

Collective Agreement

between

**Ontario Public Service Employees Union/
Syndicat des employés de la fonction publique do
l'Ontario**

on behalf of its Local 274

and

**Hamilton Niagara Haldimand Brant Local Health
Integration Network, carrying on business as “Home
and Community Care Support Services: Hamilton
Niagara Haldimand Brant” (HCCSS HNHB)**

DURATION: April 1, 2023 – March 31, 2025



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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all office, clerical and technical Employees employed by the Employer, save and except Executive Assistants to the Executive Director, Senior Administrative Assistants to Senior Directors, Administrative Assistants to Directors, Supervisors and persons above the rank of Supervisor, persons employed in a confidential capacity pursuant to Section 1(3)(b) of the *Ontario Labour Relations Act*, and co-op students.

2.02 The following definitions shall be applied to this Agreement:

- (a) A Full-Time Employee is one who is employed and scheduled to work Full-Time hours as per Article 16.01 in this Agreement.
- (b) A Permanent Part-Time Employee is one who is employed to work on a regularly scheduled basis for less than the hours of a Full-Time Employee.
- (c) A Relief Employee is one who is employed irregularly on a relief basis as and when required by the Employer. In addition, a Relief Employee may work for a fixed term or task.

2.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural.

2.04 A representative of the Union shall be allowed a reasonable period of time of thirty (30) minutes maximum within regular working hours to meet with new Employees during their first month of employment and to discuss the Agreement and Union membership.

2.05 The Employer will not negotiate with an individual Employee(s) or make any agreement directly with an individual Employee(s) which conflicts with the term of this Collective Agreement.

ARTICLE 3 – WORK OF THE BARGAINING UNIT

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

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes that the management, supervision and direction of the workplace is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency, establish and enforce reasonable rules, regulations, policies and practices to be observed by Employees provided that they are not inconsistent with the provisions of this Agreement.
- (b) Hire, classify, direct, transfer, promote, demote, assign Employees to tasks, layoff, discipline, or discharge Employees, provided that a claim of improper classification, or layoff, discipline or discharge without just cause may be a subject of a grievance to be dealt with as herein provided.
- (c) Determine in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing work, job content, scope of services to be provided and the working establishment for any service.
- (d) Generally to manage and operate the establishment in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, services to be provided, the allocation and number of Employees required from time to time, the standards of performance for all Employees and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

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 (including pregnancy and breastfeeding), citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation.

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

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

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

ARTICLE 7 – UNION SECURITY

Deduction of Dues

7.01 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.

7.02 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

7.03 The Employer shall provide the Union with names, and addresses of new members of the Bargaining Unit within one (1) 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.

7.04 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.

7.05 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 Staff Representative/Local Executive officers. Such consent shall not be unreasonably withheld.

7.06 The Employer shall provide each Employee with a T4 supplementary slip, showing the dues deducted in the previous year for income tax purposes.

7.07 The Employer shall provide each Employee with a T2200 form upon request. It is understood that the Employer will notify the Employee of its availability annually.

ARTICLE 8 – REPRESENTATION AND COMMITTEES

8.01 **Local Negotiating Committee**

(a) The Employer will recognize a Negotiating Committee of the Union, to consist of not more than five (5) Bargaining Unit Employees and a Staff Representative of OPSEU.

(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.

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

8.02

OPSEU-HR COMMITTEE

There shall be an OPSEU-HR Committee comprised of at least one (1) Employee representative from each branch location and the Local President or designate, appointed by the Union and Employer representatives which shall include the branch Directors or designates and the director of Human Resources or designate.

- (a) The Union may have the assistance of a union Staff Representative and the Employer may have the assistance of an outside resource person at any meeting of the OPSEU-HR Committee.
- (b) The purpose of OPSEU- HR Committee is to provide a forum for ongoing communication to discuss items which are of mutual concern to management and the employees. The parties agree that Equity in the Workplace is an appropriate issue for discussion at OPSEU- HR Committee. With advance notice, either party may request to have representation of a bargaining unit member or an employer representative who identify with the topic of Equity for discussion.
- (c) The Committee will meet at least quarterly or as required. Both parties agree to alternate co-chairing of the meetings. The agenda for the meeting will be distributed at least (7) seven days prior to the meetings.

(d) The Employer shall provide a recorder for the minutes. Draft minutes of the meeting will be circulated to the participants within ten (10) days of the meeting for finalization.

8.03 Provincial Labour Management

The parties agree to meet twice per year (or sooner if mutually agreed to by the parties) to discuss issues that may have an impact on the Bargaining Units throughout the province or that may require discussion on issues considered central to the existing Collective Agreements. The parties agree that these meetings will take place through teleconferencing/ videoconferencing. The meetings shall be limited to a two (2) hour period with agenda items identified at least one (1) 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.

8.04 Grievance Meetings

The Union acknowledges that Stewards and the Chief Steward have regular duties to perform on behalf of the Employer and will not attend to grievances during their working hours unless absolutely necessary or for grievance meetings scheduled with the Employer. Employees will not leave their duties without first obtaining the permission of their immediate Supervisor, which permission shall not be unreasonably withheld. The Employer will schedule grievance meetings during the workday. In the matter of group grievances the parties acknowledge that no more than three (3) grievors will attend a grievance meeting.

8.05 Communication

(a) Correspondence between the Employer and the Union arising out of this agreement or incidental thereto shall pass to and from the Vice President, People and Talent Management or their designate and the local Union President by email or in a sealed envelope.

(b) The Union shall keep the Employer notified, in writing, of the names of Committee Members, Stewards, and Local Officers.

8.06 Return to Work Representation

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.

8.07 Union Representation

(a) The Employer agrees to recognize Union representatives to be elected or appointed from amongst Employees in the Bargaining Unit for the purpose of dealing with Union business as provided in this Collective Agreement.

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

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

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

9.02 Complaint Stage

Should any dispute arise between the Employer and an Employee (individual), or between the Employer and the Union (Policy), or between the Employer and a group of Employees (Group) who have identical grievances, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, the Employee or Union shall first discuss the complaint informally with the Manager within fourteen (14) calendar days following the issue giving rise to the complaint or when the Employee ought to have reasonably become aware of the issue giving rise to the complaint.

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

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

9.03 Grievance Stage

Failing resolution under the Complaint stage, the Employee may submit a written grievance, signed and dated, to the Director of Human Resources or designate. A grievance shall identify the nature of the grievance and the remedy sought.

Once a written grievance is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as

necessary to discuss the issue and attempt to arrive at a resolution. In addition to the OPSEU Union Steward, an OPSEU Staff Representative is entitled to attend such meetings.

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

9.04 Arbitration Stage

With respect to any grievance referred to arbitration the parties may jointly agree that the arbitrator has the powers of a mediator/arbitrator under the *Ontario Labour Relations Act*.

- (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. Fees and expenses of the arbitrators shall be borne in equal shares by the Employer and the Union.
- (b) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.

9.05 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.

9.06 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 9.09.

9.07 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.

9.08 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.

9.09 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.

9.10 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.

9.11 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.

9.12 All references in the above Article to a Sole Arbitrator shall be taken to include a Board of Arbitration, if necessary.

9.13 **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 ten

(10) days of the referral, the matter should then proceed to Arbitration as outlined in the Collective Agreement.

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

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

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

ARTICLE 10 – DISCHARGE AND SUSPENSION

10.01 The Employer shall not discharge or suspend without just cause, any Employee who has completed their probationary period. In the event an Employee who has completed their probationary period grieves a discharge or suspension, such grievance may be submitted under Article 9.03 of the grievance procedure within ten (10) calendar days.

10.02 If an Employee is disciplined, suspended or discharged, any formal discipline meetings with management will have a Union President or designate present and a copy of the letter of discipline, suspension or discharge shall be provided to the Local Union President.

10.03 Any letter of reprimand, suspension or other sanction will be removed from the personnel record of an Employee after a period of eighteen (18) months following the receipt of such letter, provided that there has been no subsequent discipline during the eighteen (18) month period.

Each Employee shall have access to their personnel file in accordance with HCCSS HNHB Policy and Procedures. A request by an Employee for a copy of documents in their file will not be unreasonably denied.

Access to the Employee's personnel file shall be given to the Employee within three (3) working days.

Any disagreement as to the accuracy of disciplinary information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the Employee record.

An Employee shall have the right to make copies of any material contained in their personnel file.

10.04 A probationary Employee may be discharged at the sole discretion of the Employer for any reason provided that such decision is made in good faith and is not contrary to law. It is understood that "good faith" includes the Employer's obligation to provide a written assessment within the first three (3) months or first four hundred and fifty five (455) hours to the probationary Employee and to identify areas of needed improvement and assistance where appropriate. Such release shall not be subject to the grievance procedure provided the release is made in good faith and is not contrary to law.

ARTICLE 11 – SENIORITY

Probationary Period/Probationary Employee

11.01 (a) A newly employed Full-Time Employee shall be considered a probationary Employee until they have completed six (6) months of continuous employment, after which their name shall be placed on the seniority list and their seniority shall commence from the date of their employment with the Employer.

(b) A newly employed Permanent Part-Time Employee shall be considered a probationary Employee until they have completed nine hundred and ten (910) hours or six (6) months of continuous employment, whichever occurs later, after which their name shall be placed on the seniority list and their seniority shall commence from the date of their employment with the Employer.

(c) A newly employed Relief Employee shall be considered a probationary Employee until they have completed nine hundred ten (910) hours or six (6) months of continuous employment, whichever occurs later, after which their name shall be placed on the relief seniority list and their seniority shall commence from the date of their employment with the Employer.

(d) If the need for an extension to the probationary period arises, based on the written assessment of the Employee's work, it can be extended in writing with notice provided to the Union. Such extension may be up to three (3) months.

(e) An Employee on probation may not be transferred into another position until they have successfully completed their probation, except where the original position is abolished at which time the provisions of Article 14 will apply.

11.02 Seniority lists based on hours shall be maintained for Employees covered by this Agreement who have completed their probationary period. For Full-Time Employees their hours for seniority purposes will be recorded as thirty- five (35) hours per week. For Permanent Part-Time Employees their hours for seniority purposes will be recorded on the basis of all hours paid to a maximum of thirty- five (35) hours per week. Separate seniority lists will be prepared twice per calendar year, as at the end of the pay period in which January 31 and July 31 fall and will be forwarded to the Union within fourteen (14) calendar days following the end of the applicable pay period.

11.03 For seniority and service eighteen hundred and twenty (1820) hours worked shall equal one year Full-Time service.

11.04 An Employee's full seniority based on hours worked shall be retained by the Employee in the event that they are transferred from Full-Time to Permanent Part-Time or vice versa based on the formula in Article 11.03.

11.05

- (a) Seniority shall be retained and accumulate when an Employee is absent from work under the following circumstances:
 - (i) On an approved leave of absence with pay;
 - (ii) On an approved leave of absence without pay of sixty (60) continuous calendar days or less;
 - (iii) When in receipt of paid sick leave or long term disability;
 - (iv) When in receipt of benefits under the *Workplace Safety and Insurance Act*;
 - (v) When absent on an authorized Pregnancy or Parental leave of absence, as defined by the *Employment Standards Act*.
- (b) Seniority shall be retained but not accumulate when an Employee is absent from work under the following circumstances:
 - (i) Approved leave of absence without pay of more than sixty (60) continuous calendar days;
 - (ii) For a period of twenty-four (24) months after lay-off.
- (c) An Employee shall lose all seniority and shall be deemed to have terminated employment if the Employee:
 - (i) Quits or retires;
 - (ii) Is discharged and is not reinstated through the Grievance or Arbitration Procedure;

- (iii) Is laid off for a period of more than twenty-four (24) months;
- (iv) Is absent from work without permission for a period of five (5) consecutive working days unless a satisfactory explanation is established for such absence;
- (v) Fails to return to work within ten (10) calendar days, unless a satisfactory explanation is established, from the date the Employer sent an overnight priority courier letter addressed to the last address of the Employee recorded with the Employer advising of recall or such greater period of time as may be agreed upon by the parties. A copy of the registered letter shall be forwarded at the same time to the Local President.

