

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union / Syndicat  
des employés de la fonction publique de l'Ontario  
on behalf of its Local 4101**

**and**

**The Champlain Local Health Integration Network  
carrying on business as "Home and Community Care  
Support Services: Champlain"**

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**DURATION: January 1, 2024 to December 31, 2025**



**HOME AND COMMUNITY CARE  
SUPPORT SERVICES  
Champlain**

Sector 17  
4-4101-10211-20251231-17

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## **PURPOSE**

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 1 - RECOGNITION**

- 1.01 The Employer recognizes the Ontario Public Service Employees Union as the exclusive bargaining agent for all professional Employees of Home and Community Care Support Services: Champlain (e.g. care coordinators, placement coordinators, paramedical Employees and other comparable professionals) save and except those above the rank of supervisors and those excluded pursuant to s. 1(3) of the Labour Relations Act.
- 1.02 A member of the bargaining unit shall not lose their job or have their employment terminated by reasons of having work normally performed by bargaining unit Employees being done by non-bargaining unit personnel.
- 1.03 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.
- 1.04 Employees of the Employer not covered by the terms of this Agreement will not perform duties normally assigned to those Employees who are covered by this Agreement if such assignment results in the layoff or reduction in hours of any bargaining unit employees.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 A Full-time Employee means a permanent Employee who is regularly scheduled to work seventy (70) hours in a two week pay period.
- 2.02 A Part-time Employee means a permanent Employee who is regularly scheduled to work fifty-six (56) hours or less in a two week pay period.
- 2.03 A Casual Employee means an Employee employed to fulfill the Employer's requirement for relief workers. A Casual Employee does not

have any set hours of work and may be called to work as and where required.

2.04 A temporary Employee means an employee who works either full-time or part-time for a specific term or task not to exceed twelve (12) months, or who works as a replacement for an Employee on leave of absence, up to twenty-four (24) months.

A specific term or task may not be extended beyond twelve (12) months or renewed except by mutual agreement in writing between the Parties.

It is understood that a permanent employee will maintain their status and entitlement while in a temporary position.

2.05 A float Employee is one who has guaranteed hours of work, an assigned office, and is not on a pre-determined schedule. Float Employees may be called to work in any office as per their assignment.

2.06 A "spouse" includes a spouse of the same sex and dependents include dependents of the same sex spouse.

2.07 In this collective agreement, day shall mean a calendar day, save and except where specifically described otherwise.

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

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

2.10 Payroll Year

The payroll year is the period commencing on the first (1st) day of the first (1st) payroll period which the Employee is paid in a calendar year and ending on the last day of the last bi-weekly payroll period in a calendar year.

### **ARTICLE 3 - MANAGEMENT RIGHTS/RESPONSIBILITIES**

3.01 The Union acknowledges that it is the exclusive function of management to supervise, direct and control the Employer's operations subject to the terms of this Agreement, and without limiting the generality of the foregoing, such function shall be deemed to include the right to:

- (a) maintain order and efficiency; and
- (b) determine schedules, shifts, hours, the contents of jobs, job requirements, and classifications, and to assign work to Employees on a fair and equitable basis; and
- (c) determine the place, means, methods, processes and schedules of production, numbers of Employees, the location, extension, limitation, curtailment or cessation of operations or any part thereof, the services to be rendered and whether to perform a contract for goods and services; and
- (d) hire, classify, promote, demote, lay-off, recall or transfer Employees; and
- (e) suspend, discipline, or discharge Employees for just cause provided that a claim by an Employee who has acquired seniority that they have been discharged, disciplined or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided; and
- (f) make rules and regulations regarding the conduct of Employees, provided however that any dispute as to the reasonableness of such rules and regulations, or any dispute involving claims of discrimination against any Employee in the application of such rules and regulations, shall be subject to the grievance and arbitration procedures provided for herein. The Union shall be notified in advance of the implementation of such rules and regulations.

## **ARTICLE 4 - UNION SECURITY**

### **4.01 Deduction of Dues**

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.

- 4.02 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.
- 4.03 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.
- 4.04 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.

The Union agrees that it shall not utilize the Employer's email 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/SEFPO Staff Representative/Local Executive officers. Such consent shall not be unreasonably withheld.

4.05 Meeting with New Employees

All new Employees will have the opportunity, within one month of date of hire, to meet with a representative of the Union for a period of up to thirty (30) minutes, without loss of regular earnings.

The purpose of such meeting will be to acquaint the Employee(s) with the representative of the Union and to review pertinent provisions of the collective agreement.

**4.06 Copies of Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. The Employer shall provide an electronic copy, compliant with *Accessibility of Ontarians Disability Act, 2017*, of the Collective Agreement to all employees. The Employer shall advise the employees that they can obtain a printed copy upon request. The parties shall share equally the cost of printing and distributing copies of this Agreement. Where required the parties shall co-operate in making the agreement accessible to Employees in alternative formats or languages.

**4.07 Bulletin Board**

The Employer agrees to make available to the Union for the purpose of permitting the bargaining unit to post information on Union activity in an equitably accessible location, one (1) bulletin board in each office or worksite as listed below:

Pembroke	Renfrew
Cornwall	Hawkesbury
Winchester	Bells Corners
Smiths Falls	Labelle

The Union may e-mail bulletin board information to the Employer, who will send it to Employees without access to a bulletin board. It is understood that the bulletin board includes the electronic intranet.

Material which does not meet the approval of the Employer may be subject to removal. In such case the Employer shall notify the appropriate Union representative of its actions.

**ARTICLE 5 - RELATIONSHIP**

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 representatives 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, 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 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*.

## **ARTICLE 6 - NO STRIKE/NO LOCK-OUT**

6.01 There shall be no strikes or lock-outs 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 – REPRESENTATION AND COMMITTEES**

### **7.01 Union Representatives**

The Employer agrees to recognize up to twenty-one (21) 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 the 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.

Subject to the operational requirements of the Employer, no steward or union executive shall leave their work to perform their function without

the prior consent of their manager. Such permission shall not be unreasonably withheld.

7.02 Local Negotiating Committee

- (a) A Negotiating committee of up to six (6) 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.

7.03 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 the 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.

7.04 Grievance Committee

A Grievance Committee consisting of the OPSEU/SEFPO Steward and the Chief Steward or designate of the Local shall meet with the appropriate Employer representative(s), at such times as may be deemed necessary for the purpose of settling grievances arising out of the terms of this agreement

7.05 Union/Management Committee

The Employer and Union shall each nominate up to three (3) representatives, plus the local President and the Human Resources Representative or designate who shall be members of the Committee. It

is agreed that a resource person may be asked by either party to attend the meetings.

The Committee will meet at least quarterly or as required. Both parties agree to alternate co-chairing of the meetings and provide a recorder for the minutes. The agenda for the meeting will be distributed at least five (5) days prior to the meetings.

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 and posted on the intranet within thirty (30) days of the meeting.

The Committee will provide a forum of ongoing communication and joint consideration of various concerns which arise in the day-to-day activities of the Employees represented by the Union. Time spent in meetings with the Employer shall be paid at straight time for those hours that the Employee otherwise would be scheduled to work.

#### 7.06 Health and Safety Committee

- (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 and safety throughout the organization and the Employer further agrees to continue to make 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 Occupational Health and Safety Committee (JOHSC), which may include branch committees, as required by legislation.
- (c) The JOHSC 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 JOHSC 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. Minutes will be maintained of all meetings and posted on

the Joint Occupational Health and Safety Committee bulletin boards or the Intranet.

- (e) Any representative 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 JOHSC during their scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (f) The Union and Management agree to endeavor to obtain the full co-operation of all Employees in the observation of all safety rules and practices.
- (g) 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 JOHSC.
- (h) 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)].
- (i) 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.

Each staff member is responsible for reporting unsafe or unhealthy working conditions that create a risk for injury or illness to Employees.

7.07 An authorized OPSEU/SEFPO Staff Representative shall be entitled to participate in all meetings of the Committees referenced in Article 7.02 Local Negotiating Committee, 7.04 Grievance Committee, and 7.05 Union/Management Committee.

7.08 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 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.

7.09 Duty Assignment

The Employer will pay Employees, with no loss of service or seniority, serving on the above committees their respective regular hourly rates of pay for all time lost during regular working hours for meetings held with the Employer on committee related matters or for the processing of grievances provided such has received prior approval of the Employer. Travel time and mileage will be covered for Employees participating in the committees when the meeting is held away from their normal work location.

7.10 Return to Work

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. The Employer shall notify the Employee of this right at the scheduling of the formal meeting.

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

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

8.02 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 or a designate 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 or designate'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.

8.03 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/SEFPO Union Steward, an OPSEU/SEFPO 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.

8.04 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.

8.05 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.

8.06 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 8.08.

8.07 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.

8.08 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.

8.09 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.

8.10 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.

8.11 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.

8.12 Fees

Each of the parties to this Agreement will pay the fees and disbursements of its nominee to the Arbitration Board, and will share equally the fees and disbursements of the Chair, or sole arbitrator, as applicable.

8.13 Mediation

(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 the (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 Mediation, if any.

## **ARTICLE 9 - DISCIPLINE, DISCHARGE, OR SUSPENSION**

9.01 If any letter of reprimand, suspension or other sanction is to be placed on the Employee's record, the Employer shall give written particulars of such letter to the Employee with a copy sent to the Union.

9.02 Disciplinary Action

Disciplinary action that results in the suspension or discharge of an Employee shall be confirmed to the Employee concerned by the giving of written particulars of such action, with a copy thereof being sent to the Union.

Except in emergency circumstances, an Employee who is to be released, terminated, disciplined, suspended or discharged has the right to have a Union representative present at any meeting convened by the Employer for that purpose. The Employer shall notify the Employee of this right before the start of the formal meeting in cases of release, termination, suspension or discharge. The Union shall be notified in advance, with consideration of as much notice as possible, of any formal meeting with an Employee under this clause.

## **ARTICLE 10 - PERSONNEL FILE**

10.01 Access to Personnel File

Each Employee shall have reasonable access to their personnel file for the purpose of reviewing its contents, in the presence of a representative from Human Resources. An Employee has the right to request copies of any evaluations, letters of counseling or formal disciplinary notations in this file. With the written consent of the Employee, a Union representative or Union Steward shall also have the right of access to an Employee's personnel file.

10.02 Responding to Material in Personnel File

Each Employee has the right to respond in writing to any document contained in the Employee's personnel file. Any such reply shall be filed in the Employee's personnel file.

#### 10.03 Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an Employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such Employee's record has been discipline free during that eighteen (18) months.

#### 10.04 Performance Evaluation

The Employer shall develop a standard performance evaluation tool and provide a copy to the Union.

