ways and means of minimizing the impact, including, but not limited to, identifying and proposing alternatives to any action that the Employer may be considering.

11.02 Postings, Promotions

Prior to an appointment to a new or permanently vacant position, there shall be a posting at each office of the Employer for a minimum period of five (5) working days in order that any interested employee may apply in writing. Temporary vacancies need not be posted, and include absences due to vacation, illness, disability, leave of absence and other situations where there is a recognized incumbent for the position in question. The Employer shall notify the Bargaining Unit President by letter in the event the Employer intends to fill a temporary vacancy or vacancies.

11.03

- a) The Employer shall consider an application from a part-time employee for a full-time position, provided they have the necessary qualifications, before employing a new employee.
- b) Full-time employees may apply in respect of part-time vacancies and vice-versa.

11.04 A full-time employee, upon appointment to a part-time position, or a part-time employee, upon appointment to a full-time position, will retain their seniority, vacation and sick leave credits as of such date, but thereafter their seniority, vacation and sick leave credits will accrue as applicable to their new status.

11.05 In matters of promotions, the Employer shall consider first, the qualifications and job performance of the employee, and, where the qualifications and job performance of the two (2) or more employees are relatively equal, then seniority will govern.

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

11.07 On promotion to a higher classification, an employee shall be placed at the increment level on the higher salary scale that results in an increase that is at least one increment on the employee's previous salary scale. The employee shall retain the same anniversary date for the purpose of movement through the scale.

11.08 Temporary Assignment/Transfer

When an employee is temporarily assigned by the Employer to a lower paying position their rate shall not be reduced during this period. When an employee is temporarily assigned to perform the duties of a higher paying classification from the beginning,

or/and for the duration of one or more shifts, they shall be paid the level in the relevant pay band that is closest to, but more than their regular rate of pay.

11.09 If a full-time employee is, for health reasons, available only for part-time employment, the Employer may offer their continued employment on such a basis, provided work can be made available without impairing the efficiency of Home and Community Care Support Services: Central East.

11.10 Lay Offs

- a) Reductions in the workforce shall be accomplished by laying off the employee(s) with the least seniority in the classification(s) affected. An employee who is subject to lay off from their classification may displace an employee with less seniority in another classification, if their qualifications and ability in relation to the other classification are relatively equal to the less senior employee.
- b) An employee who has been laid off is, subject to Article 10.03 (c) (iii), entitled to be recalled to their classification at the time of lay off, on the basis of seniority.
- c) Subject to 10.03 (c)(iii), no new employee shall be hired until employees on layoff who are qualified and capable of performing available work have been given an opportunity for recall.

11.11 In the event of a proposed layoff at Home and Community Care Support Services: Central East which is anticipated to exceed thirteen (13) weeks, the Employer will:

- a) Provide for a minimum of 60 days' notice to the Union. Employee notice can be provided concurrently and
- b) Meet with the Union through the Local Labour Management Committee to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which Home and Community Care Support Services: Central East will undertake after the layoff; and
 - iii) the method of implementation, including the areas of cutback and the employees to be laid off. Any agreement between the Employer and the Union, resulting from the review of this clause, concerning the method of implementation, will take precedence over the terms of this Article.

11.12 Prior to commencement of any lay off, the Employer shall provide all affected employees with the documentation necessary to register for Employment Insurance Benefits. Documents which cannot be provided until the conclusion of the pay period following the date of lay off shall be produced as quickly as possible thereafter.

11.13 An employee in receipt of a notice of layoff which is anticipated to exceed twelve (12) weeks pursuant to Article 11.11 may:

- a) accept the layoff;
- b) opt to receive a separation allowance as set out in Article 11.14 below; or

- c) may displace an employee with less seniority.

11.14 An employee who elects to accept a separation allowance shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum of twenty-six (26) weeks' salary, less any and all applicable statutory deductions. An employee who elects to accept a separation allowance under this provision shall be deemed to have resigned for the purposes of all other Articles of this Collective Agreement.

ARTICLE 12 – PROFESSIONAL RESPONSIBILITY

12.01 In the event that the Employer assigns a number of clients who are a workload to an individual employee or group of employees, such that they have cause to believe that they are being asked to perform more work than is consistent with proper care, they shall:

Complain, in writing, to the Local Labour Management Committee. The Chairperson of the Local Labour Management Committee shall convene a meeting of the Committee within ten (10) working days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties, and if not, it shall then be brought to the Board of Home and Community Care Support Services: Central East. Failing resolution of the complaint by the Board, either party may submit the matter to Arbitration pursuant to Article 9.05

ARTICLE 13 – HOURS OF WORK

13.01

- a) The following provisions are intended to define the normal hours of work and are not a guarantee of hours of work to be performed per day or per week.
- b) The normal hours of work shall consist of seven (7) hours per day (exclusive of a one-hour meal period), Monday through Friday and each normal work period shall commence no earlier than 8:00 a.m. and terminate no later than 10:00 p.m.
- c) Notwithstanding any wording to the contrary, should it become necessary to establish shifts between 2200 hours and 0800 hours, the Employer agrees it will post such shifts.
- d) Overtime is defined as hours worked in excess of seven (7) in a day (starting at 8:00 a.m.) or in excess of thirty-five (35) in a week (starting Monday at 8:00 a.m.). For staff working in other shift or work arrangements other than Monday to Friday days, overtime is defined as authorized hours worked in excess of seventy (70) hours in a bi-weekly pay period.
 - i) There shall be no pyramiding of benefits under this Article. Hours which are counted as overtime once shall not be counted or included for the purpose of determining entitlement to any other

overtime or premium pay. When an employee works overtime, compensating time off at the rate of time and one-half (1 & ½) or payment at the rate of time and one-half (1 & ½) shall be granted. If the employee chooses to take their entitlement in time off, such time off shall be arranged with the appropriate Director or designate. Accumulated time off shall not exceed five (5) days. In the event the parties are unable to agree regarding time off in lieu of overtime, the employee shall receive their entitlement in cash;

- ii) Any work assigned or scheduled with less than three (3) working days' notice shall be paid at the rate of time and one half (1 & ½) provided that the employee works their regular scheduled hours, if any, during the day in question. This provision does not apply to part-time employees.
- iii) Notwithstanding Article 13.01 (c) (ii), part- time employees who work a non-scheduled day will be paid at the straight time rate unless they work in excess of seven (7) hours on the non-scheduled day or thirty five (35) hours in the week the non-scheduled day occurs; and
- iv) A shift premium of one dollar and twenty cents (\$1.20) per hour shall be paid in respect of all non-overtime hours worked between 4:30 p.m. to 10:00 p.m.

e) Subject to the Employment Standards Act, where an employee agrees to alternate working hours to those stated in this Article, and where such employee works more than seven (7) hours in a day or thirty-five (35) hours in a week, as a result of their own request for specific time off, such time off will be straight time rates notwithstanding this Article. The time off will be arranged with the appropriate Director or designate, and in the event the parties are unable to agree, the employee shall receive their entitlement in cash.

f) Notwithstanding the above provision, arrangements regarding innovative/flexible scheduling may be entered into between Home and Community Care Support Services: Central East and the Union. Such arrangements shall be in writing and shall include, but are not necessarily limited to:

- i. a description of the employees involved;
- ii. the scheduling arrangements which pertain to the work and the employees covered;
- iii. the agreed variations from the Collective Agreement; and
- iv. the term of the agreed upon arrangements.