11.06 No Employee shall be transferred to a position outside the Bargaining Unit without their consent. An Employee who accepts a position outside the Bargaining Unit shall retain but not accrue Bargaining Unit seniority while in that position during the first eighteen (18) months following such transfer, at which time seniority in the Bargaining Unit shall be lost and the person shall no longer have any right to return to the Bargaining Unit. Once an employee has completed their transfer they shall not be transferred to another position outside of the bargaining unit until they have completed nine (9) months back in the bargaining unit, unless agreed to otherwise by the employer and the union.

ARTICLE 12 – POSTING AND FILLING OF VACANCIES

12.01 (a) The Employer agrees to post notices of permanent vacancies greater than six (6) months in length and new positions within the Bargaining Unit. Such notice will be posted on the Employer's intranet for a period of seven (7) calendar days. All subsequent posting(s) shall be posted on the Employers intranet for seven (7) calendar days. All postings shall be provided by electronic mail with a link to full details.

Where an Employee without internet access is unable to apply electronically, alternate arrangements will be mutually agreed to between the Employer and the Employee. Employees on a leave where their internet account is not suspended (ie vacation) are responsible for their own applications and response to subsequent offers within the given time frame. Employees on an LOA with no HCCSS HNHB email account access can opt to join an email distribution list with their personal email for the duration of their LOA.

The parties agree there will be flexibility for applications not received in the seven day posting period due to technological breakdowns.

- (b) The posting of vacancies shall state, where applicable, the title of the position, classification, salary range, qualifications required, summary of functions and skills, and office location including team; Branch and current hours of work. All postings shall identify the date posted and deadline for applications. All applications will be acknowledged by the Employer.
- (c) An applicant who is invited to attend an interview shall be granted time off with no loss of pay and with no loss of credits to attend the interview. Applicants who are interviewed will have their mileage expensed to the Employer.
- (d) An applicant must be available to participate fully in the selection process no later than ten (10) working days after the close of the posting or at some other later time set by the Employer.

12.02 Employees wishing to apply for such posted vacancies must make written application to the Employer within seven (7) calendar posting days.

12.03 Filling of posted vacancies within the Bargaining Unit will be based primarily on the qualifications, experience, skill, and ability of applicants for the vacancy concerned, but where these factors are relatively equal as between two (2) or more qualified applicants, seniority will govern. Where there are no applicants for a posted vacancy or where no qualified applicants have applied, such vacancy shall be filled at the discretion of the Employer. At the discretion of the Employer, interviews need not be conducted where all applicants are in the same position as the posted position. It is understood that where interviews are not held, seniority will govern.

12.04 It is further agreed and understood that the Employer will have the right to fill such posted vacancy during the period from when such vacancy arose until arrangements have been made to permit the successful candidate to be assigned to the vacancy concerned provided no applicant for a posted vacancy is advantaged by filling the position on this basis.

The Employer will undertake to have the successful applicant placed in their new position within twenty-one (21) calendar days of,

- (i) The targeted start date as found on the job posting,

(ii) The date written acceptance is received from the successful applicant, whichever is later.

If the Employer is not able to place the successful applicant within the new position in a timely manner, and there is a higher difference in the wage rate and/or eligibility for benefit coverage, the Employer will begin paying the successful applicant at the higher wage rate and/or benefit eligibility will commence as of the date the Employee ought to have been placed in the position.

12.05 (a) An Employee who successfully applies for a posted permanent position may not be considered for another position until they have completed nine (9) months of active service in the new position.

(b) An Employee, who successfully applies for a posted temporary position may not be considered for another temporary position until they have completed the original length of the temporary posted position and have returned to their permanent position for a period of no less than nine (9) months. Relief employees will be considered before permanent employees for terms of less than nine (9) months in length. The relief employee in these circumstances will not be extended beyond the nine (9) month term without the agreement of the Union.

(c) A permanent employee in a term is eligible to be considered for another permanent position.

(d) Notwithstanding paragraphs (a) and (b) above Employees will be considered for posted vacancies that would result in a change in their status from temporary (holding no permanent FTE) to permanent; temporary Part-Time to temporary Full-Time; Permanent Part-Time to Permanent Full-Time; Permanent Full-Time to Permanent Part-Time; or, casual to Permanent Full-Time or Permanent Part-Time or a permanent branch change; or a change in wage classification.

12.06 A vacancy shall exist when the Employer deems that a position be filled and where:

(a) An existing position is permanently vacated by the regular incumbent, or

(b) An existing position is temporarily vacated by an Employee while on an approved leave of absence for a period in excess of six (6) months, or

(c) A new position is established within the Bargaining Unit.

12.07 A temporary vacancy which has been posted and pilot projects which have been filled may be extended for one (1) additional period of six (6) months. Where the situation warrants extending the position longer this shall be subject to the mutual agreement of the Employer and the Union. Pilot projects will be offered to full time staff prior to part time and relief staff regardless of length.

ARTICLE 13 – JOINT OCCUPATIONAL HEALTH AND SAFETY

Health and Safety Committee

13.01 The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent accidents, injury and illness. The parties agree to promote health & safety throughout the organization and the Employer further agrees to continue to make reasonable provisions for the health and safety of Employees during hours of employment.

13.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to recognize a Joint Health and Safety Committee (JHSC), which may include branch committees, as required by legislation.

13.03 The JHSC shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to health and safety.

13.04 The JHSC shall meet at least quarterly or more frequently upon request. The Parties agree that such request shall not be unreasonable and must have a direct relation to a specific concern, risk or incident. The duties of co-chairs 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 Health and Safety Committee bulletin boards or the Intranet.

13.05 Any union representative elected or appointed in accordance with this Article shall serve for a term of two (2) calendar years from the date of appointment, which may be renewed for further periods. Any representative attending meetings of the JHSC during their scheduled hours of work shall not lose regular earnings as a result of such attendance.

13.06 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.

13.07 The parties recognize the benefits of training for Employees involved in direct care with respect to personal safety in the course of their employment duties, the content of which will be discussed and recommended by the parties from time to time through the JHSC.

13.08 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)].

13.09 A Supervisor or designate will be available to accompany an Employee if requested for reasons of personal safety.

13.10 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.

ARTICLE 14 – LAYOFF AND RECALL

14.01 A layoff is defined as a reduction in the regular hours of a position or the elimination by the Employer of one (1) or more Bargaining Unit positions.

14.02 Employees whose jobs are being transferred/relocated or in any way redeployed to a new Branch from their original Branch may exercise their rights under the Layoff and Recall provisions of this Collective Agreement.

14.03 The Employer shall provide notice of indefinite layoff as required by the *Employment Standards Act* or minimum sixty (60) days, whichever is greater, or pay in lieu of such notice, or a combination of both, to an affected Employee. A copy of any notice of layoff will also be provided to the Local Union President.

14.04 In the event of an indefinite lay-off of an Employee(s), the Employer shall first meet with the Union:

- To review the reasons for the layoff;
- To inform the Union of the service which the Employer will undertake after the layoff; and

- (c) To discuss the method of implementation including the area(s) of cutback and the Employees to be laid off; and
- (d) To discuss potential alternatives including voluntary early retirements.

Any agreement reached between the Employer and the Union concerning the method of implementation, in cases of indefinite layoff, will be binding upon the parties and all Employees, despite the provisions of this Agreement.

14.05

- (a) When an Employee elects to exercise their seniority rights, the Employee will displace the least senior Employee, with similar hours of work in their Branch, who is in the same band as their own classification provided the Employee has the necessary qualifications; other than a five (5) day orientation or up to ten (10) days as determined by the Employer.
- (b) In the event there is no Employee with similar hours of work, the Employee will then displace the least senior Employee in their Branch who is in the same or lower pay band provided the Employee has the necessary qualifications; other than a five (5) day orientation or up to ten (10) days as determined by the Employer.
- (c) In the event that there is no Employee who is less senior in their Branch, they may opt to displace the least senior Employee, in any of the Branches provided the Employee has the necessary qualifications; other than a five (5) day orientation or up to ten (10) days as determined by the Employer.

For clarification similar hours of work refers to Monday to Friday, days, afternoons or weekends.

- (d) It is understood that the Employer will exercise its right to layoff in a manner that prefers Full-Time and Permanent Part-Time work over relief work, where operational considerations allow. The parties may agree to different arrangements pursuant to Article 14.04 other than a five (5) day orientation or up to ten (10) days as determined by the Employer.

14.06 A laid off Employee shall have recall rights and shall continue to retain seniority for a period of twenty-four (24) months. After this period has elapsed, the Employee's name shall be removed from the seniority list and they shall be deemed to have been terminated.

14.07 The Employer will not hire any new Employees or post any vacancies where there is an Employee on layoff who has the qualifications, experience, skill and ability for the position, provided the position is in the same or lower pay band as the position from which the Employee was laid off.

14.08 Any Full-Time or Permanent Part-Time Employee who is laid off may, at their option, enter into the relief pool and will be placed on the relief list on the basis of their seniority. An Employee may accept relief work from the Employer during their period of layoff without prejudicing their rights under this Article (but it shall not affect the period of time under 14.06 above). On a branch by branch basis, Relief Employees will not be regularly scheduled ahead of Employees on layoff who have elected to enter into the relief pool who are qualified to do the available work.

14.09 The Employer shall, subject to the provisions of the relevant benefit plan(s), permit an Employee to participate in the group benefits plan, (and pension contributions as may be permitted by HOOPP); during their period of layoff (to a maximum of twenty-four (24) months following the date of layoff) provided they pay both the Employer and Employee share of these premiums or contributions.

14.10 Recall notices shall be sent by overnight priority courier to the last address filed with the Employer. The Union shall receive a copy of all notices of recall. An Employee with recall rights must notify the Employer of any change of address.

14.11 If within ten (10) calendar days after being notified of the notice of recall, an Employee fails to notify the Employer that they intend to return to work, or if they fail to return to work within ten (10) calendar days of the date requested by the Employer for their return to work, they shall lose all seniority, their name shall be removed from the seniority list and they shall be deemed to have been terminated unless a satisfactory explanation is established for failure to notify the Employer or failure to return to work.

14.12 Upon recall to employment in the same classification, the Employee shall be placed on the wage grid at a rate no less than their rate of pay on the date of layoff. In the event of recall to a classification in a lower pay band, they shall be placed on the wage grid at the rate closest to their rate of pay on the date of layoff.

14.13 **Severance and Termination Pay**
The Employer shall comply with the provisions of the *Employment Standards Act* with respect to notice of termination or pay in lieu (or a combination of both) and severance pay.

14.14 **Restructuring**

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

ARTICLE 15 – LEAVES OF ABSENCE

15.01 **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.

15.02 **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 includes pension contributions as may be permitted by HOOPP, shall be maintained by the Employer in the amount of the daily rate of the Employee. The Employer will bill the Union for the Employee's salary and benefits for the period of the leave. It is agreed that seniority, sick leave and vacation will continue to accumulate during such leaves.