- a) Employees will be integrated into the Performance Management Program upon hiring.
- b) Employees transferring from one position to another within Home and Community Care Support Services: Champlain will have their performance evaluated upon departure from the one position to the other.
- c) An Employee shall acknowledge receipt of such evaluations by affixing their signature to the original and the date thereof. Each Employee has the right to respond to the evaluation and such response shall be filed with the performance evaluation in the personnel file.

### **ARTICLE 11 - SENIORITY**

#### 11.01 Probation

- a) A new full-time Employee shall be on probation for a period of 130 days worked and for all other Employees (part-time and casual employees) 800 hours worked, or eight months whichever comes first.
- b) Where the probationary period is interrupted by an absence in excess of one (1) month, the probationary period shall be extended by an equal period of time. With the agreement of the Union, management and the Employee, the probationary period can be extended up to a maximum period of 2 months.

- c) The release or discharge of an Employee during the probationary period shall not be the subject of a grievance or arbitration save and except an allegation that the discharge has been made in bad faith, is discriminatory or was made arbitrarily, may to that extent only, be the subject of a grievance or arbitration.
- d) At the end of the probationary period provided for herein, an Employee shall be deemed to be a Permanent Employee and their seniority shall be determined as commencing from the date of their last hiring by the Employer. New Employees will be notified in writing once they have passed probation with a copy to the Local President.

#### 11.02 Definition of Service and Seniority

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

Seniority for all Employees shall be calculated in hours paid excluding overtime and premiums, except as specifically provided, shall be on a bargaining unit wide basis.

In no event will an Employee accrue more than one year of service in a twelve (12) month period.

Where two or more Employees have identical seniority, the procedure for establishing their relative seniority, should it be necessary, shall be by a numbering system based on acceptance of employment.

Part-time Employees gain seniority on the basis of hours paid or accumulated, excluding overtime premium, under the provisions of Article 11.04, 1600 hours of part-time seniority = 1 year of full-time seniority and vice-versa.

If an Employee transfers from Full-Time to Part-Time or vice versa, they shall transfer their full seniority.

### 11.03 Seniority List

By the end of January, the Employer shall provide the Union with a list showing each Employee's name, job title, date of employment and bargaining unit seniority current to the last pay period ending in December in the preceding year. By the end of July of each year, the Employer shall provide a list current to the last pay period ending in June. The Employer shall post a copy of the seniority list electronically.

### 11.04 Effect of Absence

- (a) An Employee shall retain and accrue seniority when:
  - (i) actually at work for the Employer;
  - (ii) absent due to a paid leave of absence;
  - (iii) absent on vacation or on paid holidays;
  - (iv) absent on education leave up to a maximum of twenty-six (26) consecutive weeks;
  - (v) absent due to injury or illness covered by Workplace Safety & Insurance Act;
  - (vi) absent due to approved leave of absence without pay for a period up to thirty (30) consecutive days;
  - (vii) absent on pregnancy or parental leave;
  - (viii) absent due to illness;
  - (ix) absent due to protected leave of absence in accordance with the *Employment Standards Act*.
- (b) An Employee shall retain but not accrue seniority when:
  - (i) absent on an unpaid leave granted for educational purposes beyond twenty-six (26) consecutive weeks;
  - (ii) absent on lay-off for a period of eighteen (18) months;

- (iii) absent on approved leave of absence without pay after thirty (30) consecutive days, unless such leave is protected in accordance with the *Employment Standards Act*.
- (c) Seniority shall terminate and an Employee shall cease to be employed by the Employer when the Employee:
  - (i) voluntarily terminates employment with the Employer;
  - (ii) is discharged and is not reinstated through the grievance procedure or arbitration;
  - (iii) is off the payroll due to lay-off for a period of more than eighteen (18) consecutive months;
  - (iv) is off the payroll as a result of a sick leave of absence for a period of more than twenty-four (24) consecutive months subject to Article 5.02;
  - (v) is absent as a result of a compensable illness or accident under the Workplace Safety & Insurance Act for more than twenty-four (24) consecutive months, subject to Article 5.02;
  - (vi) is absent without leave for five (5) consecutive days without giving a reason satisfactory to the Employer;
  - (vii) fails to report to work within seven (7) calendar days after a registered letter of recall from the Employer sent to the Employee's last known address without giving a reason satisfactory to the Employer.

#### **11.05 Seniority Outside the Bargaining Unit**

No Employee shall be transferred to a position outside this bargaining unit without their consent.

##### **(i) Permanent Transfer**

If an Employee permanently transfers to a position outside this bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit for use in the event they return to a position within the bargaining unit provided such return occurs within eighteen (18) months.

(ii) Temporary Transfer

An Employee accepting, for a temporary period predetermined by the Employer, transfer of employment to a non-Union position shall retain but not accumulate seniority as per Article 11.04 (b) while in this position. Such Employees requested in writing to provide temporary relief in a position outside the bargaining unit shall receive the base rate of pay for the position unless the Employee's rate of pay is equal to or greater in which case the Employee shall receive a rate of pay equivalent to the next step on their incremental grid. It is understood that temporary transfers to a position outside the bargaining unit shall be no longer than eighteen (18) months. Such period of time may be extended by mutual agreement of the parties concerned. At the end of this temporary assignment the Employee will return to their previous position it being understood that should the previous position no longer exist, the Employer shall place the Employee in a comparable existing position.

## **ARTICLE 12 - JOB POSTINGS**

12.01 a) A vacant position, including a temporary position of longer than six (6) months duration that occurs within the bargaining unit shall be electronically posted for a period of not less than seven (7) days throughout the Employer's premises. The Employer may advertise the vacancy externally at the same time. In the event of any delay in filling of the vacancy, the Employer may fill the vacancy on an interim basis provided a qualified candidate is available and it is operationally feasible to use such an Employee. The Employer shall endeavour to fill the position in a timely manner. Subsequent vacancies occurring as a result of a successful applicant leaving a position will be posted for not less than three (3) days excluding weekends and holidays.

Where there are no potential qualified internal applicants, the Union may waive the posting.

b) All Postings shall contain the following information:

- i) Status (i.e. Full-time, Part-time, Temporary or Casual)
- ii) Position Title

- iii) Qualifications, skills and abilities and language requirement
- iv) Office location(s)\*\*
- v) Shift
- vi) Assignment, duties and responsibilities
- vii) Wage rate

\*\*When the Employer posts a position that offers a choice of multiple office locations, the office location shall be the office location as chosen by the successful candidate.

- c) The parties agree that there may occasionally be a need to post a position with no specific office location in order to encourage application from internal candidates. When this is necessary the information on the posting in Article 12.01 (iv) above shall be amended to reflect that the office location shall be the office location of the successful candidate or such other location as may be mutually agreed by the Employee and the Employer.

## 12.02 Selection

- a) Bargaining unit Employees who apply for a vacancy and meet the minimum required qualifications shall be given prior consideration before any external applicants.
- b) Where qualifications, skills and abilities are relatively equal, seniority shall govern the selection. When applying seniority, the Employer will use the seniority of an Employee as of the date of the close of the job posting period.
- c) The Employer shall inform the successful candidate as well as the unsuccessful candidates in relation to all postings.
- d) An unsuccessful applicant may request a meeting with the Employer in which the Employer shall advise the Employee of the steps they may take to improve their candidacy in future applications.
- e) An employee successful for a job posting, or a new employee, need not be considered for any further vacancy for a period of twelve

(12) calendar months unless it were to result in a change in classification, work location, or status.

- f) At any time during their temporary assignment, a temporary Employee may use the job posting procedure to attempt to secure a permanent position. Within the last two months of the temporary assignment, the Temporary Employee (as defined in Article 2.04) may use the job posting procedure to attempt to secure another temporary position exceeding a two month term.
- g) A part-time or full-time employee who is awarded a temporary vacancy need not be considered for any further temporary vacancy until they have completed the temporary assignment.
- h) An employee shall revert to their former position at the end of a temporary assignment.

#### 12.03 Trial Period

- a) A successful applicant from within the bargaining unit shall be placed on trial for a period of four (4) months. The purpose of the trial is so that the Employee can ascertain whether the work of the position is suitable to them and so that the Employer can determine if the Employee is suitable and capable of performing the work of the position. While on such trial the Employee shall receive the wage rate of the position. The trial period will not delay the Employee's entitlement to any pay increase. Should the Employee find the work suitable and should the Employer find the Employee suitable and capable of performing the work of the position after four (4) months, the Employer shall confirm the Employee in the position.
- b) However, should the Employee find the work unsuitable and/or the Employer find the Employee unsuitable or incapable of performing the work of the position, the Employee shall be returned to their former position and wage rate without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and salary or wage rate without loss of seniority.

"Suitable and "unsuitable" above refers to the performance of work. The Employer will consider on an individual basis any request by an Employee to return to their former position based on other circumstances.

12.04 Grid Placement upon Selection

- a) An Employee who moves to a higher rated position within the bargaining unit will be placed in the range of the higher rated position so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous position (provided that they do not exceed the wage rate of the position to which they have been promoted). The date of the move to the new position shall become the anniversary date for the application of the salary progression.
- b) An Employee who moves to a lower paid position within the bargaining unit, such Employee shall be placed at the salary range in their new position which is closest to their previous salary rate. The date of the move to the new position shall become the anniversary date for the application of the new salary scale progression.

**ARTICLE 13 - RESTRUCTURING**

13.01 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 the 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.

**ARTICLE 14 – JOB SECURITY**

14.01 Definition of Short-Term Lay-Off

A short-term lay-off is one that is expected to be thirteen (13) weeks or less.

14.02 Definition of Long-Term Lay-Off

A long-term lay-off is one that is expected to be more than thirteen (13) weeks.

14.03 General Principles Affecting All Lay-Offs

The Employer and the Union agree to work jointly to minimize any adverse effect of a long term lay-off on Employees. The Union will be afforded opportunities to propose voluntary measures which the Employees are willing to undertake to prevent a lay-off.

Upon notice of layoff, the Employer agrees to convene, within fourteen (14) calendar days, the Local Union/Management Committee under Article 7.04 to review the following:

- a) The reasons causing the layoff;
- b) The service which the Employer will undertake after the layoff; and
- c) 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 the collective agreement.