13.02 When a part-time employee, at the request of the appropriate Director or designate, attends staff meetings or in-service education programs, which meetings are held outside their normal working hours, they shall be paid at their regular rate of pay for such attendances.

13.03 Employees shall be paid time and one-half (1 & ½) for work performed on Saturdays, Sundays or paid Holidays.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 All requests for leave of absence, including any not covered elsewhere in this Agreement, will be submitted in writing to the appropriate Director or designate and considered on an individual basis. Such requests are to be made as far in advance as possible, and a written reply will be given by the appropriate Director or designate, except in cases of emergency. It is understood that requests will not be unreasonably denied, so long as the operational needs of the Employer are considered.

14.02 Bereavement Leave

- a) For the purpose of this Collective Agreement, "immediate relative" means mother, father, sister, brother, spouse (including same sex), son, daughter, guardian, dependent relative living with employee, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchild and inclusive of common-law relations.
- b) An employee who suffers the death of an immediate relative or any one determined by the appropriate Director or designate to have played the role of an immediate relative shall be granted up to five (5) days' leave of absence without loss of pay in respect of time necessarily missed from scheduled work. In addition to the above, an employee shall receive an additional two (2) days, without loss of pay, upon the death of a spouse or child. Bereavement leave will be mutually agreed upon between the employee and the appropriate Director or designate. Such requests will not be unreasonably withheld.

The appropriate Director or designate shall be notified as soon as possible of an employee's intention to take bereavement leave under this Article. A part-time employee shall receive payment for time scheduled to work up to the five (5) day maximum.

- c) In the case of the death of an employee's niece, nephew, aunt or uncle up to one (1) day leave of absence without loss of pay will be granted. The day will include the funeral or equivalent service.
- d) Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with the collective agreement. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be charged to the employee's vacation credits.
- e) An employee will be granted flexibility to distribute their bereavement leave entitlement over two occasions in order to accommodate religious or cultural beliefs or delayed interment or equivalent service.

14.03 Union Leave

- a) The Employer shall grant a leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business, provided that such leave will not interfere with the efficient operation of the Employer. The Union must give at least ten (10) days' notice in writing to the Employer in making application for the leave of absence for Union business. During such leave of absence, the employee's salary and applicable benefits, which includes pension contributions as may be permitted by HOOPP, shall be maintained by the Employer in the amount of the daily rate of the employee. The Employer will bill the Union for the employee's salary and benefits for the period of the leave. It is agreed that seniority, sick leave and vacation will continue to accumulate during such leaves.
- b) Leave, OPSEU Executive Board of Directors

An employee, who is elected to the Executive Board of Directors of the Ontario Public Service Employees Union or any other Provincial Committee of the Ontario Public Service Employees Union, other than to the offices of provincial President or First Vice-President, shall be granted a leave of absence without pay. Leave of absence under this provision shall be in addition to the Union leave provided in Article 14.03(a) above. During such leave, the employee's salary and applicable benefits, which includes pension contributions as may be permitted by HOOPP, shall be maintained by the Employer and the Ontario Public Service Employees Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is agreed that seniority, sick leave and vacation will continue to accumulate during such leaves.
- c) Leave, OPSEU President and First Vice-President

Upon application in writing by the Union on behalf of the employee elected to the office of President of the Ontario Public Service Employees Union, the Employer shall grant such employee a leave of absence, without pay, for a period of up to two (2) consecutive years. During such leave of absence, the employee's salary and applicable benefits, which includes pension contributions as may be permitted by HOOPP, shall be maintained by the Employer and the Ontario Public Service Employees Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Ontario Public Service Employees Union. The employee agrees to notify the Employer of their intention to return to work at least four weeks prior to the date of return. It is agreed that seniority will accumulate during such leaves.

14.04 Pregnancy and Parental Leave and Adoption Leave

Pregnancy and Parental leave shall be granted in accordance with Part XIV of the Employment Standards Act. Without reducing or limiting this, the Employer and the Union agree as follows:

a) Pregnancy Leave

A pregnant employee who started employment at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay of up to seventeen (17) consecutive weeks.

b) Adoption Leave

An employee who has been employed for at least thirteen (13) weeks prior to the adoption of a child is entitled to a leave of absence without pay of up to thirty-five (35) consecutive weeks immediately following the adoption of the child.

c) Parental Leave

An employee who is the parent of a child and who has been employed for at least thirteen (13) weeks prior to the birth of the child is entitled to a leave of absence without pay of up to thirty five (35) consecutive weeks which must start no more than fifty two (52) weeks after the day the child is born. This paragraph is not applicable to an employee who is granted a leave of absence under (b).

d) An employee who is eligible for a pregnancy leave may extend the leave for a period of up to twelve (12) months duration, inclusive of any parental leave.

An employee who is eligible for a parental leave, who is the natural father or is eligible for an adoption leave may extend the leave for a period of up to twelve (12) months duration.

e)

i) Upon completion of a leave of absence under this Article (14.04), the Employer shall, subject to (ii), reinstate the employee to the position they most recently held, if it still exists, or to a comparable position if it does not.

ii) Employees who take a leave of absence pursuant to this Article are required to Report for work upon completion of the initial leave period, except that the employee may shorten the leave period by giving the Employer at least four (4) weeks written notice to that effect. The Employer shall send a letter by registered mail, with a copy to the Union, to each employee who is granted a leave of absence under this Article, advising them of their return to work

date. This letter shall be sent not later than three (3) weeks before the return to work date.

iii) An employee who does not report for work on the return to work date shall forfeit their right to reinstatement unless (a) they notified the Employer before the start of work on the return date; and (b) there is a reasonable explanation for their continued absence.

f) Employees shall give the Employer as much notice as is reasonably possible regarding when leaves are to begin, and in any event, not less than two (2) weeks' notice in writing.

g) During an employee's absence under this Article, the Employer shall continue to pay the premiums in respect of the benefit programs mentioned in Article 17, unless the employee gives the Employer a written notice that the employee does not intend to make their contributions, if any.