The Employer agrees to provide paid time off for the Local President for the purpose of conducting Union business related to the administration of the Collective Agreement between the parties and matters related thereto. The Local President may take a maximum of and the Employer will pay for up to thirty- five (35) hours per month, such hours to be taken at times mutually agreed between the Local President and their Manager in advance. This time may neither be carried over beyond the month in

which it is allocated nor transferred to others unless the Local President is on leave for more than thirty (30) days and then the Acting President will be provided with the time off.

15.03 Leave, OPSEU Executive Board of Directors

An Employee, who is elected to the Executive Board of Directors of the Ontario Public Service Employees Union or any other Provincial Committee of the Ontario Public Service Employees Union, other than to the offices of provincial President or First Vice President, shall be granted a leave of absence without pay. Leave of absence under this provision shall be in addition to the Union Leave provided in Article 15.02 above. During such leave, the Employee's salary and applicable benefits, which includes pension contributions as may be permitted by HOOPP, shall be maintained by the Employer and the Ontario Public Service Employees Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is agreed that seniority, sick leave and vacation will continue to accumulate during such leaves.

15.04 Leave, OPSEU President and First Vice-President

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

15.05 Overstaying a leave of absence without written permission from the Chief Executive Officer or the Director of Human Resources (which permission shall not be unreasonably denied) will be considered as just cause for termination of employment unless a satisfactory explanation is provided promptly.

15.06 Jury and Witness Duty

If an Employee is required to attend 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 (½) of the normally scheduled shift.

15.07

Bereavement Leave

- (a) An Employee is entitled to up to five (5) working days leave with pay related to the death of their spouse (including common law or same sex spouse resident with the Employee), parent, or child (including child of common law spouse, step-child or ward of the Employee).
- (b) An Employee is entitled to up to three (3) working days leave with pay related to the death of their step-father, step-mother, foster parent, brother, sister, step-brother, step-sister, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, fiancé, former legal guardian, father-in-law, mother-in-law, and any relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- (c) An Employee is entitled to one (1) working day's leave with pay related to the death of their grandparent-in-law, former spouse, aunt, uncle, niece, or nephew.
- (d) If, during a period of leave with pay, an Employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under paragraphs a) or b) of this Article, the Employee shall be granted bereavement leave with pay and the end date of their leave with pay under the Agreement will be extended by the relevant number of day(s).
- (e) On request, the Chief Executive Officer or the Director of Human Resources may grant a leave with or without pay for a period greater than that provided for in paragraphs (a) and (b) of this Article.

- (f) In the event an Employee is asked to serve as pallbearer, deliver a eulogy or conduct themselves in an official and integral capacity in the service, or attend an interment for an immediate relative, the Employee shall be granted a one (1) day leave of absence, without loss of pay or benefits.
- (g) Subject to client service and operational requirements, up to one-half day's leave with pay may be granted to attend the funeral of a colleague employed by the Employer.
- (h) Additional leave of up to two (2) working days shall be granted where travel over 400 km is required for any leave under Bereavement Leave.

15.08 Compassionate Leave

In the event of an illness in the immediate family of an Employee, leave may be granted with pay up to a maximum of three (3) days in each calendar year.

15.09 Pregnancy and Parental (Adoption) Leave

Pregnancy and parental (adoption) leave shall be granted in accordance with the provisions of the *Employment Standards Act* of Ontario. Employee benefits during such leaves will be continued in accordance with the provisions of the *Employment Standards Act* of Ontario; sick leave and vacation credits will also accumulate during such leaves.

Employees who are birth mothers will be eligible for a top-up plan for pregnancy and parental leave for a period of up to twenty-six (26) weeks in total. Such Employees must apply for and receive Employment Insurance benefits. For such Employees the Employer will top-up the difference between Employment Insurance benefits and eighty-four percent (84%) of the Employee's regular salary for up to the first seventeen (17) weeks of pregnancy leave and the first nine (9) weeks of parental leave.

Employees who are not birth mothers will be eligible for a top-up plan for parental (adoption) leave for a period of up to seventeen (17) weeks in total. Such Employees must apply for and receive Employment Insurance benefits. For such Employees the Employer will top-up the difference between Employment Insurance benefits and eighty-four percent (84%) of the Employee's regular salary for up to the first seventeen (17) weeks of parental (adoption) leave.

The parties acknowledge their intention above to treat all birth mothers the same in terms of top-up for pregnancy and parental leaves and all

non-birth mothers the same in terms of top up for parental (adoption) leave.

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

15.10 Military Leave

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

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

15.11 Employee Benefits during Unpaid Leaves of Absence

The provisions below apply except where expressly modified by the parties elsewhere in this Agreement.

(a) An Employee granted an unpaid leave of absence will continue to accumulate all benefits during the first thirty (30) consecutive calendar days. The provisions of b) to e) below apply to the status of Employee benefits during unpaid leaves of absence after the first thirty (30) consecutive calendar days.

(b) Sick Leave Credits

During the period of an unpaid leave, sick leave credits will be carried forward but will not accumulate.

(c) Vacation Credits

Vacation credits will not accumulate but will carry forward unless the Employer and the Employee mutually agree to pay out outstanding credits. However for leaves greater than six (6) months, the Employer may cash out outstanding vacation credits to the Employee.

(d) Group Benefits

(i) For unpaid leaves in excess of thirty (30) consecutive days, Employees may elect to continue participating in the

group benefit plans if they pre-pay one hundred percent (100%) of the premium costs of the benefits before commencing the leave and provided the insurer will agree to continue coverage. Post-dated cheques will be provided to the Employer by the Employee upon commencement of such leave.

- (ii) Notwithstanding (i) above, for Employees eligible to receive LTD benefits, where an Employee's sick leave credits end before the date the Employee is first eligible to receive LTD benefits (the "period"), then provided the insurer will agree to continue coverage, the Employee may continue participating in the group benefits plan for the period if they continue to pay the Employee share of the premium cost in which case the Employer will continue to pay its share of the premium costs for the period.

(e) Pension Contributions

Pension contributions can continue as may be permitted by HOOPP. To the degree and extent permitted by HOOPP Employees may cease contributions into the plan during periods of pregnancy, or parental leave.

15.12 Pre-Paid Leave

Effective the date of ratification, the Employer agrees to introduce a 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 one (1) Employee may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve-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, twenty percent (20%) of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the Employee at the commencement of the leave in accordance with the payroll payment schedule.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The Employee shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. The Employees will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An Employee may withdraw from the Plan any time during the deferral portion provided three (3) months' notice is given to 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 HCCSS 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 HCCSS will endeavor to find a temporary replacement for the Employee as far in advance as practicable. If a temporary replacement is not found, the HCCSS 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 them within a reasonable period of time.

- (l) The Employee will be reinstated to their former position and job duties unless the position has been discontinued, in which case they shall be given a comparable job. If subject to layoff while on the pre-paid leave then the Employee shall be entitled to all rights and privileges under Article 14, Layoff, Recall and Severance of the Collective Agreement.
- (m) Final approval for entry into the pre-paid leave program will be subject to the Employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the Employee's pay. Such agreement will include:
 - (i) a statement that the Employee is entering the pre-paid leave program in accordance with Article 15.13 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.

15.13 **Education Leave**

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

ARTICLE 16 – HOURS OF WORK AND PREMIUM PAY

16.01 The regular hours of work for Full-Time Employees shall be seventy (70) hours per two (2) week period. The normal workday for Full-Time and Permanent Part-Time Employees shall be seven (7) hours, exclusive of a one (1) hour unpaid meal period, ten (10) hours exclusive of one (1) forty-five (45) minute unpaid meal period and a second thirty (30) minute unpaid meal period, or twelve (12) hours exclusive of one (1) sixty (60) minute unpaid meal period and a second thirty (30) minute unpaid meal period. In each half day, the Employer shall allow one fifteen (15) minute rest period.

16.02 The Employer agrees to provide forty-five (45) calendar days' notice to Full-Time and Part-Time Employees of a change in the start or finish time of their shift.

- (a) The parties may agree in writing to local arrangements within a department regarding compressed workweeks, or scheduled days off.
- (b) Current arrangements under 16.02(a) above shall remain in force unless terminated by mutual consent or by one of the parties with sixty (60) days' notice.

16.03

- (a) Any hours to be worked in excess of regularly scheduled hours must be pre-authorized by the supervisor.
- (b) Where Permanent Part-Time and Relief Employees have all worked thirty-five (35) hours in a week and the Employer decides to schedule overtime, such scheduled overtime will first be offered to Full-Time or Permanent Part-Time Employees whose name is on the Overtime Roster as outlined in Article 16.10.

16.04 For Employees whose normal work day is seven (7) hours, all time worked in excess of thirty-five (35) hours per week (to be calculated on a Sunday to Saturday week) shall be considered as overtime provided the overtime work is authorized by the Employee's Supervisor or designate. For Employees whose normal work day is ten (10) hours, all time worked in excess of seventy (70) hours in a bi-weekly pay period shall be considered as overtime provided the overtime worked is authorized by the Employee's Supervisor or designate. Employees who work overtime shall receive payment at the rate of time and one-half (1½) or, if the Employee's Supervisor and the Employee agree, time off in lieu at one and one-half (1½) time.

An Employee who is absent on approved time off during their scheduled work week shall for the purposes of computing overtime pay, be

considered as if they had worked during their regular hours during such absence; excluding SDO's (scheduled days off).

16.05 **On-Call/Call-in Premium**

- (a) An Employee who is On-Call will be available for work evenings, overnight, weekends and Statutory Holidays.
- (b) If an Employee On-Call is required to work, they will be paid at the regular rate of pay for time worked. If time is less than four (4) hours, they will be paid regular wages equivalent to four (4) hours. If an Employee On-Call is not required to work, they will be paid one hour at the regular straight-time rate.
- (c) Attached as Letter of Understanding "E" to the Collective Agreement are provisions regarding on-call/call-in premium issues for Information Services and Technology and for Facilities Employees. It is agreed that for other on-call/call-in premium situations, the provisions of paragraphs 2, the first sentence of paragraph 3, and paragraphs 4, 5, 6 and 7 of Letter of Understanding "E" shall apply.

16.06 (a) Where an Employee has worked hours in excess of their regularly scheduled hours, they may at their option have such time accumulated in the Compensating Time Bank at the applicable rate up to a maximum of thirty-five (35) total hours at any time in a fiscal year.

(b) An Employee shall be able to take time off according to the amount of accumulated time standing to their credit in the Compensating Time Bank at such times as are mutually agreed between the Employee and their immediate Supervisor.

(c) Any time in the Compensating Time Bank earned up to March 31st of each year that is not taken at the end of the fiscal year shall be paid out at the appropriate rate.

16.07 **Shift Premium**

An Employee who is scheduled to work for three (3) or more hours after 4:00 p.m. will be paid a shift premium of two dollars and five cents (\$2.05) for all hours worked after 4:00 p.m. A shift premium of two dollars and fifty cents (\$2.50) will be paid for all hours worked on Saturday or Sunday.

16.08 **No Pyramiding**

There shall be no pyramiding of any premium payments.

16.09 **Extended Hour Scheduling**

- (a) The Employer will make reasonable efforts to hire and maintain appropriate staff (e.g. Full-Time, Permanent Part-Time, and relief) to cover evening and weekend shifts.
- (b) In the absence of sufficient staff to cover such shifts, the Employer will first endeavor to schedule Relief Staff.
- (c) In the event that sufficient Relief Staff cannot be scheduled, the Employer will endeavor to schedule Permanent Part-Time staff.
- (d) In the event that sufficient Relief Staff and Permanent Part-Time staff cannot be scheduled, the Employer will go to the Overtime Roster under Article 16.10.
- (e) In the event that sufficient staff cannot be scheduled from the Extended Hours Roster, the Employer will seek volunteers.
- (f) Should a volunteer not be found, then the Employer may assign the shift(s) to qualified Full-Time or Permanent Part-Time Employees, who have completed their probationary period, on a seniority basis starting at the bottom of the seniority list. Such Employees will receive a minimum of twenty-four (24) hours' notice of such an assignment and will be paid at double time.