It is recognized that the Employer shall at all times be entitled to retain a work force having the ability to do the work assigned to it; accordingly, in lay-offs and recalls to work following a lay-off, the following shall apply:

- a) The Employer shall have regard to the qualifications and skills required by it in the performance of available work;
- b) The Employer shall have regard to the seniority of Employees in the bargaining unit; and if, as between two (2) or more Employees, the factors in (a) above, are relatively equal, then (b) shall govern and the Employee with the least seniority shall be laid off or, in the event of a recall, the Employee with the most seniority shall be recalled.
- c) For the purposes of lay-offs, probationary Employees shall be laid off first and called back to work last.
- c) No new Employee(s) shall be hired until all those laid off have been given an opportunity to return to work and failed to do so, or are not qualified or have been found unable to perform the work available.

- e) The Employer shall notify the Union as soon as possible in the event of the need to proceed with a lay-off.

#### 14.04 Short-Term Lay-Off Process

For lay-offs of less than thirteen (13) weeks, the Employer shall provide to the Union and the Employee a minimum of ten (10) working days written notice. The Employer may provide the equivalent of pay in lieu of notice to the Employee. If the Employee has not had the opportunity to work the days as provided for in this Article, they shall be paid for the days upon which work was not made available. In the event of a short-term lay-off, Employees shall be laid-off in reverse order of seniority by position within an affected area. Depending on the circumstances giving rise to the lay-off Employees may be laid-off in reverse order of seniority by position Champlain wide. Position shall be defined as the position title as set out in Schedule "A" of the Agreement. The least senior Employee in the affected position shall be the first laid-off. In the event of a recall the most senior person remaining on lay-off shall be the first recalled, provided they possess the necessary skills, qualifications, abilities and competence, to perform the work available without training, other than a familiarization period of no longer than five (5) days worked. An Employee subject to lay-off shall be permitted to bump:

- a) any Employee in the same position who has lesser seniority and who is the least senior Employee in the position the laid-off Employee is seeking to bump into if the person to be bumped is outside of their affected area, or,
- b) a lower or an identical-paying position who has lesser seniority and who is the least senior Employee in the position the laid-off Employee is seeking to bump into. The bumping Employee must already possess the necessary skills, qualifications, abilities and competence to perform the work available without training other than a familiarization period of no longer than five (5) days worked.

On the third day of the notice period, all Employees must specify the position they wish to bump into, and these, plus all resulting bumps must be completed by the end of the fifth working day.

#### 14.05 Long-Term Lay-Off Process

In the event of a pending lay-off of a permanent or long term nature, the Employer shall provide to the Union and the Employee in writing with no less than three months' notice. If the Employee has not had the

opportunity to work the days as provided for in this Article, they shall be paid for the days upon which work was not made available.

An Employee in receipt of notice of long-term lay-off may:

- a) The incumbent in any position to be eliminated pursuant to Article 14.05 will be given prior consideration for all vacancies for which the Employee is qualified and has the skills and abilities to perform the duties of the position, subject to a familiarization period. Provided the vacant position is within 60 kilometers of the location of the eliminated position, the Employee will be placed into such vacant position without competition. If the vacant position is beyond the 60 kilometers, the Employee shall have the choice of being placed into the vacant position without competition. No new Employees will be hired into vacancies in the bargaining unit until redundant or surplus bargaining unit Employees have been considered under this clause.
- b) If the Employee is not successful in obtaining a position under (a), and if a vacancy exists within 60 kilometers of the location of the eliminated position for which the Employee can be retrained by the Employer within a period of four (4) months, the Employer shall retrain the Employee for the vacant position. This option shall be subject to the agreement of the Employee. The Employer and the Union may agree to extend the retraining period.
- c) An Employee not successful in obtaining a position in accordance with (a) and (b), may be reassigned by the Employer to another vacant position within 60 kilometers of the location of the eliminated position including one which may be a lower paying job. If the reassignment is to a lower paying position the Employee may opt not to accept the reassignment but instead may utilize the provisions of clauses (e) or (f), as applicable.
- d) Upon appointment to a position as described in (a), (b) or (c) above, the Employee will be placed into the salary range of the newly entered position. If the salary of the Employee exceeds the maximum range of the newly entered position, the Employee will be placed at the maximum of the salary range for that position.
- e) Opt to bump any Employee in the same or a lower or an identical-paying position who has lesser seniority and who is the least senior Employee in the position the laid-off Employee is seeking to bump into.

The bumping Employee must already possess the necessary skills, qualifications, abilities and competence to perform the work available without training other than a familiarization period of no longer than ten (10) days worked.

On the fifth (5) day of the notice period, all Employees must specify the position they wish to bump into. Any other Employees so bumped must exercise their bumping rights within three (3) days of their being bumped, and so on.

- f) Should the Employee not exercise their rights under (e) above, then the Employee shall be entitled to resign/retire and receive a separation allowance as provided in this Agreement.
- g) An Employee who has the ability to perform the work but who does not meet the bilingual requirement of the position into which bumping would occur shall not be denied the opportunity to bump into the position provided it does not unreasonably interfere, as determined by the Employer, with operational requirements.

#### 14.06 Vacancies

A displaced or laid-off Employee shall have the privilege of returning to the same position as the one held prior to the lay-off or displacement should it become vacant within six (6) months of being displaced or laid off provided the Employee has all of the necessary qualifications and ability to do the work required without training.

#### 14.07 Recall

In accordance with Article 11 Seniority, Employees on lay-off may remain on the recall list for eighteen (18) months.

The Employer shall notify the Employee of recall opportunity by registered mail addressed to the last address on record with the Employer. The notification shall state the job to which the position and assignment to which the Employee is eligible to be recalled and the date and time at which the Employee shall report to work. Within ten (10) days from the date the notice was sent by registered mail, the Employee shall inform the Employer of their intention to return to work. An Employee who fails to notify the Employer within ten (10) days of their intention to return to work or fails to return to work on the date stated in

the notification shall be terminated. The Employee is solely responsible for their proper address being on record with the Employer.

#### 14.08 Temporary Vacancies

An Employee on lay-off shall be given preference for temporary vacancies which are expected to exceed thirty (30) calendar days if the Employee is qualified to perform the available work without training. An Employee who has been recalled to a temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

Acceptance of a temporary vacancy shall not extend the period for which an employee remains on the recall list date under Article 14.07.

#### 14.09 Overtime During Lay-Off

The Employer agrees that during periods of lay-off it will not either encourage or require excessive overtime to be worked by Employees in the bargaining unit. The purpose of the undertaking contained within this clause is to ensure that Employees have some protection and that Employees are not asked to work overtime in order to avoid calling back to work Employees who are on lay-off. It is understood that overtime may be required but should the overtime hours accumulate to an extent that they are close to being the equivalent of an additional full-time Employee the Employer will make all reasonable efforts to call back to work an Employee on lay-off.

#### 14.10 Severance

Should the Employee be entitled to a separation allowance in accordance with this Article, the payments will be as follows:

- i) More than three (3) months but less than one (1) year of service - one (1) week;
- ii) More than one (1) years but less than three (3) years of service - six (6) weeks;
- iii) More than three (3) years but less than five (5) years of service – 10 weeks;
- iv) More than five (5) years but less than ten (10) years of service - 20 weeks;

- v) More than ten (10) years but less than sixteen (16) years of service – 32 weeks;
- vi) More than sixteen (16) years but less than twenty (20) years of service – 40 weeks;
- vii) More than twenty (20) years of service – 52 weeks;

#### 14.11 Early Retirement

Before issuing notice of long term lay-off pursuant to Article 14 the Employer will make offers of early retirement allowances in accordance with the following conditions:

- (i) The Employer will make offers in order of seniority in the location and in the classifications where lay-offs would otherwise occur. The Employer will offer the same number of early retirements as the number of lay-offs it would otherwise make.
- (ii) The Employer will make offers to Employees eligible for early retirement under the pension plan (including regular part-time, if applicable, whether or not they participate in the Healthcare of Ontario Pension Plan (HOOPP)).
- (iii) The number of early retirements the Employer approves will not exceed the number of Employees in that classification who would otherwise be laid off.

An Employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

#### 14.12 Merger or Amalgamation of Employer

The Employer agrees that in the event of a full or partial merger or amalgamation with any other Employer or entity, that it will make every effort to ensure that Employees in the bargaining unit are offered positions with the new Employer(s) on the basis of seniority and with terms and conditions of employment that replicate the terms and conditions of the collective agreement.

## **ARTICLE 15 - TECHNOLOGICAL CHANGE**

- 15.01 The Employer undertakes to notify the Union in advance, so far as practicable of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the bargaining unit.
- 15.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.
- 15.03 Where new or greater skills are required that are not possessed by affected Employees under the present methods of operation, such Employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such Employee. Training shall be given during the hours of work whenever possible and may extend for up to four (4) months. The Employer and the Union may agree to extend the retraining period.
- 15.04 Employees with one or more years of continuous service who are unable to successfully complete the training period are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

## **ARTICLE 16 - HOURS OF WORK AND PREMIUM PAYMENTS**

### **16.01 Hours of Operation**

The hours of operation shall be Sunday to Saturday from 8:00 a.m. to 10:00 p.m.

### **16.02 Core Hours of Work**

The core hours of work shall be a seven (7) hour shift per day, Monday to Friday between the hours of 8:00 a.m. and 6:00 p.m. exclusive of an unpaid one (1) hour meal break.

All Employees are entitled to a paid rest period of fifteen (15) minutes duration for each uninterrupted work period of three (3) hours.

#### 16.03 Outside Core Hours of Work

Based on operational requirements in identified areas, hours as defined in Article 16.01 may include a variety of shifts including shifts beyond seven (7) hours in length. Shifts will be consistent and will be posted in accordance with Article 12.

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.

#### 16.04 Scheduling

- a) Schedules shall be posted one (1) month prior to their commencement. In the event there is a change in hours of work that impacts current scheduled rotations the parties will meet to discuss implementation.
- b) Full-time Employees working outside the core hours will be scheduled for not more than two weekends out of four unless the Employee agrees to be scheduled otherwise.
- c) Not less than twelve (12) hours off shall be scheduled between shifts.
- d) In a two-week period, each full-time Employee shall receive four days off, at least two of which shall be consecutive.
- e) Employees will not be required to work more than six (6) days in a row.
- f) Employees may work up to twelve (12) hours in a day and may work more than 35 hours in a seven (7) day period but no more than 140 hours in a four (4) week period.
- g) Breaks shall be as follows based on the length of shift:
  - i) For a shift covering twelve (12) consecutive hours e.g. 8:00 a.m. to 8:00 p.m.:  
Actual working hours 11  
Two meal breaks of 30 minutes each – unpaid

Three breaks of 15 minutes each – paid

ii) For a shift covering eleven (11) consecutive hours e.g. 9:00 a.m. to 8:00 p.m.  
Actual working hours 10  
Two meal breaks of 30 minutes each – unpaid  
Three breaks of 15 minutes each – paid

iii) For a shift covering ten (10) consecutive hours e.g. 10:00 a.m. to 8:00 p.m.  
Actual working hours 9  
One meal break of 60 minutes – unpaid  
Two breaks of 15 minutes each - paid

Other arrangements for the taking of breaks may be mutually agreed upon by the Employee and the Employer.

h) Casual hours will be distributed to part-time and casual Employees with assignment specific training who have requested additional hours in order of seniority. For those positions that require onsite coverage, casual hours will be distributed to part-time and casual Employees with assignment specific training in order of seniority by geographic region.