h) Credit for service for the purposes of salary increments, vacation, sick leave or any other benefit under any provisions of the Collective Agreement shall accumulate and seniority shall accumulate during the pregnancy, adoption or parental leave of absence.

i) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement, who has applied for, and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee does not have any vested right, except to receive payments for the covered employment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

j) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this agreement, who has applied for, and is in receipt of Employment Insurance Parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance Parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their or his last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee does not have any vested right, except to receive payments for the covered employment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

Where an employee elects to receive parental leave benefits on a sixty-one (61) week schedule pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits on a thirty-five (35) week schedule pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

14.05 Education Leave

Educational leaves of absence may be granted at the discretion of the appropriate Director or designate as follows:

- a) Degree Programs; Usually twelve (12) months or longer; absence without pay;
- b) Certificate or Diploma Courses: Usually less than twelve (12) months; absence without pay; fifty percent (50%) of tuition fees reimbursed upon successful completion.
- c) Employees who are granted a leave of absence under (a) or (b) may elect to maintain the benefits in Article 17.01 by paying the applicable premiums, subject to the conditions of the insurance contracts or applicable legislation.
- d) Seminars and Workshops: Usually less than one (1) week. The Employer shall continue the salary of the employee and pay their registration fee when in attendance at such seminar or workshop, including taking or writing a required

examination. Reasonable living expenses shall be paid where such course is held outside the City/County of Peterborough. Travelling expenses will be reimbursed equivalent to the most economical method of travel upon authorization by the appropriate Director or designate.

- e) Upon completion of an educational leave under (d), the employee shall be returned to their former assignment. Upon completion of an educational leave under (a) or (b), they shall be returned to their former classification.

14.06 Jury and Witness Duty

If an employee is required to attend for jury selection, serve as a juror in any court of law, appear at a Coroners' Inquest, is a witness at a hearing of a Regulatory College of Ontario, or is subpoenaed to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not lose the employee's regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer, the full amount of compensation received for such jury duty or witness fees, excluding mileage, travelling and meal allowances, and an official receipt thereof.

An employee will be expected to be at work on any days (or part days) when the employee is excused as a juror or Crown witness, provided there remains at least one-half (1/2) of the normally scheduled shift.

14.07 Military Leave

An employee will be granted unpaid Military leave in accordance with the Employment Standards Act. The employee will give as much notice as is reasonably possible and will provide a copy of the Military notice when received.

Subject to operational requirements, an employee may be granted unpaid leave without loss of service or seniority to meet obligations pertaining to the Canadian Military Reserve for leaves not covered by the Employment Standards Act, Reservist Leave.

14.08 Leave Without Pay

The Employer may grant a leave of absence without pay at the discretion of the Employer for educational or personal reasons (which shall not include working for another Employer). Subject to operational requirements, such leave will not be unreasonably withheld. During such leaves employees may elect to continue participating in the group benefit plans provided the insurer will agree to continue coverage, and HOOPP to the extent permitted by that plan, if they pre-pay one hundred percent (100%) of the premium costs of the benefit coverage (i.e. both the Employer and employee portion of the premium costs) before commencing the leave. Post-dated

cheques will be provided to the Employer by the employee upon commencement of such leave.

14.09 Pre-Paid Leave

Effective the date of ratification, the Employer agrees to introduce a pre-paid leave program funded solely by the employee subject to the following terms and conditions:

- a) Available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Manager/Supervisor at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- c) No more than one (1) employee may be absent at any one time. The year, for purposes of the program, shall be September 1 of one year to August 31 the following year, or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Employer.
- d) The Manager/Supervisor will review written applications and will be given priority on the basis of leaves for formal studies related to the profession. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee, and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave in accordance with the payroll payment schedule.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained, but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the Disability Income Plan during the year of the leave.

- i) An employee may withdraw from the Plan any time during the deferral portion provided three (3) months' notice is given to the Manager/Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by Home and Community Care Support Services: Central East, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- k) Home and Community Care Support Services: Central East will endeavour to find a temporary replacement for the employee as far in advance as practicable. If a temporary replacement is not found, Home and Community Care Support Services: Central East shall authorize contracted service to facilitate the leave. If a suitable replacement is not found, the Employer may postpone the leave and as much notice as reasonably possible will be given to the employee.

The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to their within a reasonable period of time.

- l) The employee will be reinstated to their former position and job duties unless the position has been discontinued, in which case they shall be given a comparable job. If subject to layoff while on the pre-paid leave then the employee shall be entitled to all rights and privileges under Article 11 (Job Security), Layoff, Recall and Severance of the Collective Agreement.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the employee's pay. Such agreement will include:
 - i. a statement that the employee is entering the pre-paid leave program in accordance with Article 14.09 of the Collective Agreement.
 - ii. the period of salary deferral and the period for which the leave is requested.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 15 – VACATIONS AND PAID HOLIDAYS

15.01 Each employee shall be entitled to a vacation as follows:

Full-Time Employees

Full time employees shall be entitled to .77 days of paid vacation in respect of each bi-weekly period of employment.

Employees with eleven (11) years of uninterrupted employment shall receive .96 days of paid vacation in respect of each bi-weekly period of employment during the 12th and subsequent years.

After twenty (20) years of uninterrupted service, full-time employees shall be entitled to 1.15 days of vacation per bi-weekly period of employment.

After thirty (30) years of uninterrupted service, full-time employees shall be entitled to 1.34 days of vacation per bi-weekly period of employment.

Vacation entitlement will be calculated and shown on each bi-weekly pay advice slip. Employees shall not accumulate vacation leave credits in excess of thirty (30) working days at any time except under exceptional or unusual circumstances and approved by the Employer.

Part-Time Employees

Part-time employees shall receive vacation pay equivalent to a percentage of earnings as outlined below since the most recent payment or the commencement of employment. This payment shall be made upon request from the employee. Where such payment is not requested, the payment will be made in January for the previous year.

Total Hours	% Calculator	Time off Eligibility
17,556 hours or less	8% vacation pay	4 weeks entitlement
17,557 to 31,920	10% vacation pay	5 weeks entitlement
31,921 to 47,879	12% vacation pay	6 weeks entitlement
47,880 or more	14% vacation pay	7 weeks entitlement

Earnings mean money received from the Employer in respect of hours actually paid, but do not include vacation pay or percentage in lieu of benefits.

Unpaid vacation monies will be calculated and shown on each bi-weekly pay advice slip.