16.10 **Overtime Scheduling**

All Rosters to be in order of Seniority (FT then PT). Agreed upon processes between OPSEU and the Employer will be communicated to all staff through applicable process documents and any changes will be discussed by both parties and then communicated to staff accordingly.

Overtime Roster (In order of Seniority)

1. Permanent Full time employees currently working on the team
2. Permanent Part time employees currently working on the team
3. Employees in terms currently working on the team
4. Employees from other teams in the same branch qualified* in order of seniority.
5. Employees from other teams outside of branch qualified* in order of seniority.

**Qualified is defined as worked on the team requiring coverage within the last six (6) months or as determined by Human Resources.*

Permanent Employees in terms can be on their home team roster as well. However, they would be considered on that roster as either 4 or 5 above.

Upon transferring between teams, employees can request to be added to the roster for their new team through submission of a Support Line Ticket to scheduling.

16.11

Community Resource Specialist (CRS) Scheduling

When backfilling coverage for CRS, the order of scheduling is as follows:

Any open shifts will be staffed first with Permanent Part-Time CRS reps and staff in CRS terms up to thirty-five (35) hours per week (or seventy (70) hours biweekly) based on seniority and availability (on a rotational basis). When providing availability for additional shifts, priority when scheduling will be given to staff that are available for all shifts on the day and able to work the full shift. Shifts will then be offered to Full-Time qualified CRS reps outside of the CRS team and then Part-Time qualified CRS reps outside of the CRS team. When providing availability for additional shifts, priority when scheduling will be given to staff that are available for all shifts on the day and able to work the full shift.

For day-of absence shifts (morning calls only) scheduling will call the staff in order of the roster. Scheduling will offer the shift to the staff willing to work the full shift (backfill dependent on operational needs of team).

If the CRS rep declines the shift, the Scheduling Coordinator will move down the roster until a replacement is found. Employees on the CRS roster must be willing and able to work both regular and extended hour shifts (up to their FTE).

Employees willing only to work 8:30-4:30 or 9:00-5:00 shifts will be considered after all others on the roster.

The Employer will accept expressions of interest from permanent AIRS-certified staff at all branches to receive CRS training. The Employer will provide orientation to approved staff within three (3) months. The deciding factor on approval shall be seniority. Staff outside of the CRS will be removed from consideration for CRS shifts if they have declined two (2) straight time shifts in a period of twelve (12) months. The Employer reserves the right to limit the total number of trained staff in order to provide enough opportunities for trained Employees. The Employer will endeavor to maintain a roster of trained Full-Time Employees from all branches.

16.12

Stand-By

When available staffing is limited, staff may be asked to volunteer for stand-by for weekends with paid holidays or contiguous to a paid holiday (e.g. Labour Day). In addition, this may apply to stand-by for paid holidays which are not contiguous to a weekend. Assignment of stand-

by shifts would normally be for the full shift, but will not preclude shifts of not less than four (4) hours where mutually agreed.

An Employee who has volunteered for and is assigned for duty on stand-by shall receive stand-by pay in the amount of two dollars and fifty cents (\$2.50) per hour for the period of stand-by scheduled by the Employer. If an Employee is called to work from stand-by where they have to work outside their home, they shall receive a minimum of four (4) hours pay at their regular rate of pay. The Employee shall cease receiving the stand-by premium for those hours that they work under the preceding sentence.

16.13 Employees shall not be scheduled for split shifts in a day.

16.14 Occasional Flex Time Agreement

- (a) Occasional requests for flexing time must be e-mailed reasonably in advance to the manager. The approval of such request shall be at the sole discretion of the manager, such discretion shall not be unreasonably withheld. If approved, the manager shall notify the Employee in writing, copying the scheduler.
- (b) Occasional Flex Time Arrangements may involve the accumulation and taking of hours in a variety of ways. The following parameters must apply:
 - (i) The Employee shall not take less than one-half hour of meal break period
 - (ii) The Employee shall not skip a paid break period
 - (iii) Accumulation and taking of flex time cannot exceed three (3) hours in duration
 - (iv) The flex time shall be accumulated and taken within the same pay period.

Extended Term Flex Arrangement

- (a) The Employer shall consider requests from Full-Time, regular Part-Time Employees, and Relief Employees in terms to flex the start and end time of their working schedule subject to the following:
 - (i) Requests for an extended-term flex time arrangement are to be made in writing to the manager. Approval of such request shall be at the manager's sole discretion, which discretion shall not be unreasonably withheld.
 - (ii) Extended-Term Flex Time Arrangements are defined as a variation in the Employee's hours of work as a result of

staggered starting or finishing times that is expected to continue longer than one (1) week. Standard extended-term flex time arrangements will not include the shifting of starting and end times by more than 1 hour or the shortening of the total length of the shift. In cases of extenuating circumstances, other arrangements may be considered with the approval of the manager and Human Resources.

- (iii) For Employees who are approved to work on an extended -term flex time arrangement, the parties shall sign letters of understanding confirming such arrangement. Such arrangements can be discontinued on thirty (30) days written notice by the Employee or the Employer and expire on August 31st each year unless renewed through the submission of a new extended flex request.

ARTICLE 17 – VACATION TIME AND PAY

17.01 Effective from the date of ratification of the Collective Agreement:

- (a) Employees who have completed less than one (1) year of Full-Time continuous service as of the end of the calendar year shall be entitled to a vacation on the basis of 1.54 days for each completed four (4) week period of service.
- (b) Employees who have completed one (1) or more years of Full-Time continuous service shall be entitled to a vacation of twenty (20) days (140 hours).
- (c) Employees who have completed nine (9) or more years of Full-Time continuous service shall be entitled to a vacation of twenty-one (21) days (147 hours).
- (d) Employees who have completed ten (10) or more years of Full-Time continuous service shall be entitled to a vacation of twenty-two (22) days (154 hours).
- (e) Employees who have completed eleven (11) or more years of Full-Time continuous service shall be entitled to a vacation of twenty-three (23) days (161 hours).
- (f) Employees who have completed twelve (12) or more years of Full-Time continuous service shall be entitled to a vacation of twenty-four (24) days (168 hours).
- (g) Employees who have completed thirteen (13) or more years of

Full-Time continuous service shall be entitled to a vacation of twenty-five (25) days (175 hours).

- (h) Employees who have completed nineteen (19) or more years of Full-Time continuous service shall be entitled to a vacation of twenty-six (26) days (182 hours).
- (i) Employees who have completed twenty (20) or more years of Full-Time continuous service shall be entitled to a vacation of twenty-seven (27) days (189 hours).
- (j) Employees who have completed twenty-one (21) or more years of Full-Time continuous service shall be entitled to a vacation of thirty (30) days (210 hours).
- (k) Employees who have completed thirty (30) years or more of continuous service will receive (35) days (245 hours) of paid vacation.

Any increase to an employee's vacation allotment will be added to their bank on January 1st pro-rated based on when the anniversary date occurs in that calendar year.

- 17.02 Permanent Part-Time Employees shall be provided with vacation as provided in 17.01, with vacation pay pro-rated for the number of hours regularly worked during a week.
- 17.03 It is understood that the vacation year is the Employer's calendar year (January 1 – December 31) and this means that Employees will be given their vacation entitlement as at the beginning of the Employer's calendar year or from their date of hire. Vacation days taken will be deducted from their vacation bank.
- 17.04 An Employee who leaves the employ of the Employer, for any reason, shall be entitled to receive any unpaid vacation pay, which has accrued to the date of their termination. Conversely, any vacation days taken in excess of vacation accrued to the date of their termination shall be recovered as a set off against any wages or other monies owing to the Employee upon termination.
- 17.05 (a) All vacation credits earned should normally be taken as vacation and not accumulate from vacation year to vacation year. No accumulation in excess of ten (10) days per year will be allowed to be carried forward, and any days in excess of ten (10) will not be paid out and will be scheduled by the Manager.

- (b) Requests to carry over vacations greater than ten (10) days must be made no later than November 1st of the current vacation year. The Employer will provide a response within two (2) weeks.
- (c) On or before March 15th the Employer will notify the Union of each Employee's vacation allotment.

17.06 There shall be one (1) vacation scheduling period by Team: January 1 to December 31. Requests for vacations shall be submitted through QHR Net by May 1 and will be approved by June 1 and will be granted on a seniority basis.

Preference will be given to Employees requesting full weeks over single days requests.

The granting of requests submitted after the dates set out above shall be on a first-come, first-served basis.

17.07 The parties agree to discuss and endeavor to agree on any vacation scheduling issues, which may arise from time to time at the OPSEU – HR committee.

17.08 Vacations – Interruption

- (a) Where an Employee's scheduled vacation is interrupted due to serious illness or disablement which commenced prior to and continues into the scheduled vacation period, the period of such illness and disablement shall be considered sick leave.
- (b) Where an Employee's scheduled vacation is interrupted due to illness requiring the Employee to be in the hospital, the period of such hospitalization and post hospitalization shall be considered sick leave.
- (c) Eligibility under (a) and (b) of this Article is conditional upon prompt notification of illness by the Employee to their immediate supervisor or designate and submission of a physician certificate.
- (d) Where an Employee's scheduled vacation is interrupted due to time lost as a result of being quarantined by a certified medical practitioner because of a verified job related exposure, it shall be considered sick leave.

ARTICLE 18 – PAID HOLIDAYS

18.01 The following shall be designated holidays for Full-Time Employees:

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

Three (3) Float holidays during the fiscal year

18.02 Each float day will be equal to seven (7) hours of pay for Full-Time Employees

18.03 An Employee, including a Permanent Part-Time Employee, who is required to work on one of the holidays listed in Article 18.01 shall be paid at a premium rate of time and one-half (1½) their regular straight time hourly rate of pay and, where the Employee is entitled to the holiday with pay under the requirements of Article 18.04(a) and (b), their regular wages or a lieu day in addition thereto. Any lieu day shall be scheduled at a time mutually agreeable to the Employee and their immediate Supervisor within a ninety (90) day period following the holiday failing which the lieu day will be paid out as regular wages.

18.04 An Employee, including a Permanent Part-Time Employee, shall be entitled to receive a designated holiday off, with pay, in the amount of their regular straight time earnings provided:

- (a) They work their scheduled work day immediately preceding and following the holiday; unless excused by the Employer or the Employee was absent due to:
 - (i) Legitimate illness or accident, which commenced within a month of the date of the holiday;
 - (ii) Vacation granted by the Employer;
 - (iii) The Employee's regular scheduled day off;
 - (iv) A paid leave of absence provided the Employee is not otherwise compensated for the holiday.
- (b) They have been employed by the Employer for at least one (1) month preceding the holiday.

18.05 A Permanent Part-Time Employee will be entitled to holiday pay for each of the holidays listed in Article 18.01 on a pro-rated basis on the condition that such Employee meets the qualifying conditions in Article 18.04.

18.06 If the statutory holiday does not fall on an Employee's regularly scheduled day of work, the lieu day will be banked and time off can be

scheduled at a time mutually agreeable to the Employee and their immediate Supervisor within a ninety (90) day period following the holiday, failing which the lieu day will be paid out as regular wages.

18.07 Paid/Stat Holidays

(a) On a branch by branch basis, Employees may volunteer to be placed on a roster for assignment to work on statutory holidays on a rotational basis by seniority as follows:

Stat Roster Order:

1. Permanent Full-time employees currently working on the team
2. Permanent Part-time employees currently working on the team
3. Employees in terms currently working on the team
4. Employees from other teams in the same branch qualified* in order of seniority.
5. Employees from other teams outside of branch qualified* in order of seniority.