## 16.05 Premium Payments

### a) Shift Premium

Employees shall receive a shift premium of two dollars and twenty cents (\$2.20) for all evening shift hours (evening shift defined as work after 4:30 pm).

### b) Weekend Premium

Employees shall receive a weekend premium of two dollars and ninety cents (\$2.90) per hour for each hour worked on the weekend. A weekend is defined as all hours worked between 4:30 pm on Friday and 8:00 am on Monday.

### c) No Pyramiding

(i) Employees shall not be entitled to both a shift premium and a weekend premium with respect to the same hours worked.

Employees scheduled to work evenings on a weekend shall receive the higher premium.

- (ii) When Employees work overtime as a continuation of their day shift or are called in outside of their normal hours, they shall not receive shift premiums.
- (iii) Employees who choose to flex or modify their workweek will not be paid shift premiums unless the hours worked would attract a shift premium as scheduled by the Employer.

#### 16.06 Overtime

Overtime is defined as authorized hours worked after 70 hours worked and/or approved leave (with the exception of sick leave) bi-weekly unless an Employee's regular schedule is no more than 140 hours in a four-week period.

No Employee shall work overtime unless authorized by the Employee's Manager or designate, unless impossible to obtain. For greater clarity, payment for overtime hours shall not be denied if the employee has made reasonable efforts to contact their Manager or designate, or the Manager on Call, and the overtime was required to address client responsibilities requiring immediate attention.

Overtime cannot be unreasonably imposed on the Employee.

An Employee will have the option of receiving payment for overtime hours at the premium rate of time and one-half (1½) for all overtime hours worked or taking time off in lieu of payment at the rate of time and one-half (1½) their regular rate of pay.

Such time off will be scheduled at a time mutually agreed upon by the Employee and their Manager. Employees will be entitled to accumulate up to a maximum of thirty-five (35) hours in respect to overtime but shall at no time exceed this limit. At the end of the year Employees shall elect to receive pay in lieu, to schedule compensating time off, or to carry the hours forward to the next year for any hours remaining in their bank.

#### 16.07 Call-back

An Employee called back to work non-contiguous with their regular working hours shall be paid for a minimum of three (3) hours at the rate

of time and one-half (1 ½) of their straight time hourly rate or double (2) time if on a holiday. Time shall be calculated from the time the Employee leaves their home until they return.

16.08 Standby/On Call

An Employee, who is required to remain available for duty on standby, shall receive standby pay in the amount of three dollars (\$3.00) per hour, for the period of standby scheduled by the Employer. If the Employee is called to work from standby they shall receive a minimum of three (3) hours pay at their regular rate of pay. The Employee shall cease receiving standby premium for those hours that they work under the preceding sentence.

The Employer agrees to comply with the terms and conditions of the *Employment Standards Act*, as may be amended from time to time.

A Nurse Practitioner, who is required to remain available for duty on standby, shall receive standby pay in the amount of four dollars (\$4.00) per hour, for the period of standby scheduled by the Employer.

16.09 Reporting Pay

An Employee who reports for work as scheduled or who accepts a request to report for work on their scheduled day off, shall be paid for a minimum of four (4) hours at their regular rate of pay.

16.10 Meal Reimbursement

An Employee required to work three (3) or more overtime hours in any one work day shall receive a meal reimbursement of up to nine dollars and fifty cents (\$9.50) upon submission of expense form with appropriate receipts.

16.11 Flex Time

Flex time is the ad hoc adjustment of scheduled hours. Flex time includes adjusting the schedule such that lesser or increased hours alter the normal daily work hours within one pay period. If the Employee is unable to rationalize the hours within one pay period such hours may be taken within the next pay period subject to the Manager's approval. This arrangement must be approved at the time of the request. The approval of the Employee initiated flex time is at the discretion of the Employer

and is not subject to the grievance-arbitration procedure clause. Such approval shall not be unreasonably denied.

Additional premiums shall not apply.

A manager may suggest the use of flex time to Employees. Such Employees may accept or refuse such offers.

#### 16.12 Modifying Hours

Where it would appear to be in the interest of efficiency in the staffing of any of the above operations, the hours of work of Employees covered by this section may be modified by mutual agreement between any Employee and the Employee's Manager.

Employees who wish to modify their hours of work shall submit requests to their Manager and any such requests will be assessed based on the operational requirements of the team.

Additional premiums shall not apply.

#### 16.13 Change of Schedule

The Employer shall use its best efforts to provide at least one week of advance notice of a shift change.

Full-time Employees, having received less than forty-eight (48) hours advance notice of a change in shift and having worked the changed shift, shall be paid at the rate of time and one-half (1 ½) for all hours worked on the first shift of their new schedule.

Part-time Employees, whose scheduled shift is cancelled with less than twenty-four (24) hours' notice, shall receive time and one half (1 ½) of their regular straight time hourly rate for all hours worked on their next shift.

This article does not apply where an Employee has requested a shift change.

#### **16.14 Reduced Work Week for Full-Time Employees**

It is agreed and understood that subject to operational requirements and at the sole discretion of the Employer, the Employer may approve a reduced work week arrangement whereby a full-time Employee can work 80% of the regular weekly full-time hours.

Approval shall not be unreasonably withheld and reasons for the refusal shall be provided to the Employee and the Union within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith.

A reduced work week arrangement may be terminated by either the Employer or the Employee upon providing (30) thirty days' notice.

The terms and conditions of the collective agreement shall apply except as modified below:

##### **Leaves**

All leave entitlements as per Article 17, except bereavement leave, shall be prorated to reflect the Employee's weekly hours of work in relation to the normal full-time hours of work (e.g., an Employee working 4 days per week or 80% of the full-time hours, shall receive 80% of the respective vacation entitlement; i.e., 4 days per entitled week.)

Bereavement leave is not prorated and Employees remain entitled to the number of days as described in Article 17 factored by their daily hours of work.

##### **Pension Plan**

The Employer and Employee contributions are reduced to reflect the modified earnings of the Employee. All other pension conditions are in accordance with the Pension Plan rules.

##### **Insured Benefits**

The Employer shall continue to share the cost of the benefit programs as described in Article 21. Long Term Disability benefits will be reduced to reflect the Employee's modified earnings although all other benefits will remain unchanged.

### Seniority

Employees will continue to accumulate full seniority without adjustment for the first twelve months worked under this arrangement and prorated seniority thereafter.

### Service

Employees will continue to accumulate service for service-related benefits without adjustment.

### Overtime

Overtime shall be defined as per Article 16.06 Overtime.

## 16.15 Job Share for Full-Time Employees

Subject to operational requirements and at the sole discretion of the Employer, the Employer may approve a job share request by a full-time Employee.

Approval shall not be unreasonably withheld and reasons for the refusal shall be provided to the Employee and the Union within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith.

The Employer will consider Employee proposals for job share arrangements whereby two full-time Employees, in the same job classification, who have the ability to perform the duties of the job, can be permitted to share the work of one full-time position. If two full-time Employees wish to job share one position, the remaining position will be filled according to Article 12 (Job Postings). It is understood that job share partners must be able to work together to ensure both quality and continuity of client service. The Employee(s) shall submit to their Manager (with a copy to Human Resources) a written request to share a position.

A job share arrangement is for a trial period of one year with a review by the Employer at six months. At the conclusion of the one-year period, the job share either becomes permanent, in which case the job share Employees can no longer revert to their former positions, or the job share ends and the job share Employees both revert to their former positions. During the first year period, job share Employees may request to return to their full-time position with thirty (30) days' notice to the

Employer or the Employer may terminate the job share with thirty (30) days written notice to the Employee.

Where one full-time Employee wishes to job share their position, the Employee shall seek a job share partner. In the event that the Employee requesting the job share cannot find a partner, the Employer will post the job share in accordance with Article 12 (Job Postings).

Job share partners will be responsible to ensure coverage of each other's planned absences. Job share partners are not required to cover each other's unplanned absences but may be offered the opportunity to do so.

If one partner of the job share arrangement leaves, the remaining partner, if necessary, shall be encouraged to work the full schedule for three (3) calendar weeks. During this period, the Employer will consider other job share candidates in consultation with the remaining job share partner. If a suitable replacement cannot be found, the position will be posted in accordance with Article 12.

This new job share arrangement will undergo a trial period of one (1) year with a review by the Employer at six (6) months. At the conclusion of the one (1) year period, the job share either becomes permanent, in which case the job share Employees can no longer revert to their former positions, or the job share ends and the job share Employees both revert to their former positions.

During the one (1) year period, job share Employees may request to return to their full-time position with thirty (30) days' notice to the Employer or the Employer may terminate the job share with thirty (30) days written notice to the Employee.

If a suitable replacement cannot be found pursuant to the foregoing the shared positions will revert to a full-time position. If the remaining partner held a full-time or part-time position prior to assuming the job share, they will have the option of:

- a) Filling the position on a full-time basis as soon as is practicable.  
Or,  
b) Should a vacant part-time position exist, that has not yet been posted in accordance with Article 12 (Job Postings), the remaining

partner may be placed in such a part-time position and the full-time position will be posted.

Employees who are job sharing are considered to be part-time Employees for the purpose of benefit entitlements.

A job sharing arrangement may be terminated by either the Employer or the Employee upon providing a sixty (60) days written notice.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.01 Union Leave**

#### **a) Leave, OPSEU/SEFPO 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.

#### **b) Leave, OPSEU/SEFPO 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 17.01 c) below. 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) Union Leave

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 include 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.

Leave of absence without pay and without loss of service or seniority shall be granted, upon request to the Employer, to Employees who have passed their probationary period and who are elected or appointed to attend Union business provided such leave of absence does not interfere with efficient operations. The Employer shall grant leave to a maximum total of fifty (50) working days in a calendar year, individual use of such leave shall be capped at thirty (30) working days. Such requests shall be in writing to the appropriate Manager or designate, as far in advance as possible and shall contain the names of the appointed Employees plus the dates of requested absence. Ten days' notice shall be given where practicable. The individual cap thirty (30) or group cap fifty (50) may be exceeded at the discretion of the Employer upon application from the President.

17.02 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 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.