15.02 Each full-time employee who is absent in excess of twenty (20) working days without pay during any vacation year shall receive vacation pay equal to eight percent (8%) of gross earnings or ten (10) or twelve (12) percent if service qualifies. The vacation year, for purposes of this calculation, will be the calendar year.

15.03 Upon termination of employment an employee shall be paid their unpaid vacation entitlement.

15.04 Paid (Statutory) Holidays

No employee shall have their salary reduced by reason of observance of the following holidays:

New Years' Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Easter Monday	2 Floating Days

The floating holidays referred to above shall be scheduled with the approval of the appropriate Director or designate, and upon request, may be scheduled as half days.

- 15.05 When a holiday listed above falls on a day other than a working day, an alternate day off with pay will be established by the Employer in consultation with the Union. Any day proclaimed as a holiday by the Federal, Provincial or Municipal Government shall be recognized as a holiday. When a statutory holiday falls during an employee's vacation, an additional day with pay will be granted.
- 15.06 Part-Time employees shall be paid five point two percent (5.2%) of regular earnings (hourly rate times hours paid) in lieu of paid (Statutory) holiday pay.

ARTICLE 16 – SICK LEAVE

16.01 Full-Time Short Term Disability Plan

- a) A self-insured non-occupational Short Term Disability Plan is implemented by the Employer on behalf of all eligible full-time employees. This plan replaces the accumulating sick leave gratuity plan. Under the Short Term Disability Plan, disability benefits, as per the schedule outlined below commence on the first (1st) day of total disability due to illness or injury.
- b) Employees shall be given an annual entitlement (expressed in weeks) of one hundred percent (100%) coverage based on length of service, in accordance with the chart in paragraph (e). This entitlement will be renewed on the first (1st) working day of each calendar year if the employee works on that day.

Employees will not be entitled to a new allotment of one hundred percent (100%) weeks until they have returned to work on a full-time basis and are completely able to perform all material and substantial duties of their regular occupation.

- c) Benefits in respect of each illness or injury are payable for a period of up to seventeen (17) weeks. The employee's annual entitlement of one hundred percent (100%) weeks will be used first, and if this is exhausted, the balance of the absence up to a total of seventeen (17) weeks, will be paid at seventy-five percent (75%). The total one hundred percent (100%) weeks and seventy-five

percent (75%) weeks for each absence due to illness or injury shall not exceed seventeen (17) weeks.

d) If an employee is absent due to illness or injury, returns to work for less than ten (10) consecutive working days and is absent again due to the same illness or injury, it will be treated as the same illness or injury and subject to the seventeen (17) week limit in (c). If the employee returns to work for at least ten (10) consecutive working days on a full-time basis and is completely able to perform all material and substantial duties of their regular occupation and is subsequently absent due to the same illness or injury, they will be eligible for up to seventeen (17) weeks of coverage.

e) Annual Entitlement

Length of Service	100% of Salary	75% of Salary
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
9 years and over	17 weeks	0 weeks

16.02 Part-Time Employees

a) Accumulating Sick Leave Plan

Part-time employees shall be granted accumulating sick leave credits on the basis of one half (1/2) hour for every seven (7) hours worked. Sick leave credits can be used for absence due to illness or injury only in respect of days and shifts when the employee is actually (for the first (1st) day of absence) or regularly (for subsequent days of the same absence) scheduled to work and a deduction shall be made from accumulated sick leave credits for all days when sick leave is claimed and paid as defined herein.

When an employee has not been absent on sick leave or has used only a portion of their accumulated credits, the unused credits shall accrue for their future use up to a maximum of two hundred and ten (210) days.

Accrued sick leave will have no cash value on termination of employment for any reason.

b) Subject to 3.04 (a) an employee whose status changes from part-time to full-time in accordance with Article 3 shall not accumulate sick leave credits pursuant to this Article and shall be covered by Article 16.01. Placement on the Short Term Disability Plan annual entitlement grid 16.01 (e) will be determined by the number of hours worked at the time of transfer converted to a full-time equivalent (1 year = 1,750 hours). Such employees shall have their accumulated sick leave credits banked for use only when and if they transfer back to part-time status.

16.03 Eligibility: Short Term Disability (Full-Time) and Accumulating Sick Leave Plan (Part-Time)

The Short Term Disability and Accumulating Sick Leave Plans will not cover disabilities or claims resulting from:

- a) Any period of pregnancy/parental/adoptive leave. The pregnancy/parental/adoptive leave of absence for which benefits are not payable would be:
 - i) any period of formal pregnancy/parental/adoptive leave taken by an employee pursuant to Article 14.
 - ii) any period for which an employee is eligible or would have been eligible upon proper application to collect Employment Insurance pregnancy/parental/adoptive benefits.
- b) Any period of disability that commenced while an employee was not insured under the plan.
- c) Intentionally self-inflicted injuries.
- d) War or service in the Canadian Armed Forces.
- e) Work related illness or injury covered by Workplace Safety and Insurance Board (WSIB).

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from Workplace Safety and Insurance Board if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term sick portion of the disability income plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board.

If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan.

An employee who is appealing a WSIB decision may apply to the Employer on the same basis as outlined above.

- f) Any injury or sickness that is a result of working for an Employer other than the Home and Community Care Support Services: Central East, if such injury or sickness is covered by legislation respecting WSIB or the Canada Pension Plan.
- g) Personal leave of absence or education leave of absence entitlement will resume upon completion of the scheduled education or personal leave.
- h) An employee's vacation shall be rescheduled in the event of a certifiable illness or disability to the employee, prior to the commencement of vacation. If an employee is significantly incapacitated during their scheduled vacation, then the time they are incapacitated shall be treated as a medical leave of absence, subject to this Article, and their vacation time recredited with the approval of the Employer. Significantly incapacitated means the employee's scheduled vacation is interrupted due to serious illness verified by a medical practitioner ordering the employee to home rest and/or ongoing medical treatment.

16.04 Medical Eligibility Requirements

The Employer may:

- a) Require employees to provide the Employer with a certificate from a qualified medical practitioner regarding whether they are/were incapable of performing their duties ("a certificate") in respect of any absence where benefits are claimed under this Article. The certificate shall contain such information as the Employer may reasonably require. However, the Employer shall not require that the diagnosis be disclosed.
- b) If an employee fails to comply with (a), above, the employee's absence shall be deemed to be absent without pay.
- c) The Employer may, upon reasonable grounds, require any employee who has claimed benefits under this Article to be examined by a qualified medical practitioner selected by the Employer. At the instance of either party, an Arbitrator may be appointed under Article 9 of the Labour Relations Act, prior to an examination to determine whether reasonable grounds exist regarding an examination.