**Qualified is defined as worked on the team requiring coverage within the last six (6) months or as determined by Human Resources.*

Permanent Employees in terms can be on their home position roster as well. However they would be considered on that roster as either 4 or 5 above.

Upon transferring between teams, employees can request to be added to the roster for their new team through submission of a Support Line Ticket to scheduling.

(b) The updated roster will be provided to the Local President or designate after each statutory holiday.

ARTICLE 19 – SICK LEAVE

19.01 Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each Full-Time and Permanent Part-Time Employee. Subject to the provisions of this Agreement, such Employees shall accumulate sick credits at the rate of 4.84 hours per pay period, prorated as provided in 19.06, to a maximum of nine hundred and ten (910) hours. Employees may use accumulated sick credits to cover

medical appointments up to a maximum of fourteen (14) hours of sick time per calendar year.

19.02 The Employer shall notify each Employee of the status of their sick credits on a monthly basis.

19.03 An Employee may be required to submit a physician certificate with respect to any period of time they may be absent from their duties on sick leave if the absence is greater than five (5) days or there are reasonable grounds to suspect abuse. The Employer will reimburse to the Employee any cost to the Employee for the certificate required by the Employer upon submission of a receipt in this regard. If a physician's medical report is required by the Employer, the Employer shall pay any fee for such report, which is not payable by the Employee's insurance plan.

19.04 Notification of illness will be made to the Immediate Supervisor or their designate.

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

(b) Where an Employee's scheduled vacation is interrupted due to illness requiring the Employee to be in the hospital, the period of such hospitalization and post hospitalization shall be considered sick leave.

(c) Eligibility under (a) and (b) of this Article is conditional upon prompt notification of illness by the Employee to their immediate supervisor or designate and submission of a physician certificate.

19.06 Permanent Part-Time Employees shall accumulate sick credits, on a pro-rata basis, reflecting their hours of work in relation to Full-Time hours to a maximum accumulation of nine hundred and ten (910) hours.

19.07 An Employee may use available sick leave credits to care for dependents who are ill to a maximum of thirty-five (35) hours per calendar year, which credits cannot be carried over.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS & PENSION

20.01 The Employer's sole obligation for health and welfare benefits shall be to pay its share of the billed premium costs for all participating eligible

Employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements.

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

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

Group Life Insurance and Accidental Death and Dismemberment

(a) The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible Employees in the active employ of the Employer for group life insurance plan providing three (3) times annual salary as well as accidental death and dismemberment at two (2) times annual salary.

Extended Health Care & Dental Plan and Long Term Disability Plan (LTD)

(b) The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for the extended health care plan and the dental plan. Effective February 1, 2018 increase to current ODA fee guide minus two (2) years.

(c) Full-Time Employees (and Permanent Part-Time Employees who were hired by the Hamilton Home and Community Care Support Services on or before May 23, 2001) are required to participate in the Long-Term Disability Plan subject to its terms and conditions and to pay one hundred percent (100%) of the premium.

20.02 All permanent Part-Time Employees, new to the position on or after February 1, 2018, are eligible to participate in the above plans (if permissible under the plans) if they so desire, and the Employer's share of the premium contribution shall be prorated in relation to Full-Time Employees. Employees in a Permanent Part-Time position prior to February 1, 2018 will continue on the same as provided to Full-Time Employees.

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

Plan. A Part-Time Employee may be given the option of joining the Healthcare of Ontario Pension Plan (HOOPP) after the applicable requirements have been met.

Life Insurance	
Amount	3x annual earnings
Max	\$200,000
Basic AD&D	
Amount	2x annual earnings
Max	\$300,000
Extended Health Care	
Overall Benefit Maximum	Unlimited
Deductible (for expenses other than drugs)	\$10 per calendar year
Individual	\$10 per calendar year
Family	\$10 per calendar year
Drug Deductible	
Individual	\$10 per calendar year
Family	\$20 per calendar year
Payment of Drug Claims	
Pay Direct Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.	
Hospital Care	Ward
Private Duty Nursing	\$25,000 per calendar year
Hearing Aids	\$1,000 per 48 months

Vision Care	
Eye Exams	To a maximum of \$500 in any 24 consecutive months combined with prescription glasses
Purchase and fitting of prescription glasses or elective contact lenses (excluding safety glasses), as well as repairs	To a maximum of \$500 in any 24 consecutive months combined with eye exams
Contact lenses required to treat a severe condition, or if vision in the better eye can be improved to 20/40 level with contact lenses but not with glasses	The maximum payable will be \$200 per lifetime
Professional Services	
Chiropractor	\$400 per calendar year
Osteopath	\$300 per calendar year
Podiatrist	\$300 per calendar year
Chiropodist	\$300 per calendar year
Massage Therapist	\$540 per calendar year
Naturopath	\$300 per calendar year
Speech Therapist	\$1,000 per calendar year
Physiotherapist	\$400 per calendar year combined with Athletic Therapist
Mental Health Practitioners	\$1,200 per calendar year combined: Marriage and Family Therapist, Psychologist, Registered Psychotherapist, Social Worker (MSW)
Acupuncturist	\$300 per calendar year
Athletic Therapist	\$400 per calendar year combined with Physiotherapist
Out of Province/Out of Country Coverage	First 60 days Maximum of \$1,000,000 per trip

Dental Care	
Deductible	Nil
Dental Fee Guide	Ontario Fee Guide for General Practitioners which was in effect 2 year(s) prior to the current Fee Guide
Benefit Percentage (Co-insurance)	100% for Basic Services – Level 1 100% for Supplementary Basic Services – Level 2 80% for Dentures – Level 3 80% for Major Restorative Services – Level 4 50% for Orthodontics – Level 5
Benefit Maximums	\$2,000 per calendar year combined for Level 1 and Level 2 \$2,500 per calendar year combined for Level 3 and Level 4 \$3,000 per lifetime for Level 5

ARTICLE 21 – WAGES

21.01 Wage rates for the classifications covered by this Collective Agreement are set out in Schedule A.

21.02 Errors on Paycheques

In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error is the Employer's fault and it results in an Employee being underpaid by one (1) normal day's pay or more, the Employer will provide the payment for the shortfall within three (3) business days from the date it is notified of the error.

If the Employer makes an overpayment of a normal day's pay or less for an Employee, the Employee will be given notice and the overpayment will be deducted in the pay period following the date on which the overpayment comes to the Employer's attention. If the error is in excess of a normal day's pay, and the Employee is given notice of the overpayment within three (3) business days of the regular payday, the Employer will be reimbursed for the full amount of the overpayment on the following pay.

Where the Employee is not given timely notice, the Employee will be contacted so that reimbursement will be based on a mutually satisfactory

arrangement between the Employee and the Employer, but in no case will the rate of reimbursement be below a normal day's pay per pay period.

New Classification

21.03 Where the Employer establishes a new classification within the Bargaining Unit, it shall advise the Union of the classification and the rate of pay prior to posting the position. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay for the classification.

Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the advice from the Employer. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement.

21.04 Each Full-Time Employee shall advance from their present level to the next level set out on the wage grid annually from the date of hire until they reach the top level in the pay band. A Permanent Part-Time Employee shall advance from their present level to the next level set out on the wage grid each eighteen hundred and twenty (1820) hours worked, until they reach the top level in the pay band.

21.05 Upon promotion within the Bargaining Unit, no Employee shall be placed at a level on the grid in their new job that pays less than their current rate of pay provided it is not less than three percent (3%). A new anniversary date for increment purposes will be assigned on the effective date of the promotion. A Full-Time Employee who becomes a Permanent Part-Time Employee or vice-versa in the same band shall remain at the same level on the wage grid.

21.06 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.

21.07 A Full-Time or Permanent Part-Time Employee who voluntarily assumes a position in a lower paying classification shall be placed at the level in the grid for their new job that is closest to, but not higher than their current rate of pay. The Employee would retain their anniversary date for increment purposes.

21.08 The Employer and the Union agree that any new position not coming within the recognition clause or the exclusions there from shall be discussed by the parties.

ARTICLE 22 – KILOMETRE ALLOWANCE

22.01 All Employees shall be paid a kilometre allowance of fifty cents (.50¢) per kilometre. Effective December 7, 2011.

ARTICLE 23 – MISCELLANEOUS

23.01 Bulletin Boards and Email Communication

The Employer agrees to make available a bulletin board to the Union in a mutually agreed location at each Branch for the posting of seniority lists and other notices pertaining to the Union and Employer and its Employees. It is agreed that no notice will be posted on the bulletin board without the prior approval of the Vice President, People and Talent Management or designate. The Employer also agrees that from time to time the Union may use the Employer's email to send communications to Employees in the Bargaining Unit provided that no such email communication will be sent without the prior approval of the Vice President, People and Talent Management or designate.

23.02 Access to Personnel Files

The Employer ensures confidentiality of information pertaining to Employees by providing secure storage for all personnel records including medical reports, references and evaluations. A copy of any completed evaluation shall be first reviewed with the Employee. The Employee shall initial such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in their personnel file. A copy of the evaluation will be provided to the Employee at their request. Each Employee shall have reasonable access to their file for the purpose of reviewing its contents in the presence of an Employee from Human Resources. A request by an Employee for a copy of documents in their file will not be unreasonably denied.

23.03 Pandemic Planning

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

23.04 **Influenza Vaccine**

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

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

23.05 **Printing of Agreement**

The cost of printing the Collective Agreement will be shared equally by the Employer and the Union.

23.06 **Ratification**

Effective date of ratification: April 6, 2021.

ARTICLE 24 – TERMINATION AND RENEWAL

- 24.01 The Collective Agreement shall be effective from the date of ratification and continue in effect until March 31, 2025, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 24.02 below.
- 24.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party within the period ninety (90) days prior to the expiration date of this Agreement, or to any anniversary of such expiration date.
- 24.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of such notice or such other time as the parties mutually agree.

Signed this _____ day of January, 2025.

FOR THE UNION

Signed by:

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Lynn Buckwell
DocuSigned by:
Sandra Carroll

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Sandra Carroll
Signed by:

Robin Costa
DEA#1A554B71457
Robin Costa

DocuSigned by:

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Julie Lenko
Signed by:
Cheryl Smith

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Cheryl Smith
Signed by:
Jessica Turnbull

JESSICA TURNBULL
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Brad Watson

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John

FOR THE EMPLOYER

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shawn Brunner

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Shaun Brunner
DocuSigned by:
Sarah Voth

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Sarah.Vertlieb

LETTER OF UNDERSTANDING (B) RELIEF EMPLOYEES

-BETWEEN-

HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK, CARRYING ON BUSINESS AS “HOME AND COMMUNITY CARE SUPPORT SERVICES: HAMILTON NIAGARA HALDIMAND BRANT” (HCCSS HNHB)

-AND-

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 274
(HEREIN REFERRED TO AS THE “UNION”)**

1. None of the provisions of the Collective Agreement apply to Relief Employees except as specifically set out herein or otherwise specified.
2. As noted in Article 2.02 (c) of the Collective Agreement, a Relief Employee is an Employee who is employed irregularly on a relief basis as, where and when required by the Employer.
3. Relief Employees who have worked:
 - (a) less than thirty-six hundred and forty (3640) hours shall be entitled to four percent (4%) vacation pay;
 - (b) more than thirty-six hundred and forty (3640) hours shall be entitled to six percent (6%) vacation pay;
 - (c) more than 5460 hours shall be entitled to eight percent (8%) vacation pay.
4. Relief Employees will receive an amount equal to 3.85% of their regular straight-time hourly rate in lieu of holiday pay under Article 18. Relief Employees who are offered and accept term contract assignments, which (including pro-rated float holidays) are expected to exceed one month, will be eligible for holiday pay as per Article 18 of the Collective Agreement and will not get 3.85% of their regular straight time hourly rate in lieu of holiday pay.
5. Relief Employees will be paid at the start level in the band and will progress through the levels in the band after each eighteen hundred and twenty (1820) hours worked.
6. Relief Employees shall be entitled to overtime pay at the rate of time and one and one-half (1½) for all hours worked in excess of thirty-five (35) hours in a work week.