#### 17.03 Bereavement Leave

- i) The Employer shall grant a leave of absence with full pay, of five (5) working days, to any Employee on the following basis: death of mother, father or person standing in loco parentis, spouse, child or step-child, sister, brother.
- ii) The Employer shall grant a leave of absence with full pay, of three (3) working days, to any Employee on the following basis: death of brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild and grandparent. Daughter-in-law and son-in-law is the spouse of the Employee's child. For the purposes of definition, brother-in-law and sister-in-law shall be the brother or sister of the Employee's spouse or the spouse of the Employee's brother or sister. Grandparent is to be defined as the father or mother of the Employee's father or mother.
- iii) 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.
- iv) The Employer shall grant a leave of absence with full pay, of one (1) working day, to any Employee on the following basis: death of aunt, uncle, niece or nephew. The day will include the funeral or equivalent service.
- v) In special cases when an extension of leave under 17.03 may be required, application shall be made to the Director, Human Resources, or designate. If approved, such an extension will be unpaid. An employee may use banked credits and/or vacation time for the extension.

#### 17.04 Professional Development

- a) At the sole discretion of the Employer, the Employer may agree to pay the fees to an Employee who has completed their probation period for any job-related course or seminar deemed beneficial to the Employer upon successful completion of such course or seminar

provided the application and approval for Employer assistance was made prior to the Employee taking such course or seminar.

- b) At the sole discretion of the Employer, a leave of absence with or without pay for the purpose of education, skill development or upgrading, may be granted. Seniority shall accrue in accordance with the seniority provisions of this agreement.

#### 17.05 Jury or Court Witness Duty Leave

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 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.

#### 17.06 Care/Special Leave

- i) Commencing the beginning of the payroll year, Full-time Employees will be granted on an as required basis up to a maximum of thirty (30) hours of care/special leave with pay in each payroll year for medical reasons such as medical appointments, or caring for a child, spouse or parent and matters of an urgent nature.

To clarify this Article, and other clauses in the Collective Agreement that provide for paid or unpaid leaves for the same purposes as may be set out in the ESA (the Act) provisions, this will be deemed to offset the requirements for the Employer to provide Emergency Leave under the Act.

- ii) Care/Special leave is a provision which is designed to enable Employees to be absent from their employment.
  - a) Unused care/special leave shall not be banked from year to year;
  - b) Care/special leave shall be taken in increments of one-half (1/2) hour up to a maximum of twelve (12) hours per leave request.
- iii) To qualify for care/special leave, Employees must have:
  - a) Completed the probationary period as specified in this Agreement;
  - b) Notified their Manager at least forty-eight (48) hours in advance of the date and required time off, whenever possible, for the purpose of addressing any operational concerns raised by the leave request. In the event of an emergency situation, this advanced notice will be waived.
- iv) Part-time Employees will be granted up to a maximum of fifteen (15) hours of care/special leave in accordance with this article.

#### 17.07 Armed Forces Summer Camp

The Employer shall grant one (1) week's leave with pay to any Employee who has completed one (1) year of continuous employment to enable the Employee to attend a Canadian Armed Forces Reserve Summer Camp, upon production of satisfactory evidence from military authorities that the Employee did attend.

#### 17.08 Pregnancy and Parental Leave

- a) An Employee, upon written request to the Employee's Manager, with a copy to Human Resources, shall be granted a pregnancy and/or parental leave of absence without pay, in accordance with the *Employment Standards Act*.
- b) It is understood and agreed that an Employee is not entitled to leave with pay for the period of pregnancy or parental leave.

c) Pregnancy Leave Supplementary Employment Insurance Benefit

A full-time Employee who has completed 13 weeks of continuous service and is in receipt of Employment Insurance maternity benefits during a pregnancy leave of absence shall be entitled to receive a supplementary benefit equivalent to the difference between the Employment Insurance benefits they receive and 93% of their normal salary for a period of up to fifteen (15) weeks. Pregnancy leave shall otherwise be without pay.

d) Parental Leave Supplementary Employment Insurance Benefit

A full-time Employee who has completed 13 weeks of continuous service and is in receipt of Employment Insurance parental benefits during a parental leave of absence shall be entitled to receive a supplementary benefit equivalent to the difference between the Employment Insurance benefits they receive and 93% of their normal salary for a period of up to ten (10) weeks. Parental leave shall otherwise be without pay.

e) An employee on pregnancy and/or parental leave may spread their Supplemental Employment Insurance benefits over the period of such leave.

f) The total amount of Supplementary Employment Insurance Benefit paid by the Employer shall not increase as a result of an employee's option to take extended parental leave and receive a reduced Employment Insurance benefit.

g) Entitlements During Pregnancy and/or Parental Leave

Employees who have 13 weeks or more of continuous service as of the date of commencement of Pregnancy and/or Parental leave shall:

j) continue to accumulate continuous service and seniority;

ii) continue to accrue vacation pay percentage only on the employer-paid supplementary benefit payment;

iii) retain their increment date

iv) continue receipt of the benefits listed below with the Employee paying their share of the premium costs and making the necessary arrangements.

- Extended Health Insurance
- Dental Insurance
- Life Insurance
- Pension Plan

h) The Employee shall be entitled to return to /their job or a comparable one upon the completion of this pregnancy and/or parental leave as provided by the *Employment Standards Act* for an Employee on pregnancy or parental leave under this legislation.

i) Should an Employee be unable to perform their duties during the pregnancy, the Employer shall attempt to provide the Employee light or modified duties. To best accommodate the Employee, the Employer may request supporting medical documentation indicating the Employee's limitations.

17.09 At the completion of any Statutory Leave of Absence as described above, Employees shall have the right to return to their home position, if it still exists. If the home position no longer exists Employees shall return to a comparable position.

17.10 Pre-Paid Leave

The Employer agrees to continue the pre-paid leave program funded solely by the Employee to the following terms and conditions:

- a) available to Employees wishing to spread four (4) year's 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 two (2) Employee(s) 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-month (12) 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, 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 is 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 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 the Employer plus accrued interest, if any, will be returned to the Employee within a reasonable period of time. In the case of the Employee's death, the funds will be paid to the Employee's estate.

- k) The Employer will endeavour to find a temporary replacement for the Employee as far in advance as practicable. If a temporary replacement is not found, the Employer 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 lay-off while on the pre-paid leave then the Employee shall be entitled to all rights and privileges under Article 14 (Job Security), Lay-off, 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 17.10 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 18 – INCOME PROTECTION PLAN**

### **18.01 Income Protection Plan**

i) All Full-time Employees who are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule:

Length of Service	Full Salary (Weeks)	66 2/3 Salary (Weeks)
6 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

ii) For the first 6 months of employment, Employees will earn sick leave at one and one-half (1 ½) days per month, payable at 2/3rds salary. This is not payable at termination and ceases upon eligibility for placement in the six-month plateau of the IPP schedule.

An Employee's entitlement to any particular level of benefit in accordance with the schedule set out in (i) above shall be based on their length of service with the Employer and shall be updated every six (6) months.

(a) Employees who are entitled to leave of absence on account of non-occupational illness or injury may obtain it on production of satisfactory application through the Employer. Each Employee who is absent for a period of more than four (4) consecutive working days shall file with the application

satisfactory documentation from a qualified medical practitioner (Doctor or Nurse Practitioner). Subject to approval, each Employee shall be allowed this leave up to four (4) consecutive working days without medical documentation provided that the total number of such uncertified days in any calendar year shall not exceed ten (10) days.

- (b) Where required, costs of such medical documentation shall be paid by the Employer. It will be necessary to renew such documentation every twenty (20) days thereafter at the Employer's cost, unless the Employer or its representative is satisfied with the initial documentation indicating the total period of absence and probable date of return to work. The Employer will endeavor to provide employees with advance notification prior to them reaching ten (10) days of uncertified leave.
- (c) It is in the interests of all parties that claims for IPP to be dealt with promptly by the Employer or its representative, that all information necessary to support claims be provided promptly by the Employee or their medical professional, and that all parties do their best to ensure that Employees are returned to work as soon as their health permits. To that end the parties agree as follows:
  - 1. When a claim is made under the IPP by an Employee, the Employee shall provide to the Employer and its representative all reasonably relevant information regarding their functional abilities and limitations and expected return to work date necessary to support the claim for IPP coverage and/or a potential return to work. The Employer agrees that it shall treat all such information received in a confidential manner and limit disclosure on a need-to-know basis.
  - 2. If it should appear to the Employer that any Employee is making too frequent application for IPP or that the correctness of a certification or claim is questionable, the Employer may refer the Employee to an independent medical professional of its choosing for an opinion as to the Employee's fitness to return to work and their abilities and limitations. The Employer shall pay all costs of the independent medical examination.

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

(d) Occurrence of Statutory or Declared holidays during an Employee's absence on the income protection plan shall not reduce an Employee's number of days of income protection eligibility.

(e) In the case of an unrelated claim, the potential seventeen (17) week period of income protection shall be reinstated provided an Employee has returned to active employment and has completed two (2) weeks of shifts.

(f) In the case of a claim which is related to a previous claim, the potential seventeen (17) week period of Income Protection shall be reinstated provided thirty (30) days have elapsed from the cessation of the previous claim and the commencement of the related claim.

(g) It is understood that the applicable number of weeks of one hundred percent (100%) salary protection shall only be available once in any calendar year.

## 18.02 Long-Term Disability

Entitlement to Long Term Disability benefits shall be subject to the terms and conditions of the insurance policy. The Employer agrees to use their best efforts on behalf of the member where there is a dispute between the insurer and the member.

18.03 Benefit Continuation

- (a) During any periods of short-term disability, the Employer will continue to provide its share of premiums to life and health benefits.
- (b) Following the short-term disability period and the first two years of long-term disability, benefits will be terminated with the exception of those for which waiver of premium has been established.

**ARTICLE 19 - HOLIDAYS AND FLOATS**

19.01 Holidays and Floats

- (a) The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other proclaimed as a holiday by the Federal, provincial or Municipal Governments.

In addition to the above noted holidays, all full-time Employees shall be granted two (2) floating holidays (in lieu of Easter Monday and Remembrance Day) on the following schedule:

On the first day of the payroll year, August 1st of each calendar year, any full-time Employees on payroll at that time will be granted one (1) float holiday period.

These two floats are to be scheduled at a mutually agreeable time within the payroll year with no ability to bring forward into the next payroll year.

If a written request to use a float is denied, the denial of such request must be in writing along with the reason(s).

In addition to those set out in the preceding sub-paragraph, any day proclaimed by the Governor General in Council or the

Lieutenant Governor in Council for the Province of Ontario shall be a statutory holiday.