- d) The Employer shall, on submission of a receipt, reimburse employees for the reasonable cost of obtaining a certificate under paragraph (a) and pay for an examination required under paragraph (c).
- e) In cases of illness of more than five (5) consecutive working days, the employee may be required to submit a medical certificate, once a month, at the Employer's expense as set out in paragraph 16.04 (d).
- f) An employee may choose to have Union representation at any meeting relating to the employee's return to work from illness or injury, provided this does not unreasonably delay any meeting and/or the employee's return to work from illness or injury.

ARTICLE 17 – BENEFIT PROGRAMS

17.01 The Employer's sole obligation for health and welfare benefits shall be to pay its share of the billed premium costs for all participating eligible employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements.

It is understood that the Employer may at any time substitute another carrier for any Insurance Plan, provided the package of benefits conferred thereby are not in the overall decreased.

The Employer shall provide each participating employee a booklet outlining the details of the benefits set out above. Upon request, the Employer will provide the Union with a copy of a comprehensive description of the benefits provided to the employees.

The Employer will pay one hundred percent (100%) of the premium costs (except as otherwise stated) for the following benefits in respect of all full-time employees, subject to the waiting periods and other conditions described in the insurance contracts and in this Article:

- a) HOOPP
 - (i) The Pension Plan is the Healthcare of Ontario Pension Plan (HOOPP). Enrolment, participation and the contributions by employees and the Employer will be in accordance with the terms and conditions of that Plan. A part-time employee may be given the option of joining the Healthcare of Ontario Pension Plan (HOOPP) after the applicable requirements have been met.
 - (ii) The Employer and the Union agree that the terms of the Memorandum of Agreement dated July 16th, 1997 referencing the change from OMERS to HOOPP (and attached as Appendix "C") shall form part of this collective agreement.

b) Extended Health Care Plan

Enrolment shall be immediately upon commencement of employment if requested by the employee. The employee's share of any Employment Insurance premium reduction will be credited to the Employer to be applied towards the cost of this coverage.

The Employer will provide the following benefit program:

Please refer to the Manulife OPSEU Benefit Booklet for full coverage details

<u>Life Insurance</u>	
Amount	2 x annual earnings
Max	\$200,000
Premium Taxable	100% Employer
Termination	70 or retirement
<u>Basic AD&D</u>	
Amount	2 x annual earnings
Max	\$200,000
Premium Taxable	100% Employer
Termination	70 or retirement
<u>Optional Life Insurance</u>	
Unit Size	\$10,000
Max	\$500,000
Proof of Good Health	Required
Premium	100% Employee
Termination	65 or retirement
<u>Critical Illness</u>	
If you are diagnosed with a critical illness while covered for this benefit, Manulife Financial will pay \$2,000 provided you complete the survival period of 30 days. You do not have to be in receipt of Long Term Disability Benefit payments in order to be eligible for a Critical Illness benefit.	\$2,000 Payment will be made for only one critical illness for each Employee. Upon payment of this benefit for one critical illness, coverage under this benefit will terminate.

<u>Extended Health Care</u>	
Overall Deductible	None
Premium	100% Employer
Reimbursement	100%
Termination	70 or retirement
<u>Hospital Accommodation</u>	Ward
<u>Drugs & Medicines</u>	
Drug Dispensing Fee	None
Smoking Cessation Aids	No
Injectable medications including non-prescription vitamins (charges made by a practitioner or physician to administer injectable medications are not covered)	Yes
Oral Contraceptives	Yes
Fertility Drugs	No
Intrauterine devices and diaphragms	No
Standard syringes, needles and diagnostic aids, required for the treatment of diabetes	Yes
<u>Hearing Aids</u>	
Cost, installation, repair and maintenance of hearing aids (excluding charges for replacement batteries and hearing tests)	\$500 per 5 calendar years
<u>Vision Care</u>	
Eyeglasses or elective contact lenses (excluding safety glasses), as well as repairs,	\$250/24 months

Eye exam	One in any calendar year for dependent children and one in any 24 consecutive months for any other person
If contact lenses or glasses are required to treat a severe condition or if vision in the better eye can be improved to a 20/40 level with contact lenses or glasses	\$250 in any 24 consecutive months
<u>Private Duty Nursing</u>	
Registered Nurse and Registered Nursing Assistant (or equivalent designation)	\$25,000 per calendar year (pre-determination of benefits required)
<u>Practitioner Services</u>	
Physiotherapist	Unlimited
Psychologist/Marriage and Family Therapist/Social Work	\$300 per covered person per calendar year combined
Massage Therapist	20 visits per covered person per calendar year
Speech Therapist	\$300 per covered person per calendar year
Speech Aids	No
Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath	\$300 each paramedical per covered person per calendar year
x-rays	Yes
<u>Prosthetic Appliances</u>	
Braces (other than foot braces), trusses, collars, leg orthosis , casts and splints	Yes
Surgical stockings	\$50 per calendar year
External prostheses	Yes
External breast prostheses	\$200 per calendar year
Stump socks	Yes

Wigs and hairpieces for patients with temporary hair loss as a result of medical treatment	\$500 per lifetime
Intra-ocular lens implants, contact lenses or cataract eyeglasses as a substitute for a covered person's natural lens/lenses following cataract surgery or when the person lacks an organic lens	Limited to one pair per lifetime
Casted, custom-made orthotics (recommendation of either a physician or a podiatrist/chiropodist is recommended)	\$150 per calendar year
Modifications and adjustments to stock-item orthopedic shoes or regular footwear, when recommended by a physician or podiatrist/chiropodist	Maximum of 1 pair per calendar year combined with custom made orthopedic shoes
Custom-made shoes which are required because of a medical abnormality that based on medical evidence, cannot be accommodated in a stock-item orthopedic shoe or modified stock-item orthopedic shoe,	1 pair per calendar year combined with modifications and adjustments to stock-item orthopedic shoes (must be constructed by a certified orthopedic footwear specialist)
Medical Equipment	Yes
<u>Travel</u>	
Benefit Maximum	\$1,000,000 per trip
Trip Duration	60 days per trip
Termination	65 or retirement
<u>Dental</u>	
<u>Max</u>	
Basic Services, Supplementary Basic Services, Dentures, Major Restorative Services	Combined \$2500 per person per calendar year for (Level I, Level II, Level III and Level IV)
Orthodontics	\$1750 per lifetime – (Level V) for dependent children only, provided treatment commences prior to reaching age 18