7. Seniority

- (a) For Relief Employees, hours for seniority purposes will be recorded on the basis of all hours paid to a maximum of thirty-five (35) hours per week.
- (b) A list based on hours worked as a Relief Employee (the "Relief Seniority List") will be maintained and posted as at the end of the pay period in which January 31st and July 31st fall.
- (c) Relief Employees may apply for posted vacancies. Relief Employees who apply for posted vacancies will be given preference over external applicants for vacancies posted but not filled by Permanent Part-Time or Full-Time Employees under Article 12 of the Collective Agreement. In such cases, Relief Employees would be subject to the criteria in Article 12.03 of the Collective Agreement.

- 8. Hours worked as a Relief Employee will, upon completion of the probationary period in Article. 11.01, be recognized and credited for the purposes of placement on the Full-Time or Permanent Part-Time seniority list under Article 11.01 of the Collective Agreement where a Relief Employee becomes a Full-Time or Permanent Part-Time Employee. Hours worked as a Full-Time or Permanent Part-Time Employee will be recognized and credited for the purposes of placement on the Relief Seniority List where a Full-Time or Permanent Part-Time Employee becomes a Relief Employee.
- 9. Relief Employees who become Full-Time or Permanent Part-Time Employees will be subject to the probationary and seniority provisions of Article 11. After they complete the full probationary period of continuous employment as a Full-Time or Permanent Part-Time Employee under Article 11.01(a) or (b), the former Relief Employee will be placed for the purposes of vacation entitlement under Article 17 of the Collective Agreement on the basis that each eighteen hundred and twenty (1820) hours worked shall equal one (1) full year of service.

10. Eligibility

- (a) Extra or relief hours will first be offered to Relief Employees in that branch that have not yet reached thirty-five (35) hours in the week before being offered to Part-Time Employees.
- (b) A Relief Employee may, with approval, transfer from one branch to another branch. A request for transfer must be submitted to HR who will coordinate approval or denial by the appropriate directors. Notice of the transfer will be given to the Local President.

- (c) After four hundred fifty (450) hours of service and successful completion Initial Employment Review, Relief Staff may provide availability for alternate branches in addition to their home branch.
- (d) For each Branch, the Employer will maintain and post eligibility lists for Relief Employees in order of total hours worked. The eligibility list will show the names, total hours worked, and assignments to which the Employer considers the Relief Employees can be assigned. In order to maintain their employment status, Relief Employees must be available as follows for at least one (1) Branch:

11. Availability

Definitions:

For the purposes of assigning Relief Employees a “Shift” commences on or after 8:30 a.m. until 9:00 p.m. on the days making up their minimum availability. Once their minimum availability has been provided, Relief Employees may specify their availability on additional days as “days” or “evenings”.

With regards to availability, there shall be three categories of Relief Employees: Relief A, B, and C. Extra or relief hours will first be offered to Relief A Employees within the branch to their full availability before being offered to Relief B or C Employees, up to thirty-five (35) hours per Sunday to Saturday week. Employees may choose to transfer between Relief categories in January of each calendar year. Wherever it is not specified in the LOU, the term “Relief Employee” is taken to mean all three categories of Relief.

Note: Relief C only refers to retirees.

	Relief A	Relief B	Relief C
Recruiting	New Hires	Experienced staff and new hires by exception	Retirees (Upon agreement from HR & Management)
Priority	1 st priority for shifts	2 nd priority for shifts	Last priority for shifts after all Relief and Part-Time

	Relief A	Relief B	Relief C
Shift Availability	Five (5) out of seven (7) shifts (0830–2100) (one [1] Mon or Fri) per week*	Two (2) out of seven (7) shifts (0830–2100) per week	No minimum availability required
Weekends	<p>Inclusive of the above, weekend availability will be submitted with the requirement to work one (1) weekend per month (one [1] weekend every four [4] weeks).</p> <p>Relief Employees may switch their submitted weekend availability with other Relief Staff by providing a minimum of fourteen (14) days written notice to the scheduling team. Please contact the scheduling team for emergency switches, as they will be evaluated on a case by case basis. All switches must be submitted as a Supportline from both parties as confirmation of the switch.</p>	<p>Additionally, weekend availability will be submitted with the requirement to work one (1) weekend per month (one [1] weekend every four [4] weeks).</p> <p>Relief Employees may switch their submitted weekend availability with other Relief Staff by providing a minimum of fourteen (14) days written notice to the scheduling team. Please contact the scheduling team for emergency switches, as they will be evaluated on a case by case basis. All switches must be submitted as a Supportline from both parties as confirmation of the switch.</p>	No weekend availability required

	Relief A	Relief B	Relief C
Vacation /Unavailable Weeks	Four (4) weeks of unavailability per fiscal year (which shall not be taken over the winter peak period and will be limited to two [2] weeks during the summer peak period)	Two (2) weeks of unavailability per fiscal year (which shall not include peak periods)	Must work at least one (1) shift in a nine (9) month period or will be removed from the roster
Statutory Holidays	In addition to the requirements above, six (6) statutory holidays per year including at least two (2) of Christmas Day, Boxing Day and New Years Day*	In addition to the requirements above, six (6) statutory holidays per year including at least two (2) of Christmas Day, Boxing Day and New Years Day*	Not applicable
Peak Periods	<i>Summer:</i> the last week of June to the end of the first week of September <i>Winter:</i> the period from December 15 – January 5 <i>Spring:</i> March Break plus the week prior to March Break <i>*Statutory Holidays</i> will continue to be scheduled as per Article 18 of the OPSEU Collective Agreement		

Any request for change to relief or part time availability after the submission deadline must be submitted via a Support-line to HR scheduling notifying them of the change requesting the change in availability. Approval may be Subject to operational requirements.

Availability shall be submitted for the entire month inclusive of the last week of the month (Sunday to Saturday) even if this goes into the following month. For clarity, if a month ends on a Wednesday, you would be required to submit the availability up to the following Saturday.

A relief employee is not in compliance with availability requirements when they submit availability after the deadline or when their submitted availability does not meet the minimum requirements per the Collective Agreement. If availability is not in compliance, the employee will be granted shifts only after other relief staff for the period in which they are not in compliance. Instances of continued non-compliance may be subject to discipline.

- (a) Relief Staff must be available to be contacted by phone between the hours of 7:00 and 9:00 a.m. on any day for which they have submitted availability in order that they may be assigned to work on that day.
- (b) For the purpose of confirming their availability, the Employer will provide Relief Staff with a mechanism to provide their availability to the relevant Scheduler by the first (1st) day of the month for the following months. Availability must be submitted for the last week of June to the end of the first week of September by April 1st and for the month of November and December by October 1st.
- (c) Relief Employees are not eligible to enter into a flex arrangement. As per Article 16.12 Relief Employees in a term are eligible.
- (d) Relief Employees are not eligible to participate in Scheduled Days Off (SDO). As per Letter of Understanding (D) Relief Employees in a term are eligible.
- (e) When weekend or peak availability is submitted, if more than fifty percent (50%) of Relief Staff in one (1) branch have submitted to be unavailable on the same shifts, Scheduling will contact all of them to determine if anyone will volunteer to switch their unavailable shifts. If volunteers are not found, the least senior Relief Staff will be directed to change their shifts of unavailability. Relief Staff are encouraged to coordinate their availability submission for peak periods to ensure maximum coverage for the branch.
- (f) Failure to meet availability requirements may be subject to disciplinary action up to and including termination.
- (g) Relief Employees who return to the relief pool from a term will resume their previous relief category and will be assigned a weekend availability rotation based on operation need.

12. Assignment

- (a) Using the Eligibility lists under paragraph 10 above, the Scheduler shall follow the procedure set out below for the filling of assignments by Relief Employees:
 - (i) Go to the next name on the list for Relief A Employees in order of seniority for the relevant Branch after the name of the person most recently assigned.
 - (ii) Determine whether that person has the availability to complete the assignment and whether the assignment is one to which the Employer considers the Relief Employee can be

assigned. If both criteria are met that person will be assigned, subject to operational concerns and efficiencies. If not go to the next name on the list and continue on a rotational basis through the Relief A list until the assignment is filled. If there are more assignments available than Relief A staff are available (without incurring overtime), the scheduler will continue to the list of Relief B and C Employees, and continue on a rotational basis until the assignment is filled.

- (iii) Relief Assignments will at a minimum be reflected on QHR net and posted on the Intranet by Wednesday (except when following a holiday Monday, the schedule shall be posted by Thursday) for the upcoming Sunday to Saturday. Assignment changes will be communicated directly to the Relief Staff. Once an employee has started a shift it shall not be reduced by the employer.
- (iv) Where there are less assignments available than Relief Staff:
 1. No Relief Employee will be assigned to a specific vacant position for longer than two (2) weeks where there is other Relief Staff without work in that branch.
- (v) Where there are more assignments available than Relief or Part-Time staff available in the branch:
 1. First, the scheduler will schedule Relief Staff from other branches who are adequately trained and have indicated their availability and willingness to travel to the branch where the vacancy exists.
 2. Secondly, if operationally required and where the Employer deems it feasible, the scheduler will schedule Relief Staff from other branches who are adequately trained and available to perform work for the team remotely from their home branch.

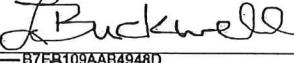
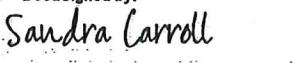
(b) Relief Employees are responsible for advising the Human Resources Department in writing of their current address and telephone number(s). The Relief Employee must provide a telephone number with the ability to send and receive text messages. The Relief Employees are further responsible for advising the Employer of any change(s) in their address or telephone number(s), in writing. Such updated information will be deemed to be the most current information for the purposes of contact, including scheduling.

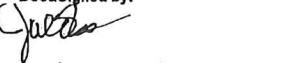
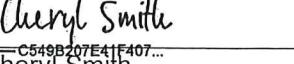
(c) A Relief Employee who is called into work shall be paid a minimum of three (3) hours at their regular rate of pay unless such time worked results in overtime, in which case, the applicable overtime rate shall be paid.

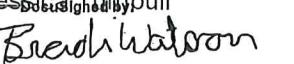
13. Relief Employees will be eligible for the shift premium in accordance with Article 16.07. No pyramiding of premium payments will apply in accordance with Article 16.08.
14. Relief Employees will be eligible for the kilometre allowance in accordance with Article 22.01.
15. Relief Employees are eligible to join the pension plan in accordance with the provisions of the plan.
16. Relief Employees on a Pregnancy/Parental leave will continue to accrue hours for the purpose of the Relief Seniority List based on an average of their hours worked in the preceding thirteen (13) weeks.
17. Relief Employees are eligible to apply for Educational Events as per agency policies and procedures once they have completed two (2) years from date of original hire.
18. Relief Employees are entitled to Article(s) 15.06, 15.07, 15.08 and 15.10 – Jury and Witness Duty/Bereavement Leave/Military Leave/Compassionate Leave for previously scheduled days.

Signed this _____ day of January, 2025.