The Employer agrees to comply with the terms and conditions of the *Employment Standards Act*, as may be amended from time to time.

19.02 Full-time Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay. Payment shall be calculated on the basis of the Employee's rate excluding overtime on the last day worked prior to the holiday. If any Employee is to receive a salary increment on the day of the holiday, payment shall be calculated on the basis of their rate including salary increment.

Full-time Employees who have worked the day previous to and the day subsequent to the above-mentioned holidays and those on authorized leave with pay or authorized leave of absence without pay of less than five (5) days' duration shall be entitled to the above-mentioned holiday pay with no reduction in their normal pay.

19.03 Alternate Day of Observance

i) Holiday on Saturday or Sunday

A holiday falling on a weekend shall be observed on the following Monday.

ii) Christmas and Boxing Day

If the Statutory Holiday falls on either a Saturday or a Sunday, it shall be observed on the previous or following workday as determined by the Executive Director/Designate.

19.04 Rate for Working on a Holiday

Employees authorized and required to work on a recognized holiday shall be paid at the rate of time and one-half (1 1/2) for all such work performed, in addition to the pay for the holiday set out in subsection (a) above.

19.05 Scheduling

Employees, based upon operational requirements in identified areas, shall be scheduled during the holiday season such that an Employee

shall have either Christmas Day or New Year's Day off and shall not be required to work the same of those two in consecutive years.

## **ARTICLE 20 - VACATION**

### **20.01 Annual Vacation Leave**

Annual vacation leave shall be granted to all Full-Time Employees under the following conditions, following completion of the Probationary Period. On completion of six (6) months of service, a full-time Employee may anticipate their paid vacation entitlement in any year to the total number of days they will accumulate for that year.

- (a) Full-time Employees shall be entitled to twenty (20) working days annual leave accrued at the rate of one and two-thirds (1 2/3) days for each calendar month of service. Annual vacation with pay shall be in the amount of eight percent (8%) of an Employee's regular wages.
- (b) Full-time Employees who have completed eleven (11)\* years of employment shall be entitled to twenty-five (25) working days annual leave accrued at the rate of two and one-twelfth (2 1/12) days for each calendar month of service. Annual vacation with pay shall be in the amount of ten percent (10%) of an Employee's regular wages.
- (c) Full-time Employees who have completed nineteen (19)\* years of employment shall be entitled to thirty (30) working days annual leave accrued at a rate of two and a half (2 1/2) days for each calendar month of service. Annual vacation with pay shall be in the amount of twelve percent (12%) of an Employee's regular wages.
- (d) Full-time Employees who have completed thirty (30) years of employment shall be entitled to thirty-five (35) working days annual leave accrued at a rate of two and nine-tenths (2 9/10) days for each calendar month of service. Annual vacation with pay shall be in the amount of fourteen percent (14%) of an Employee's regular wages.

*\*Vacation improvement effective the start of the first pay period after ratification*

## 20.02 Scheduling of Vacations

Annual leave shall be taken at a time mutually agreeable to the Employee and the Employer with seniority within teams as defined by the Employer determining order of preference.

The Employer will endeavor to grant a minimum of two consecutive weeks' vacation during the period of June 1<sup>st</sup> to Labour Day to each Employee who requests vacation during such time. Employees shall not be required to take vacation during this period. Employees shall not be required to take two consecutive weeks' vacation unless they so desire. No employee shall be granted more than two weeks unless all employees on a team requesting two weeks have received it.

Requests received beyond the vacation schedules, as determined by the Employer, will be granted on a first come basis, subject to the operational requirements of the teams. The Employer will grant vacation requests in writing. It is understood that an Employee shall not be allowed to exercise their seniority to displace the approved vacation leave of another Employee.

It is understood that not all Employees may have the opportunity for summer vacation given the operational needs of Home and Community Care Support Services: Champlain.

## 20.03 Carry-Over of Unused Vacation

- a) Employees will normally take their paid vacation during the vacation year and not carry over vacation from year to year. Notwithstanding the foregoing, an Employee shall be entitled to carry over up to ten (10) days of paid vacation.

To ensure that no more than ten (10) days' vacation entitlement remains at the end of the vacation year, the Employee and the Manager shall not unreasonably refuse to schedule such paid vacation.

When such paid vacation cannot be scheduled at a time mutually agreeable the Parties will meet to develop options so that the employee will not lose their paid vacation entitlement.

In exceptional circumstances the Employer may consider requests from Employees to carry over greater than ten (10) days of paid vacation.

- b) Employees may carry over unpaid vacation for a period of one (1) year beyond the date of return from an approved leave of absence. All other unpaid vacation must be taken by the end of the year in which it was earned.

20.04 Vacation Year

For the purpose of vacation calculation, the vacation year shall be based on the payroll year.

20.05 Vacation During Probationary Period

An Employee earns, but is not entitled to receive, vacation leave with pay during the probationary period. Exceptional circumstances shall be reviewed by the Employer.

20.06 Terminations

When the employment of an Employee terminates for any reason and the Employee has earned but unused vacation leave, the Employee or the estate of the deceased Employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee immediately prior to the termination of employment.

On termination of employment for any reason the value of any vacation entitlement used but not earned shall be deducted from the Employee's terminal pay cheque.

20.07 Illness/Bereavement Leave During Vacation

If an Employee is ill or injured for three (3) or more consecutive days during the Employee's vacation, the Employee may request that those annual leave days be converted to the Income Protection Plan. Such requests will be submitted to the Employee's Manager together with a medical certificate certifying the illness of the Employee and the dates of the illness. Requests for conversion shall not be unreasonably denied.

In the event an Employee becomes entitled to bereavement leave during their scheduled paid vacation, the Employee shall take their entitlement to

bereavement leave as provided in Article 17 and vacation displaced by such leave shall be rescheduled as provided in this Article.

20.08 Cancellation of Vacation

An Employee shall submit a written notice to the Employee's manager or designate to cancel or reschedule vacation a minimum of ten (10) working days prior to the commencement of the scheduled vacation. Such requests to cancel or reschedule vacation shall not be unreasonably denied.

The cancellation of a vacation period due to an emergency shall be dealt with on an individual basis by the Employer.

**ARTICLE 21 - HEALTH AND WELFARE BENEFITS - Full-Time Employees**

21.01 The Pension Plan is the Healthcare of Ontario Pension Plan (HOOPP). Enrollment, participation and the contributions by Employees and the Employer will be in accordance with the terms and conditions of that plan.

21.02 Benefits for Full-time Employees

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.

Part 1

As of the first day following the date of completion of four (4) months continuous service, the Employer agrees to pay one hundred percent (100%) of the premium costs, for all full-time Employees, to a carrier who shall provide:

(a) Accidental Death & Dismemberment Insurance

Each Employee shall be insured for an amount equal to the amount of the below described life insurance plan (Article 21.02 Part 2 (a)).

(b) Long-term Disability Insurance

Employees become eligible for long-term disability benefits after they have been continuously disabled for more than one hundred and nineteen (119) days. The level of benefit shall be equal to sixty-six and two-thirds (662/3) of the Employee's basic earnings immediately prior to commencement of disability. The maximum monthly benefit available through this program is \$6,000.00 per month.

(c) Major Medical

The major medical plan incorporates a deductible of twenty-five (\$25) per Employee in a calendar year and reimburses Employees ninety (90%) of costs incurred for covered expenses in excess of the deductible as follows:

(i) Coverage of prescription drugs, legally requiring a prescription. Mandatory Generic Substitution applies to all employees and can only be substituted with verification of medical reasons by a physician, as per the practice of the insurer.

(ii) Employees will be reimbursed for payment of paramedical Practitioner Services at \$500.00 per claimant, per practitioner, per year for the following practitioners: Psychologist, Chiropractor, Osteopath, Naturopath, Registered Massage Therapist, Speech and Language Pathologist, Podiatrist, Dietician, Occupational Therapist and Physiotherapist.

\*Effective January 1, 2022 – Employees will be reimbursed for payment of Massage Therapist services at \$550.00

\*Effective January 1, 2023 – Employees will be reimbursed for payment of Physiotherapist services at \$550.00

(iii) Nursing care and services – coverage Private duty RN, RPN or LPN to a maximum of \$15,000 per year.

(d) Vision Care

Coverage with a maximum of \$400.00 every two years. These funds can be used toward the cost of laser surgery. Plus an additional \$70.00 for the cost of an eye examination every two years.

Effective January 1, 2025, coverage with a maximum of \$425 every two years. These funds can be used towards the cost of laser surgery. Plus, an additional \$125 for the cost of an eye exam every two years.

Part 2

As of the first day of completion of four (4) months of service, the Employer agrees to pay 85% and the Employee shall pay 15% of the premium costs for all full-time Employees subject to the carrier provisions as follows:

(a) Group Life

A group life insurance program providing a level of benefit equal to two times (2) of the Employee's basic annual earnings rounded to the next highest \$1,000 of benefit. The maximum life insurance enjoyed by an Employee up to the age of sixty-five (65) shall be \$300,000.

(b) Dependent Life Insurance

Dependents of insured Employees shall be insured as follows:

Spouse	\$2,000
Child(ren) - birth to 21 years	\$1,000

(c) Dental Care

The Employer shall ensure coverage of a one-year lag to the current year's ODA schedule of fees:

(i) Employer to provide 100% coverage for basic services and comprehensive basic services including recall at 6-month intervals.

(ii) Plus 50% coverage for major restorative (maximum of \$1500.00 per year).

(iii) Plus 50% coverage for orthodontics with a lifetime maximum of \$2,000.00.

### Part 3

Full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as other full-time employees:

- Major Medical and Vision to age 70
- Dental to age 70
- A group life insurance program to age 70 providing a level of benefit equal to one time (1) of the Employee's basic annual earnings rounded to the next highest \$1000 of benefit. The maximum life insurance enjoyed by an Employee up to the age of 70 shall be \$150,000.

#### 21.03 Employee Responsibility

It is the responsibility of the Employee to notify the Employer of any changes of status (i.e. family to single coverage, etc.). Should the Employee fail to notify the Employer of a change in marital status, the Employer will not be held responsible for any lack of coverage in this regard.

## **ARTICLE 22 - HEALTH AND WELFARE BENEFITS - Non Full-Time Employees**

22.01 This article applies to all part-time, temporary and casual Employees.

22.02 A payment of thirteen percent (13%) of the regular earnings shall be paid on each pay to all part-time, temporary and casual Employees. This payment is in lieu of Article 21.02 Benefits for Full-time Employees, Article 18 Income Protection Plan and Article 19 Holidays and Floats, Article 21.01 Pension or any of the negotiated benefits, other than wages and vacation, provided for in this Agreement.