Premium	80% Employer 20% Employee
Deductible	None
Termination	70 or retirement
Fee Guide	Current less 1 year ODA Fee Guide for General Practitioners
<u>Reimbursement</u>	
Basic Services - Level 1	100%
Complete Oral Exam	Once per 36 months
Full mouth x-rays	Once per 36 months
Panoramic x-rays	Once per 36 months
One unit light scaling and one unit polishing	Once every 6 months
Recall exams, bitewing x-rays and fluoride treatment	Once every 6 months
Oral hygiene instruction	Once every 6 months
Pit and Fissure sealants	Yes
Fillings and retentive pins	Yes
Space maintainers	Yes
Minor surgical procedures and post-surgical care	Yes
Extractions (including impacted and residual roots)	Yes
Consultation, anesthesia and conscious sedation	Yes
Pre-fabricated full coverage restorations (metal and plastic)	Yes
Denture repairs, relining and rebasing (only if expense is incurred later than 3 months after the date of the initial placement of the denture)	Yes
<u>Supplementary Basic Services – Level II</u>	100%
Periodontal treatment	Yes

Endodontic treatment	Yes
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<u>Dentures – Level III</u>	50%
Initial provision of full or partial removable dentures	Yes
Replacement of removable dentures	Yes- see booklet for provisions
<u>Major Restorative Services- Level IV</u>	50%
Crowns	Once per tooth per 5 calendar years
Onlays and Inlays	Yes
Implants, or any services rendered in conjunction with implants	Yes

(c) Group Insurance

(i) Life Insurance

Two (2) times annual earnings to a maximum of two hundred thousand dollars (\$200,000.00).

(ii) Accidental Death and Dismemberment

Two (2) times annual earnings to a maximum of two hundred thousand dollars (\$200,000.00).

(iii) Long Term Disability

Seventy-five percent (75%) of earnings to a maximum of five thousand dollars (\$5,000.00) per month.

(iv) The Employer shall make available optional Life Insurance coverage, in ten thousand dollar (\$10,000.00) increments at a preferred rate.

The cost of such optional coverage shall be borne by the employee.

(v) Earnings for the purposes of this sub-paragraph only are to be interpreted in accordance with the definition as set out by the Master Benefits Policy purchased by the Employer pursuant to this subparagraph.

(d) Dental Plan

The services covered are listed in Appendix "B", eighty percent (80%) of premium paid by the Employer, twenty percent (20%) paid by the employee. The applicable fee schedule will be current minus one year ODA fee schedule.

Effective April 1, 2013, the Dental Plan will provide the same Orthodontic and Major Restorative coverage provided in the ONA Central East Collective Agreement.

17.02 Malpractice Insurance

The Employer will continue to pay the premiums in respect of malpractice insurance to protect all employees covered by this Collective Agreement concerning actions brought against the employee in respect of the performance of their assigned duties.

17.03 Part-time and temporary employees shall be paid five percent (5%) of their hourly rate x (times) hours paid in lieu of the benefits referred to in this Article. The employee's share of any Employment Insurance premium reduction will be credited to the Employer to be applied towards the cost of this coverage.

17.04 Subject to approval by the Employer's carrier, employees between the ages of 55 and 65 who elect to retire early will be permitted to continue to participate in the Employer's Extended Health and Dental Care Plans provided such early retirees were enrolled in such plans while employed and provided that the early retiree agrees to pay quarterly the full amount (100%) of the premium for such benefits. The early retiree will be required to elect to take advantage of this option within thirty (30) days of their date of early retirement. The premiums will be prepaid quarterly by the early retiree.

17.05 Subject to approval by the Employer's carrier, part-time employees will be permitted to participate in the Employer's Extended Health and Dental Care Plans provided the part-time employees agree to pay quarterly the full amount (100%) of the premium for such benefits. The premiums will be prepaid quarterly by the part-time employee.

ARTICLE 18 – TRANSPORTATION REIMBURSEMENT

18.01

a) For each day an employee is required to use their personal vehicle in the performance of their duties for Home and Community Care Support Services: Central East (excluding driving to and from work), they shall be reimbursed at the rate of fifty-three cents (.53) per kilometre. Further, the employer agrees to prospectively increase the rate per kilometre to match any increase agreed to in future with the ONA bargaining unit as per Home and Community Care Support Services: Central East policy, whichever is greater.

b) The Employer will reimburse employees in respect of obtaining insurance for use of personal vehicles in the performance of duties for the Home and Community Care Support Services: Central East ("business insurance") to an annual maximum of three hundred dollars (\$300.00)

- c) When calculating distance where a trip begins at home, the distance charged will be the lesser of from home or office to the designated location.

18.02 An employee who leaves the employment of the Employer shall reimburse the Employer for the portion of their business insurance which is refundable to their by their Insurance carrier.

18.03 Where in the course of an employee's work they are required to pay for parking, the employer shall reimburse the employee for the full cost of the parking.

ARTICLE 19 – CELL PHONES

19.01 Employees who are normally required to conduct out-of-office business for the Employer such as home visits shall be compensated for their business use of personal cellular phones. Employees who provide yearly proof of activation of a cellular phone shall be entitled to an allowance of four hundred and twenty dollars (\$420.00) per year paid at a rate of thirty-five dollars (\$35.00) per month.

Effective April 1, 2021 increase cell phone allowance an additional \$10/month.

Effective April 1, 2022 – increase cell phone allowance an additional \$10/month.

ARTICLE 20 – CREDIT FOR RELEVANT EXPERIENCE, RATES OF PAY AND CLASSIFICATIONS

20.01 The Employer will recognize relevant experience on the basis of one (1) year's increment on the salary grid for each year of relevant experience. The claim for recognition of relevant experience shall be made by the employee prior to the end of their probationary period.

20.02 The maximum credit available is one (1) increment less than the maximum amount of increments on the applicable salary grid.

20.03 Rates and Classifications

Rates of pay and classifications are set forth in Appendix "A" and remain in effect for the duration of this Collective Agreement. Each part-time employee will be advanced from their present level to the next incremental level set out in Appendix "A" of this agreement after working fifteen hundred and ninety-six (1596) hours since their last "Service Review Date". This clause shall not mean that an employee will be granted more than one (1) salary increment within a twelve (12) month period.

20.04 New Positions and Reclassifications

Whenever a new position is created or a current position is reclassified, the Employer will inform the Union in advance of the nature of this position and the proposed rates of

pay. If requested, the Employer agrees to meet with the Union to discuss the proposed rates of pay.

20.05 Should the employer require an employee to obtain a police check as a new employee the cost shall be borne by the Employer.

ARTICLE 21 – JOB SHARING

21.01 The Employer will entertain requests to implement Job Sharing arrangements. When requests are received and can be accommodated, the Union and the Employer will meet to negotiate the terms of the Job Sharing arrangement before implementation.

The parties agree that if one employee in a job share arrangement leaves, the remaining employee will return to the position they held prior to the job share.