FOR THE UNION

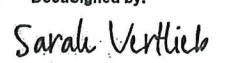
Signed by:

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 Lynn Buckwell
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 Sandra Carroll
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 Robin Costa
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 Julie Lenko
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 Cheryl Smith
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 Jessica Turnbull
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 Bradi Watson

FOR THE EMPLOYER

DocuSigned by:

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 Shaun Brunner
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 Sarah.Vertlieb
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LETTER OF UNDERSTANDING (C) JOB SHARING renew

-BETWEEN-

HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK, CARRYING ON BUSINESS AS “HOME AND COMMUNITY CARE SUPPORT SERVICES: HAMILTON NIAGARA HALDIMAND BRANT”
(HCCSS HNHB)

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 274
(HEREIN REFERRED TO AS THE “UNION”)

The Employer and Local 274 are supportive of alternative work arrangements that enable Employees to balance their work and personal lives and agree that such arrangements cannot be detrimental to the achievement of the Employer’s goals and objectives. As such, the Employer is receptive to requests from individuals wishing to job share one (1) Full-Time position subject to the following:

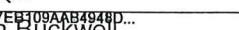
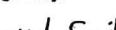
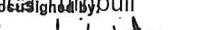
1. Two (2) Full-Time Employees who have completed probation and are employed in the same classification may request in writing to their manager to share one (1) Full-Time position. The request shall be limited to splitting the hours of one (1) Full-Time position into two parts over a bi-weekly period.
2. Approval of such requests is at the sole discretion of the Employer subject to assessing its feasibility, impact on service to clients and other Employees and any other relevant factors. Permission to job share shall not be unreasonably withheld and reasons for refusal shall be provided to the Employees within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
3. Employees involved in a job sharing arrangement will be considered regular Part-Time with their salary and benefits prorated in relation to their hours of work, and will be covered by the applicable provisions of the Collective Agreement and in accordance with the benefit policies.
4. It is understood the job sharers will structure their work and schedules, in consultation with their manager, to ensure that quality of service to clients is maintained, productivity and performance standards are achieved and no additional costs accrue to the Employer.
5. If the request is granted, the remaining Full-Time position will be posted in accordance with Article 12. The job share arrangement will not begin until the remaining position has been filled.

6. Job Sharers, as a condition for participating in the job share arrangement shall be required:
 - (a) To cover each other's vacation and other planned absences and ensure an equitable distribution of paid holidays in establishing their work schedules and to make every reasonable effort to cover each other's unplanned absences;
 - (b) To jointly develop mechanisms to ensure the seamless performance of the position, as if occupied by a single incumbent;
 - (c) To be available for any in-service for which they would have been available but for their participation in the job sharing arrangement. Participants will first seek to switch their schedules, with the approval of their manager, to allow both parties to attend. If the scheduled work for the participants does not permit a switch of schedules which would allow the attendance of both parties, then the Employer may require the participant who would otherwise miss the in-service to attend and will pay the participant for the time at the in-service but will not be required to pay any minimum reporting pay;
 - (d) To communicate sufficiently with each other to obtain information necessary to provide continuity of service delivery and any additional time to do so shall be without pay.
7. In the event that one member of the job share team leaves the arrangement temporarily, e.g., pregnancy leave, the remaining partner will be first given the opportunity of assuming the position on a Full-Time basis for the duration of the absence. If they declines, the vacancy will be posted as a temporary Part-Time contract but they will be required to cover the vacant shifts until a replacement is hired.
8. In the event that one member of the job share team leaves the arrangement permanently, the remaining job share partner will be given the opportunity of assuming the position on a Full-Time basis permanently, or proposing a new job share partner, subject to the manager's approval. If neither occurs, the job sharing arrangement is deemed to have ended and the vacant portion will be posted as a separate Part-Time position. The original job sharer will be considered to be in a separate Part-Time position.
9. The job sharers, the Union and the Employer shall be signatories to a written job sharing agreement that will be developed in conjunction with Human Resources.
10. The Union or the Employer may discontinue the job sharing arrangement with sixty (60) days written notice to the other party.

11. In the case of a termination of the job sharing arrangement, the job sharer with the greater seniority shall assume both parts of the shared position, and the arrangement will be deemed to have ended. The job sharer with lesser seniority will revert to a vacant comparable position if one exists or if there is no vacant comparable position available shall be laid off in accordance with Article 14 of the Collective Agreement.
12. The Employer agrees to implement the Job Sharing Program subject to an annual review at the Union Management Committee (UMC), and confirmation by the Employer of its continuance beyond the annual review date.

Signed this _____ day of January, 2025.

FOR THE UNION

Signed by:	
BFEB109AAB4948D...	Lynn Buckwell
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Sandra Carroll	
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Signed by:	
Robin Costa	
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Julie Lenko	
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Cheryl Smith	
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Jessica Turnbull	
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Signed by:	
Bradi Watson	
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FOR THE EMPLOYER

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shaun Brunner
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Shaun.Brunner
DocuSigned by:

Sarah Vertlieb
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Sarah.Vertlieb

LETTER OF UNDERSTANDING (D) SCHEDULED DAY OFF (SDO) renew

-BETWEEN-

HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK, CARRYING ON BUSINESS AS “HOME AND COMMUNITY CARE SUPPORT SERVICES: HAMILTON NIAGARA HALDIMAND BRANT”
(HCCSS HNHB)

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 274
(HEREIN REFERRED TO AS THE “UNION”)

The Parties agree that Article 16.02 (a) provides a mechanism for the establishment and dissolution of compressed work weeks. The Employer affirms its willingness to consider requests for same from Permanent Full-Time Employees and Relief Employees in Full-Time term positions, provided that there is no detrimental impact on the achievement of the Employer's goals and objectives.

For clarity, the following is provided:

1. A compressed work week results where the Employee works and accumulates hours in excess of the regular seven (7) hour shift, which time is then taken by the Employee as a scheduled day off (SDO). SDOs must be taken during the period during which they are earned and cannot be carried over or accumulated.
2. An individual or members of a team may request that they be permitted to work a compressed work week. Such request is to be made in writing to the manager.
3. Approval of such requests is at the sole discretion of the Employer subject to assessing its feasibility, impact on service to clients and other Employees and any other relevant factors. Permission to approve the request shall not be unreasonably withheld and reasons for refusal shall be provided to the Employee within thirty (30) days of the request. Such refusals shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
4. The period of accumulation cannot be less than one-half (½) hour and must be regular and predictable. Accumulation of hours may occur at the beginning of the regular shift hours, during the meal period to a maximum of one-half (½) hour, or the end of the regular shift hours, subject to the manager's approval. The accumulation of break periods is not permitted.

5. Hours worked in excess of regular shift must not attract premium payments, except where such hours exceed seventy (70) in a bi-weekly period and have been pre-authorized by the manager. Accumulated SDO time will not be paid out but must be taken as time off.
6. It is understood that an Employee on an SDO cannot subsequently request to have that day changed to a sick or vacation day.
7. An SDO must be a scheduled day, agreed upon in advance, that occurs no more than once in every four (4) week period. For example one-half (½) hour extra accumulated for fourteen (14) of eighteen (18) working days in a four (4) week pay period may be taken as one (1) full day off on the 19th or 20th working day of that four (4) week pay period. The time must be earned before it is taken.
8. All requests will be assessed on a team basis, as team coverage for the Employee on a SDO is required to be provided by the team. A reciprocal agreement between team members is encouraged.
9. The Employer reserves the right to modify, suspend, or dissolve a compressed work week where in the Employer's view there may be a detrimental impact on the achievement of the Employer's goals and objectives, the feasibility, impact on service to clients and other Employees or other relevant factors, or changed circumstances (e.g. a change on a team such as the long term absence of a team member, a vacancy on the team, etc.). The Employer will provide a minimum of thirty (30) days notice where it intends to modify, suspend or dissolve a compressed work week. Such notice shall be provided to the local President. Such modification, suspension or dissolution of a compressed work week shall not be grievable or arbitrable provided that the decision is made in good faith and not contrary to law.
10. The following peak periods shall be considered "black-out" periods. During black-out periods, hours can be accumulated but SDOs cannot be taken:
 - (a) Christmas period: December 15 – January 5
 - (b) March Break period: week of
 - (c) Summer period: July 1 – August 31
11. The Employer agrees to implement the Compressed Work Week Program subject to an annual review at the UMC, and confirmation by the Employer of its continuance beyond the annual review date.

Signed this _____ day of January, 2025.

FOR THE UNION

Signed by:



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Lynn Buckwell
DocuSigned by:



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Sandra Carroll
Signed by:



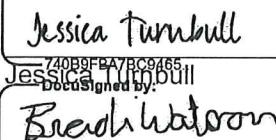
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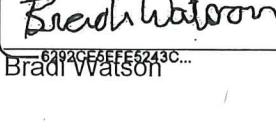
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Julie Lenko
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Cheryl Smith
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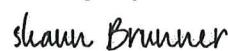
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Jessica Turnbull
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Bradly Watson
Signed by:

FOR THE EMPLOYER

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Shaun Brunner
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Sarah Vertlieb
Signed by:

LETTER OF UNDERSTANDING (E) ON-CALL/CALL-IN PREMIUM - renew

-BETWEEN-

HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK, CARRYING ON BUSINESS AS “HOME AND COMMUNITY CARE SUPPORT SERVICES: HAMILTON NIAGARA HALDIMAND BRANT”
(HCCSS HNHB)

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 274
(HEREIN REFERRED TO AS THE “UNION”)

Section A – IST Employees

This letter sets out the on-call scheduling and the On-Call/Call-In compensation for the IST Employees and confirms the agreement reached by the Employer and the Union regarding the application of Article 16.05.

1. The Bargaining Unit Employees in IST will be scheduled to be on-call on a rotational basis with one (1) person on call from Tuesday to the following Monday with the period of stand-by to be 4:30 p.m. to 9:00 p.m. on weekdays, and 8:30 a.m. to 9:00 p.m. on weekends and statutory holidays.
2. The frequency of on call is determined by the number of staff participating. Example, if there are four (4) bargaining unit IT Employees in the on-call cycle, they will carry out one (1) week of on-call coverage every four (4) weeks.

As per Article 16.05(2) where the Bargaining Unit Employee is required to work during a period that they are on-call they will be paid at their regular rate of pay for time worked. If the time worked is less than four (4) hours they will be paid regular wages equivalent to four (4) hours. For example and for clarity; if during an on-call period someone was contacted at 5:00 p.m. and did one-half an hour of work and was not called again that day they would be paid regular wages equivalent to four (4) hours. If during the same on-call period they were called once at 5:00 p.m. to do half an hour work and again at 7:00 p.m. to do half an hour work they would be paid regular wages equivalent to four (4) hours and not a total of eight (8) hours for the two separate half hour calls. If during an on-call period they were called once at 10:00 a.m. to do half an hour of work and again at 7:00 p.m. to do half an hour of work they would be paid regular wages equivalent to four (4) hours, and not a total of eight (8) hours for the two (2) separated half hour calls during that on-call period. It is understood that where the actual time worked throughout the entire on-call period exceeds four (4) hours, they will be paid regular wages equivalent to eight (8) hours. Where

the on-call Employee believes that the actual time worked will exceed eight (8) hours, they will obtain on-call IST Manager approval to continue and compensation will roll-over to another four (4) hours of pay equal to twelve (12) hours total but not limited to twelve (12) hours if the issue required the on-call Employee to work over the scheduled time required to resolve the issue. (As approved by the on-call IST Manager).