22.03 The Pension Plan is the Healthcare of Ontario Pension Plan (HOOPP). Enrollment, participation and the contributions by Employees and the Employer will be in accordance with the terms and conditions of that plan.

The percentage referred to in 22.02 shall, for those Employees electing to enroll in the HOOPP pension plan subject to this Article shall be reduced by the percentage being paid by the Employer as the Employer's contribution to the plan.

22.04 A part-time Employee may anticipate their unpaid leave entitlement. Vacations for part-time Employees shall be on a pro-rata basis. Vacation pay shall be provided to all Employees in accordance with the following schedule:

- a) Employees with less than 11 years' continuous service to be paid 8% of an Employee's regular wages.
- b) Employees with 11\* but less than 19 years' continuous service to be paid 10% of an Employee's regular wages.
- c) Employees with 19\* but less than 30 years' continuous service or more to be paid 12% of an Employee's regular wages.
- d) Employees with 30 years' continuous service or more to be paid 14% of an Employee's regular wages.

*\*Vacation improvement effective the start of the first pay period after ratification*

## **ARTICLE 23 - TRANSPORTATION AND MILEAGE**

23.01 Where the Employer determines that an Employee must have available an automobile for business purposes, such Employee(s) will be reimbursed for use of such vehicles when on authorized LHIN business as follows:

- a) Non-taxable reimbursement based on the Canada Revenue Agency rate as defined on an annual basis; or
- b) A monthly payment of \$70.00 per month (taxable).

23.02 The business portion of automobile insurance premiums arising from the use of an automobile on the Employer's business shall be paid by the Employer upon presentation of a receipt from the insurance carrier, to an annual maximum of \$150.00 dollars. The Employer reserves the right to seek clarification on claims which appear excessive.

The additional business premium would include additional premiums arising from the fact an Employee is required within the scope of employment to provide transport to others (e.g. other Employees, medical students, nursing students.)

23.03 Parking expenses incurred in the course of work-related vehicle usage shall be fully reimbursed. This includes parking at all CLHIN designated work sites including hospitals. To reduce costs, carpooling is encouraged.

23.04 The provisions of this article will apply to part-time and casual Employees on a pro-rata basis.

23.05 Distance Calculation

For the purpose of kilometers calculation, an Employee shall be assigned a normal place of work based on an office maintained by the Employer. The normal place of work for current Employees shall be considered the office where they currently are based.

The calculation of business kilometers shall be as follows:

1. At the beginning of the work day, if the first designated stop is farther than the usual distance from the Employee's home to their normal place of work/appointment, then those kilometers in excess of the amount between the Employee's home and normal place of work shall be paid at the kilometer rate in effect at the time, or
2. If the distance to the first designated stop is less than the distance between the Employee's home and the normal place of work/appointment, then business kilometers would commence after the first designated stop.
3. At the end of the workday, should the distance home from the last designated stop be greater than the distance from home to the normal place of work/appointment, then the Employee shall receive kilometers allowance at the appropriate rate for the difference.
4. If the distance to the last designated stop is less than the distance between the Employee's home and the normal place of work/appointments, then business kilometers would stop at the last designated stop.

## **ARTICLE 24 - SALARIES AND ADMINISTRATION**

24.01 Each new Employee shall be informed by the Employer that a claim for recent related clinical experience, if any, shall be made in writing by the Employee at the time of hiring. Claims for related experience shall be recognized on the following basis:

- (a) Related experience which adds to the value of an Employee's service will be recognized by the Employer to the extent of one (1) increment for two (2) years related experience to a maximum of four (4) increments. It is understood that related experience is not restricted to experience in community health related positions.
- (b) Part-time experience shall be recognized on a pro-rata basis.
- (c) Except as specifically approved by the Director, Human Resources, in no case will a new Employee start at a rate greater than two steps below the top of the grid. The Union will be notified of any exceptions.

24.02 Full-time Employees shall advance on the salary scale after one year of service. Part-time Employees shall advance one step on the salary scale after earning the equivalent of sixteen hundred (1600) hours pay since such Employee's last movement on the salary scale.

24.03 (a) Part-time Employees whose status is altered to Full-Time will assume the anniversary date for salary increment to be adjusted to include recognition of the number of paid hours already accumulated within the level.

(b) A Full-Time Employee whose status is altered to Part-Time shall be credited with the number of paid hours.

(c) A Retired Employee who returns to work following retirement will assume the same level on the salary grid as they held prior to retirement providing there is a break in service of less than thirteen (13) weeks.

24.04 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.

#### 24.05 New Classification

If, during the term of this Agreement, a new classification is created or the job duties of an established classification are changed to the extent that in effect a new classification has been created, the Employer agrees to inform the Union of the classification and salary scale applicable prior to filling the position. If the Union is not in agreement with the salary scale, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Any increase mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new classification was given by the Employer. If the Parties are unable to agree, the dispute concerning the new salary scale may be submitted to Arbitration as provided for in the Agreement within fifteen (15) days of such meeting.

### **ARTICLE 25 – PROTECTION OF EMPLOYEES**

#### 25.01 Legal Protection

- (a) Where an action is brought against the Employer or any member, officer or Employee of the Employer by a person/thing who has suffered damage by reason of any act or default on the part of the Employer or any member, officer or Employee thereof in the course of the pursuit or intended pursuit of their duties, or where the Employee is required to attend or appear before the Employee's regulatory body, a tribunal, or inquest, by reason of any act or default on the part of the Employee in the course of the pursuit of their duties, the Employer shall assume the liability of the defense of the action and shall pay any damages or costs for which the Employer or the member, officer or Employee is liable in respect of such act or default.
- (b) Any Employee in the pursuit or intended pursuit of employment duties, who reasonably believes that they are the victim of a criminal act at the hands of a member of the public, shall report the incident to the Director, Home and Community Care. The Employee shall be entitled, on reasonable notice, to time off from work with pay to meet with local police and Crown Attorney officials for the purposes of pursuing criminal prosecution. The

Employee shall also be entitled to reasonable time off from work with pay for victim's aid services, if any.

(c) Professional Liability Insurance

The Employer shall carry professional liability insurance.

25.02 Change of Personal Contact Information

It shall be the duty of Employees to notify the Employer promptly of any change to their personal contact information.

## **ARTICLE 26 – DURATION**

- 26.01 This agreement shall remain in force and effect from January 1, 2024 to December 31, 2025 and thereafter from year to year.
- 26.02 Upon expiry of this agreement should either party to the agreement wish to seek amendments to or modifications to the agreement or to terminate the agreement and negotiate a new agreement, it shall give written notice to the other party within 90 days prior to the termination date.
- 26.03 Within thirty days of the receipt of this notice, the parties shall meet for the purpose of considering the proposed amendments or terms of a new agreement.

## 26.04 Revision of Agreement

Any term of this agreement may be revised with the mutual consent of the parties hereto in writing and becomes effective as agreed by the parties when such a revision has been ratified by their respective principals.

Dated this 28th day of August, 2024.

On behalf of the Union

Signed by:

*Annie M. Bohne*

4CTF322A662E47F...

Signed by:

*Clarie Giles*

359899D5889E463...

Signed by:

*Karine Dulude*

D973EE9E8DE847A...

DocuSigned by:

*Karie Whates*

3FE1E75C9E84426...

Signed by:

*Maria Desloges*

425E7B7C8C174B9...

Signed by:

*Stephan Lemaire*

AA3A6A3AF56C4B1...

DocuSigned by:

*Sophie Shamoos*

005698DBEA9549F...

On behalf of the Employer

Signed by:



F053047082A243B...

Signed by:

*Darryl Gavard*

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## SALARY GRID

<b>Level 1</b>	<b>Step</b>	<b>1-Jan-24</b>	
RPN (Moves to Level 2 effective Jan 1, 2025)	1	29.769	
	2	30.392	
	3	31.074	
	4	31.729	
	5	32.338	
	6	33.006	
<b>Level 2</b>	<b>Step</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
Communicative Disorders Assistant	1	32.059	33.021
Rehabilitation Assistant	2	33.339	34.339
RPN (effective January 1, 2025)	3	34.677	35.717
	4	36.080	37.163
	5	37.509	38.634
	6	39.007	40.177
<b>Level 3</b>	<b>Step</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
Information Specialist	1	35.862	36.938
Translator/Reviser	2	37.291	38.409
	3	38.790	39.954
	4	40.356	41.567
	5	41.957	43.216
	6	43.635	44.944
<b>Level 4</b>	<b>Step</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
Community Engagement Coordinator	1	41.915	43.172
CIS Analyst/Educator	2	42.603	43.881
Senior Systems Analyst	3	43.332	44.632
Senior Network Analyst	4	44.777	46.120
Systems Specialist	5	46.335	47.725
Privacy Analyst	6	48.378	49.830
Senior SharePoint Analyst			

<b>Level 5</b>	<b>Step</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
Care Coordinator	1	43.184	44.480
RAI Educator			
Educator	2	43.894	45.210
Care Connector (RN)	3	44.644	45.984
Social worker BSW	4	46.133	47.517
Geriatric Assessor	5	47.738	49.171
Rapid Response Nurse	6	49.845	51.340
Mental Health and Addictions Nurse			
Respite Relief Mediator			
Physiotherapist (BSc, MSc)			
Occupational Therapist (BSc, MSc)			
Dietitian			
Professional Practice Leader			
Wound Care Specialist			
System Navigator			
<b>Level 6</b>	<b>Step</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
Business Intelligence Partner	1	44.533	45.869
Business Analyst	2	45.286	46.645
	3	46.104	47.488
	4	47.766	49.199
	5	49.516	51.001
	6	51.713	53.265
<b>Level 7</b>	<b>Step</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
Social Worker MSW	1	45.882	47.259
Speech Language Pathologist	2	46.659	48.059
	3	47.502	48.927
	4	49.213	50.689
	5	51.016	52.547
	6	53.281	54.880
<b>Level 8</b>	<b>Step</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
Epidemiologist	1	45.822	47.196
Health Systems Performance Specialist	2	47.906	49.343
	3	50.084	51.586
	4	52.361	53.931
	5	54.741	56.383
	6	57.230	58.946

<b>Level 9</b>	<b>Step</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
Nurse Practitioner	1	58.111	59.855
	2	59.100	60.873
	3	60.165	61.970
	4	62.257	64.125
	5	64.591	66.529
	6	67.498	69.523
* A premium of \$2.00 per hour for all hours worked for the Professional Practice Leader, Educator (Educator premium effective January 1, 2025) or acting in a Professional Practice Leader capacity in Level 4, 5, 6, 7, 8, 9			

## **Letter of Understanding #1**

**-between-**

**Home and Community Care Support Services: Champlain**

**-and-**

**The Ontario Public Service Employees Union/Syndicat des employés de  
la fonction publique de l'Ontario  
and its Local 4101**

Re: Workload Concerns and Remedy Process

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.