ARTICLE 22 – PERSONNEL FILES

22.01 Performance appraisals (periodic assessments of an employee's performance) shall contain a section for the employee's comments, and a copy shall be given to the employee. The employee shall sign the appraisal to acknowledge receipt. Each employee shall have reasonable access to their personnel file in the presence of their Director or designate. No performance appraisal or letter of reprimand or suspension may be relied on by the Employer if it has not been brought to the employee's attention in a timely manner.

22.02 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt of such letter or suspension provided that such employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 23 – PANDEMIC PLANNING

In the event there are reasonable indications of the emergence of a pandemic, any employee working at more than one health care facility will, upon the request of the Employer, provide information of such employment to the Employer. No consequence will flow from such disclosure, other than as strictly necessary to prevent the spread of infection.

ARTICLE 24 – INFLUENZA VACCINE

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

- a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine.

- c) Employers recognize that employees have the right to refuse any required vaccination.
- d) If an employee refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any influenza outbreak in their workplace until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave they can use banked lieu time or vacation credits in order to keep their whole pay.
- e) If an employee refuses to take the vaccine because it is medically contraindicated and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that such reassignment will not adversely impact the scheduled hours of other employees.
- f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- g) Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to an employee free of charge.
- h) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 25 – DURATION

25.01 This Collective Agreement shall continue in effect until March 31, 2023 and shall be automatically renewed from year to year thereafter, unless either party gives the other party notice to bargain in writing within the period of ninety (90) days before the Collective Agreement ceases to operate. Where such notice is given, the parties shall meet and bargain in accordance with the Labour Relations Act.

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

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DocuSigned by:

Leslie Sanders

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For the Employer

DocuSigned by:

Lisa Tweedy

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APPENDIX “A” - Salary Schedule

Physiotherapist	Nutritionist
Occupational Therapist	Dietician
Behavioural Therapist	Speech Language Pathologist
Social Worker	

Effective Date		1-Apr-20	1-Apr-21	1-Apr-22
Start	Hourly	\$36.36000	\$36.72360	\$37.09084
	Yearly	\$66,175.20	\$66,836.95	\$67,505.32
Year 1	Hourly	\$38.06690	\$38.44757	\$38.83204
	Yearly	\$69,281.76	\$69974.58	\$70,674.32
Year 2	Hourly	\$39.56170	\$39.95732	\$40.35689
	Yearly	\$72,002.29	\$72,722.32	\$73,449.54
Year 3	Hourly	\$41.62210	\$42.03832	\$42.45870
	Yearly	\$75,752.22	\$76,509.74	\$77,274.84
Year 4	Hourly	\$43.60170	\$44.03772	\$44.47809
	Yearly	\$79,355.09	\$80,148.64	\$80,950.13
Year 5	Hourly	\$45.73280	\$46.19013	\$46.65203
	Yearly	\$83,233.70	\$84,066.03	\$84,906.69
Year 6	Hourly	\$47.85380	\$48.33234	\$48.81566
	Yearly	\$87,093.92	\$87,964.86	\$88,844.50

Therapy Assistant

<u>Effective Date</u>		<u>1-Apr-20</u>	<u>1-Apr-21</u>	<u>1-Apr-22</u>
Start	Hourly	\$26.15799	\$26.41957	\$26.68377
	Yearly	\$47,607.54	\$48,083.62	\$48,564.45
Year 1	Hourly	\$26.64683	\$26.91330	\$27.18243
	Yearly	\$48,497.23	\$48,982.20	\$49,472.02
Year 2	Hourly	\$27.14880	\$27.42029	\$27.69449
	Yearly	\$49,410.82	\$49,904.92	\$50,403.97
Year 3	Hourly	\$27.65077	\$27.92728	\$28.20655
	Yearly	\$50,324.40	\$50,827.65	\$51,335.92
Year 4	Hourly	\$28.16587	\$28.44753	\$28.73200
	Yearly	\$51,261.88	\$51,774.50	\$52,292.25
Year 5	Hourly	\$28.69208	\$28.97900	\$29.26879
	Yearly	\$52,219.59	\$52,741.78	\$53,269.20
Year 6	Hourly	\$29.23344	\$29.52577	\$29.82103
	Yearly	\$53,204.86	\$53,736.91	\$54,274.28

APPENDIX "B" – Dental Services

Services covered:

Oral Examinations

Fillings

Cleaning and Scaling

Dental Surgery

Application of Fluoride

Anaesthesia

X-rays

Medication

Consultations

Extractions

Endodontic Treatment

Stainless Steel Crowns

Denture Repairs, Relining

Periodontia Treatment

And Rebasing

Pit & Fissure Sealant

Oral Hygiene Instruction

Space Maintainers

Effective April 1, 2013, the Dental Plan will provide the same Orthodontic and Major Restorative coverage currently provided in the ONA Central East collective agreement.

APPENDIX "C" – MEMORANDUM OF AGREEMENT – re: Pensions

ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO merged with OPSEU effective November 1, 1999

JUL-16-97 15:45 AAHPO KINGSTON

TEL: 613-546-3198

P:02

MEMORANDUM OF AGREEMENT

Between

PETERBOROUGH COMMUNITY ACCESS CENTRE

And

ASSOCIATION OF ALLIED HEALTH PROFESSIONALS: ONTARIO

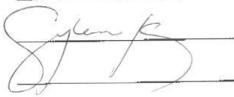
Re: Association Pension Grievances Dated April 3, 1997

The parties agree as follows:

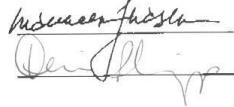
- 1) The Association and its members reserve the right to grieve any future loss of pension benefits arising from differences between the OMERS and HOOPP pension plans.
- 2) The Association reserves the right of its members to be re-enrolled in OMERS if the Ontario government determines that CCACs are included as eligible OMERS employers.
- 3) The Association reserves the right to grieve any liability for penalties, costs, or loss of pension benefits associated with transferring the Association's members back from HOOPP to OMERS, as referenced in #2 above.
- 4) The Association agrees to put its pension grievances dated April 3, 1997, in abeyance until the issue of OMERS eligibility for CCACs has been finally determined.
- 5) The Access Centre agrees to enroll the Association's eligible members in HOOPP effective April 1, 1997. The Access Centre will utilize the pension contributions currently in escrow as HOOPP contributions for April 1997 and May 1997.
- 6) This agreement is made without prejudice or precedent to any other matter.

SIGNED THIS 16th DAY OF JULY, 1997, AT Peterborough, ONTARIO.