The local parties will agree to develop a template and the system to be used where employees can document their workload concern and final outcome can be documented.

If the matter remains unresolved, it will be referred to the next LHIN Employer/Employee Relations committee as a formal agenda item. Both parties will agree to be proactive in finding solutions to resolve the issues.

Dated this 28th day of August, 2024.

On behalf of the Union

Signed by:

*Annie M. Bohner*

4C1F322A662E47F...

Signed by:

*Clairine Giles*

359099D5000E463...

Signed by:

*Karine Dulude*

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*Karie Whates*

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Signed by:

*Maria Desloges*

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Signed by:

*Stephan Lemaire*

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DocuSigned by:

*Sophie Shamoon*

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On behalf of the Employer

Signed by:



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Signed by:

*Darryl Gavard*

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## **Letter of Understanding #2**

**-between-**

**Home and Community Care Support Services: Champlain**

**-and-**

**The Ontario Public Service Employees Union/Syndicat des employés de  
la fonction publique de l'Ontario  
and its Local 4101**

Re: Minutes of Settlement – Early Referral Services Program April 24, 2012

The Parties agree to meet, discuss and negotiate an updated Minutes of Settlement. Should the Parties be unable to reach a settlement, it is further agreed that the matter will be referred to Arbitrator Goodfellow.

Dated this 28th day of August, 2024.

On behalf of the Union

Signed by:

*Annie M. Bohne*

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Signed by:

*Clairine Giles*

359899D5889E463...

Signed by:

*Karine Dulude*

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DocuSigned by:

*Katie Whates*

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Signed by:

*Maria Desloges*

425E7B7CBC174B9...

Signed by:

*Stephan Lemaire*

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DocuSigned by:

*Sophie Shamoon*

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On behalf of the Employer

Signed by:



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Signed by:

*Darryl Gavard*

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## **Letter of Understanding #3**

**-between-**

**Home and Community Care Support Services: Champlain  
-and-**

**The Ontario Public Service Employees Union/Syndicat des employés de  
la fonction publique de l'Ontario  
and its Local 4101**

Re: Nurse Practitioner On Call (Time in Lieu)

Whereas Article 16.08 of the Collective Agreement does not contemplate time in lieu of payment for any hours an employee is called to work when on standby; and

Whereas the Union has requested consideration be given to the Palliative Nurses Practitioner group for time in lieu of payment; and

Whereas the Employer is desirous of providing flexibility so long as operational requirements are not impeded.

The parties agree without prejudice or precedent to the following:

1. The Employer will allow full-time (1.0) members of the Palliative Nurse Practitioner group to accumulate a maximum of seven (7) hours of time in lieu during their weekend on call shift. These seven (7) hours must be used in the week immediately following the weekend in which they were accumulated; unused hours will be paid as per Article 16.08.

2. A maximum of twenty-eight (28) hours of time in lieu of payment can be used in a payroll year by each full-time (1.0) Palliative Nurse Practitioner.

Dated this 28th day of August, 2024.

On behalf of the Union

Signed by:

*Annie M. Bahner*

4C1F322A662E47F...

Signed by:

*Clairine Giles*

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Signed by:

*Karine Dulude*

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DocuSigned by:

*Karie Whates*

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Signed by:

*Maria Desloges*

425E7B7CBC174B9...

Signed by:

*Stephan Lemaire*

AA3AC8A3AF58C4B1...

DocuSigned by:

*Sophie Shamoon*

005698DBEA9549F...

On behalf of the Employer

Signed by:

*Darryl Gavard*

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Signed by:

*Darryl Gavard*

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## **Letter of Understanding #4**

**-between-**

**Home and Community Care Support Services: Champlain**

**-and-**

**The Ontario Public Service Employees Union/Syndicat des employés de  
la fonction publique de l'Ontario  
and its Local 4101**

Re: French Language Services

The Employer agrees to provide an update on French Language Services activities and the status of Designated Bilingual Positions in the organization and have a discussion on this topic with the Union on an annual basis, during a regularly scheduled Union Management Advisory Committee meeting.

Dated at Ottawa this 28th of August, 2024.

On behalf of the Union

Signed by:

*Annie M. Bahner*

4C1F322A662E47F...

Signed by:

*Clairine Giles*

359899D5889E463...

Signed by:

*Karine Dulude*

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DocuSigned by:

*Karie Whites*

3FET1E75C9E84426...

Signed by:

*Maria Desloges*

425E7B7CBC174B9...

Signed by:

*Stephan Lemaire*

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DocuSigned by:

*Sophie Shamoon*

005698DBEA9549F...

On behalf of the Employer

Signed by:

*Darryl Gavard*

F0536A7682A243B...

Signed by:

*Darryl Gavard*

CEC09109410040A...

## **Letter of Understanding #5**

**-between-**

**Home and Community Care Support Services: Champlain**

**-and-**

**The Ontario Public Service Employees Union/Syndicat des employés de  
la fonction publique de l'Ontario  
and its Local 4101**

Re: Disclosure Directive(s)

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

Dated at Ottawa this 28<sup>th</sup> of August, 2024.

On behalf of the Union

Signed by:

*Annie M. Bohner*

4C1F322A602E47F...

Signed by:

*Elaine Giles*

359899D5889E463...

Signed by:

*Karine Dulude*

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*Katie Whates*

3FE1E75C9E84426...

Signed by:

*Maria Desloges*

425E7B7CBC174B9...

Signed by:

*Stephan Lemaire*

AA3A6A3AF56C4B1...

DocuSigned by:

*Sophie Shamoon*

005698DBEA9549F...

On behalf of the Employer

Signed by:

*Darryl Gavard*

F053047082A243B...

Signed by:

*Darryl Gavard*

CEC89109410840A...

## **Letter of Understanding #6**

**-between-**

**Home and Community Care Support Services: Champlain**

**-and-**

**The Ontario Public Service Employees Union/Syndicat des employés de  
la fonction publique de l'Ontario  
and its Local 4101**

Re: Pandemic and Emergency Order Related

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.

Dated at Ottawa this 28th of August, 2024.

On behalf of the Union

Signed by:

*Annie M. Bohner*

4C1F322A002E47F...

Signed by:

*Clarie Giles*

359899D5889E463...

Signed by:

*Karine Dulude*

D973EE9E8DE847A...

DocuSigned by:

*Katie Whates*

3F1E75C9E84426...

Signed by:

*Maria Desloges*

425E7B7CBC174B9...

Signed by:

*Stephan Lemaire*

AASA0A3AF50C4B1...

DocuSigned by:

*Sophie Shamoon*

005698DBEA9549F...

On behalf of the Employer

Signed by:

*Darryl Gavard*

F055047002A243B...

Signed by:

*Darryl Gavard*

CEC89109410840A...

**Letter of Understanding #7**  
**-between-**  
**Home and Community Care Support Services: Champlain**  
**-and-**  
**The Ontario Public Service Employees Union/Syndicat des employés de**  
**la fonction publique de l'Ontario**  
**and its Local 4101**

Re: Vacation Scheduling Guideline for OPSEU/SEFPO Employees

Purpose

This guideline is to provide clarity to OPSEU/SEFPO employees and Managers with respect to Article 20.02 – Scheduling of Vacations and the order of preference when approving vacation requests.

Scope

This guideline covers the vacation period of June 1 to Labour Day and does not apply to other vacation periods or peak times.

This guideline is not intended to guarantee that any vacation request will be approved. Vacation quotas are outside of the scope of this guideline.

Background

Article 20.02 states that seniority within teams will determine order of preference when granting vacations. That is, when more than one employee requests the same vacation period, the senior employee is given preference

Article 20.02 also states that no employee shall be granted more than two weeks' vacation unless all employees on the team requesting two weeks have received it.

Process for Approving Vacation

- Vacation requests, to a maximum of two weeks, will be approved based on seniority
- For the purpose of vacation scheduling, week will be defined as Monday-Sunday

- If an employee requests less than 35 hours of vacation in a week, it is considered as a week of vacation for the purposes of granting two weeks' vacation and vacation preference
  - Example 1: An employee requests only Friday as a vacation day. If the vacation day is approved based on the employee's seniority, it is treated as one of the employee's two weeks of vacation preference.
  - Example 2: An employee requests Wednesday to Tuesday as vacation. Although the employee is only using 35 hours of vacation, it is considered two weeks of vacation for the purposes of vacation preference.
- Once those employees requesting up to two weeks have had that time approved, additional requests received prior to or on the vacation submission deadline for vacation in excess of two weeks will be approved based on seniority.
- All requests received after the vacation submission deadline will be approved on a first come basis.

Dated at Ottawa this 28th of August, 2024.

On behalf of the Union

Signed by:  
**Annie M. Bahner**  
 4C1F322A662E47F...

Signed by:  
**Clarie Giles**  
 359899D5889E463...

Signed by:  
**Karine Dulude**  
 D973EE9E8DE847A...

DocuSigned by:  
**Katie Whates**  
 3FE1E75C9E84426...

Signed by:  
**Maria Desloges**  
 425E7B7CBC174B9...

Signed by:  
**Stephan Lemaire**  
 AA3ACAA3AF58C4D1...

DocuSigned by:  
**Sophie Shamoon**  
 005698DBEA9549F...

On behalf of the Employer

Signed by:  
  
 F053047082A243B...

Signed by:  
**Darryl Gavard**  
 GCE00100410040A...

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## **Letter of Understanding #8**

**-between-**

**Home and Community Care Support Services: Champlain**

**-and-**

**The Ontario Public Service Employees Union/Syndicat des employés de  
la fonction publique de l'Ontario  
and its Local 4101**

Re: Pay Equity

Whereas the parties met in mediation on May 11<sup>th</sup>, 2024 and;

Whereas the parties have agreed to meet within 30 days of ratification to discuss their obligations under the Pay Equity Act.

It is further understood that the parties will develop and jointly maintain the pay equity plan.

Dated at Ottawa this 28th of August, 2024.

On behalf of the Union

Signed by:

*Annie M. Bohner*

4C1F322A062E47F...

Signed by:

*Elaine Giles*

359899D5889E463...

Signed by:

*Karine Dulude*

D079EE9E0DE047A...

DocuSigned by:

*Karie Whates*

3F1E75C9E84426...

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*Maria Desloges*

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*Stephan Lemaire*

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005698DBEA9549F...

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F053647682A243B...

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CEC89109410840A...