FOR THE ACCESS CENTRE:



FOR THE ASSOCIATION:



APPENDIX "D": Re: Divestment Initiative

MEMORANDUM OF SETTLEMENT

Re: Divestment Initiative

The parties acknowledge that the Employer has made representations with respect to its intention to divest the services performed by the Bargaining Unit Employees to a third party service provider ("Provider") during the term of this Collective Agreement (the "Divestment"). The Union and the Employer agree that the Divestment shall constitute a "sale" of part of a "business" within the meaning of the Ontario Labour Relations Act and that the Divestment should be governed by Section 69 of the Act. The Employer agrees that a contract that it enters into with the Provider regarding the Divestment shall contain a clause that obligates the Provider to assume the role of the successor Employer of the employees then in the bargaining unit and to be bound by all rights, duties and obligations of the Employer under the Collective Agreement, including any existing obligations the Employer may have under the Collective Agreement regarding benefits, severance pay, notice of termination or pay in lieu thereof, in accordance with Section 69 of the Act. The Employer also agrees to request that the Provider become a member of HOOPP, if the Provider is not already a member, prior to the effective date of the Divestment.

The contract by which the work is taken over by the new Employer will be for a term of three years effective the date of the sale of business. The contract will provide for volume protection based on the individual annual volumes of each staff member as of the fiscal year of April 1, 2008 to March 31, 2009. The volume to be transferred to the new Employer will be based on those staff employed at the time of the sale of business. The volume protection shall be based on 90% in the first year; 80% in the second year; and 70% in the third year.

The Employer agrees that as a term of condition of the sale of business that OPSEU will remain the bargaining agent for the staff covered by the Collective Agreement for a term of three years effective the date of the sale of business.

This memorandum of settlement supercedes any prior agreements between the parties or their predecessors and/or any prior representations made by either the parties or their respective predecessors regarding the subject matter herein.

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

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DocuSigned by:

Leslie Sanders

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For the Employer

DocuSigned by:

Lisa Yeevey

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APPENDIX "E" - Out Of Area Social Work Services

LETTER OF UNDERSTANDING

BETWEEN

Home and Community Care Support Services: Central East

-and-

OPSEU LOCAL 315

The parties agree to extend the area of service for in-house Social Workers only, to cover clients that are under the Port Hope and Campbellford offices. This extension may be cancelled by either party with 90 days written notice. It is understood that this out of area service will be provided on therapist capacity, giving priority to clients in Peterborough County first and foremost.

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

8AC455A5585F4DD...

DocuSigned by:

Leslie Sanders

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For the Employer

DocuSigned by:

Lisa Tweedy

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APPENDIX "F" – Job Sharing
LETTER OF UNDERSTANDING
BETWEEN
Home and Community Care Support Services: Central East
-and-
OPSEU LOCAL 315

1. Where two employees wish to share the hours of a full-time employee, such arrangement will be discussed with the employee's manager and Union and, if agreed, the scheduling of the hours shared will be agreed by the employees and the manager.
2. Seniority, personal fit and operational needs will be taken into consideration when considering such arrangements.
3. Such arrangement will be cost neutral to the Employer.
4. Employees in such arrangements will be deemed to be part-time employees.
5. Such requests will not be unreasonably denied and provided operational needs can be achieved.
6. The parties to a specific arrangement may discontinue the arrangement with sixty (60) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days or a mutually agreeable time in order to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
7. The parties may discontinue this letter of understanding and the arrangements set up within this letter with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days or a mutually agreeable time in order to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

8AC455A5585F4DD...

DocuSigned by:

Leslie Sanders

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For the Employer

DocuSigned by:

Lisa Yewell

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APPENDIX "G" Regarding Workload Concerns & Remedy Process

LETTER OF UNDERSTANDING

BETWEEN

Home and Community Care Support Services: Central East

-and-

OPSEU LOCAL 315

The Parties agree, on a trial basis, during the life of this Agreement, to participate in a joint process as set out below. It is agreed by the Parties that this matter is not grievable, however, it does not replace the employees'/Union's right to file a complaint under the OHSA and/or respective regulatory bodies should they choose.

Process

Concerns related to workload issues which have a direct impact on patient care and safety should be discussed with the employee(s) Manager/Supervisor. The employee(s) and the Manager/Supervisor agree to discuss and work towards a mutual resolution. If the matter remains unresolved, it will be referred to the next Home and Community Care Support Services: Central East Employer/Employee Relations Committee as a formal agenda item. Both parties will agree to be proactive in finding solutions to resolve the issues.

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

8AC455A5585F4DD...

For the Employer

DocuSigned by:

Lisa Tweedy

78165744D09E45F...

DocuSigned by:

Leslie Sanders

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APPENDIX "H" Layoffs

LETTER OF UNDERSTANDING BETWEEN

Home and Community Care Support Services: Central East
-and-
OPSEU LOCAL 315

The parties agree that where the Employer determines that they must pursue long term and/or permanent layoffs, the Employer will give serious consideration to providing early retirement and voluntary exit options to minimize the impact of the layoffs.

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

8AC455A5585F4DD...

DocuSigned by:

Leslie Sanders

18C4FD1873FC4EB...

For the Employer

DocuSigned by:

Lisa Tweedy

78165744D09E45F...

Appendix "I" Disclosure Directive(s)

LETTER OF UNDERSTANDING BETWEEN Home and Community Care Support Services: Central East -and- OPSEU LOCAL 315

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

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

8AC455A5585F4DD...

DocuSigned by:

Leslie Sanders

18C4FD1873FC4EB...

For the Employer

DocuSigned by:

Lisa Tweedy

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Appendix “J” Pandemic and Emergency Order Related

LETTER OF UNDERSTANDING

BETWEEN

Home and Community Care Support Services: Central East

-and-

OPSEU LOCAL 315

Should the provincial or federal government declare a pandemic or issue an emergency order the parties agree to immediately schedule a meeting of the Joint Health and Safety Committee within (3) three days of the declared emergency. The JHSC shall review the applicable policies, procedures, or plans related to the pandemic or emergency order.

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

8AC455A5585F4DD...

DocuSigned by:

Leslie Sanders

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For the Employer

DocuSigned by:

Lisa Tweedy

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Appendix "K" Wage Re-Opener on Monetary Proposals

LETTER OF UNDERSTANDING

BETWEEN

Home and Community Care Support Services: Central East

-and-

OPSEU LOCAL 315

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

Year 1 – 1% GWI All employees, retroactivity

Year 2 – 1% GWI All employees, retroactivity if applicable

Year 3 – 1% GWI All employees

Retroactivity within 60 days after ratification.

Signed this 13 day of July, 2021

For the union

DocuSigned by:

Jill Edwards

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DocuSigned by:

Leslie Sanders

18C4FD1873FC4EB...

For the Employer

DocuSigned by:

Lisa Gwedyk

78165744D09E45F...