3. "Call-In" hours shall be deemed to include hours worked which may not necessitate the physical presence of the Employee at the workplace in such situations where the work may be performed remotely. To that end, the Employer will provide a Laptop Computer with an aircard at each Branch to be shared by the IST Employees at each Branch in order to facilitate connectivity with agency systems.
4. "Call-In" hours worked on an actual Statutory Holiday or the day of observance of the Statutory Holiday (other than Easter Monday or Remembrance Day) shall be paid at a premium rate of time and one-half (1½) the Employee's regular straight time hourly rate of pay. For hours worked on a holiday, the Employee shall also receive a minimum of four (4) hours of actual time worked. The time must be taken within a ninety (90) day period following the holiday.
5. Where an Employee has worked, they may at their option have such time accumulated in the Compensating Time Bank at the applicable rate. They shall be able to take the time off according to the amount of accumulated time standing to their credit in the Compensating Time Bank at such times as are mutually agreed between the Employee and their manager.
6. Employees will not be scheduled for on-call during times when they are on vacation and/or illness and/or on an approved leave of absence and on-call schedules will be adjusted as necessary in consultation with the Manager to accommodate Employee vacations and/or illness and/or on an approved leave of absence and any on-call schedule.
7. IST Employees in the Bargaining Unit may switch or swap their on-call schedules with another Employee in the same Branch provided such swaps or switches are confirmed in writing in advance to the Manager.
8. IST staff called to work at a branch while on call will be paid their kilometres from their home addresses to the branch (other than the Employee's home branch) and return back to their home in accordance with the HCCSS HNHB Travel, Meal and Hospitality Policy and Procedure.
9. When an IST Employee is scheduled for on-call, but does not receive a call they will be paid one (1) hour at the regular straight time rate from Monday to Friday, two (2) hours at the regular straight time rate on Saturday, Sunday

and two (2) hours at the rate of time and a half for statutory holidays.

10. Emergencies and special circumstances – if all members of the IST team are requested to come into the office, ie: flood, office relocation etc. all members including IST on-call staff will be paid as outlined in Article 16.04 with this replacing the regular IST on-call payment options for these types of circumstances unless the pay for time worked is less than the minimum IST on-call pay of four (4) hours straight time, at which point the IST on-call Employee would be paid the minimum.
11. If an Employee requests to alter the start time of a subsequent shift due to an extended overnight call, advice to the manager via e-mail will suffice.
12. It is understood in the interest of safety, in any situation where an on-call Employee may be required to attend an HCCSS HNHB worksite they shall not attend unless and until they have first contacted their on-call manager or designate and they have together agreed on how best to proceed in the circumstances. On-call Employees who are authorized to go onsite during office closure hours will not attend the site unaccompanied.

Section B – Facilities Employees

This letter sets out the on-call scheduling and the On-Call/Call-in compensation for the FACILITY Employees and the application of Article 16.05

1. The Bargaining Unit Employees in FACILITIES will be scheduled to be on-call on a rotational basis with one (1) person on call from Tuesday to the following Tuesday with the on-call periods defined as follows:
 - Monday – Friday: 1630hrs to midnight and midnight to 0830 hours the following morning
 - Saturdays, Sundays and statutory holidays, midnight to midnight each day.

Note for Clarity:

If a facilities Employee receives a call at 1800 hours and then at 0200 hours, this would be two (2) separate four (4) hour blocks of compensation because it falls in two (2) separate calendar days.

2. The frequency of On-call is determined by the number of staff participating. Example: If there are four (4) Facilities Employees in the On-call cycle, they will carry out On-call duties once every four (4) weeks.

As per Article 16.05(2) where the Bargaining Unit Employee is required to work during a period that they are on-call they will be paid at their regular rate of pay for the time worked. If the time worked is less than four (4) hours they will be paid regular wages equivalent to four (4) hours. For example

and for clarity; if during an on-call period someone was contacted at 5:00 p.m. and did one half an hour ($\frac{1}{2}$) of work and was not called again that day they would be paid regular wages equivalent to four (4) hours. If during the same on-call period they were called once at 5:00 p.m. to do half an hour of work and again at 7:00 p.m. to do half an hour of work they would be paid regular wages equivalent to four (4) hours, and not a total of eight (8) hours for the two (2) separate half hour calls. If during a weekend or stat holiday on-call period they were called once at 10:00 a.m. to do half an hour of work and again at 7:00 p.m. to do half an hour of work they would be paid regular wages equivalent to four (4) hours, and not a total of eight (8) hours for the two (2) separate half hour calls during that on-call period. It is understood that where the actual time worked throughout the entire on-call period exceeds four (4) hours, they will be paid regular wages equivalent to eight (8) hours. Where the on-call Employee believes that the actual time worked will exceed eight (8) hours, they will obtain manager approval to continue and compensation will rollover to another four (4) hours of pay equal to twelve (12) hours total but not limited to twelve (12) hours if the issue required the on-call Employee to work over the scheduled time required to resolve the issue (as approved by the manager).

3. "Call-in" hours shall be deemed to include hours worked which may not necessitate the physical presence of the Employee at the workplace in such situations where the work may be performed remotely.
4. "Call-in hours worked on an actual Statutory Holiday or the day of observance of the Statutory Holiday (other than Easter Monday or Remembrance Day) shall be paid at a premium rate of time and one-half ($\frac{1}{2}$) the Employee's regular straight time hourly rate of pay. For hours worked on a holiday, the Employee shall also receive a minimum of four (4) hours or actual time worked. The time must be taken within a ninety (90) day period following the holiday.
5. Where an Employee has worked, they may at their option have such time accumulated in the Compensating Time Bank at the applicable rate. They shall be able to take the time off according to the amount of accumulated time standing to their credit in the Compensating Time Bank as such times as are mutually agreed between the Employee and their manager.
6. Employees will not be scheduled for on-call during times when they are on vacation and/or illness and /or on an approved leave of absence and on-call schedules will be adjusted as necessary in consultation with the Manager to accommodate Employee vacations and/or illness and/or on an approved leave of absence and any on-call schedule.
7. Facilities Employees in the Bargaining Unit may switch or swap their on-call schedules with another Facilities Employee provided such swaps or

switches have the prior advanced approvals in writing from their manager and do not impact or interrupt intended service coverage.

8. Facilities staff called into work at a branch while on-call will be paid their kilometres from their home address to the branch (other than the Employee's home branch) and return to their home in accordance with Article 22 (Kilometre Allowance).
9. If a Facilities Employee who is on-call is not required to work, they will be paid two (2) hours/day at regular straight time rate for all weekdays. For the entire twenty-four (24) hour period on Saturday and Sunday, they will be paid three (3) hours/day at the regular straight time rate and on statutory holidays it shall be three (3) hours/day at the rate of time and one half for statutory holidays.
10. Emergencies and special circumstances – if all members of the IST team are requested to come into the office, ie: flood, office relocation etc. all members including IST on-call staff will be paid as outlined in Article 16.04 with this replacing the regular IST on-call payment options for these types of circumstances unless the pay for time worked is less than the minimum IST on-call pay of four (4) hours straight time, at which point the IST on-call Employee would be paid the minimum.
11. If an Employee requests to alter the start time of a subsequent shift due to an extended overnight call, advising the manager via e-mail will suffice.
12. It is understood in the interest of safety, in any situation where an on-call Employee may be required to attend an HCCSS HNHB worksite they shall not attend unless and until they have first contacted their on-call manager or designate and they have together agreed on how best to proceed in the circumstances. On-call Employees who are authorized to go onsite during office closure hours will not attend the site unaccompanied.

Signed this _____ day of January, 2025.

FOR THE UNION

Signed by:



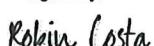
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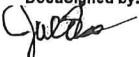
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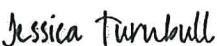
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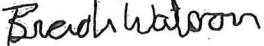
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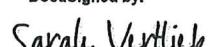
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Sarah Vertlieb

**LETTER OF UNDERSTANDING (F) WORKLOAD CONCERNS
AND REMEDY PROCESS renew**

-BETWEEN-

**HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION
NETWORK, CARRYING ON BUSINESS AS "HOME AND COMMUNITY CARE
SUPPORT SERVICES: HAMILTON NIAGARA HALDIMAND BRANT"
(HCCSS HNHB)**

-AND-

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 274
(HEREIN REFERRED TO AS THE "UNION")**

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 Employee's/Unions right to file a complaint under the OHSA and/or respective regulatory bodies should they choose.

Process

Concerns related to workload issues which have a direct impact on patient care and safety should be discussed with the Employee(s) Manager/Supervisor. The Employee(s) and the Manager/Supervisor agree to discuss and work towards a mutual resolution.

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

Agreed to in Toronto, on November 16, 2017.

Signed this _____ day of January, 2025.

FOR THE UNION

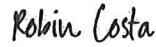
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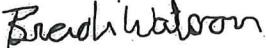
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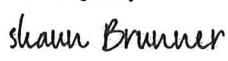
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FOR THE EMPLOYER

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Sarah Vertlieb
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LETTER OF UNDERSTANDING (H) NOTICE OF LONG-TERM LAYOFF renew

-BETWEEN-

HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK, CARRYING ON BUSINESS AS "HOME AND COMMUNITY CARE SUPPORT SERVICES: HAMILTON NIAGARA HALDIMAND BRANT"
(HCCSS HNHB)

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 274
(HEREIN REFERRED TO AS THE "UNION")

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

Signed this _____ day of January, 2025.

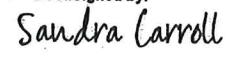
FOR THE UNION

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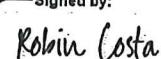
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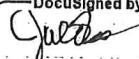
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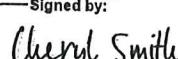
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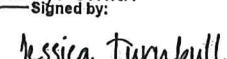
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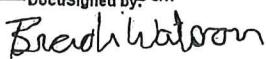
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FOR THE EMPLOYER

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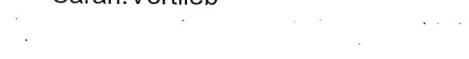
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LETTER OF UNDERSTANDING (I) DISCLOSURE DIRECTIVE renew

-BETWEEN-

HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK, CARRYING ON BUSINESS AS "HOME AND COMMUNITY CARE SUPPORT SERVICES: HAMILTON NIAGARA HALDIMAND BRANT"
(HCCSS HNHB)

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 274
(HEREIN REFERRED TO AS THE "UNION")

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

Signed this _____ day of January, 2025.

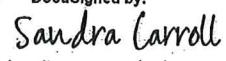
FOR THE UNION

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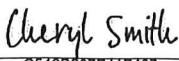
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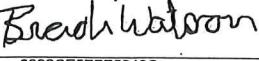
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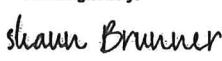


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FOR THE EMPLOYER

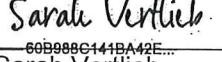
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Sarah.Vertlieb

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**LETTER OF UNDERSTANDING (J) PANDEMIC AND EMERGENCY
ORDER RELATED renew**

-BETWEEN-

HAMILTON NIAGARA HALDIMAND BRANT LOCAL HEALTH INTEGRATION NETWORK, CARRYING ON BUSINESS AS "HOME AND COMMUNITY CARE SUPPORT SERVICES: HAMILTON NIAGARA HALDIMAND BRANT" (HCCSS HNHB)

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 274
(HEREIN REFERRED TO AS THE "UNION")

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

Signed this _____ day of January, 2025.

FOR THE UNION

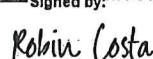
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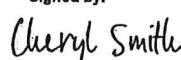
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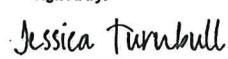
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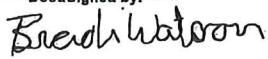
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Cheryl Smith
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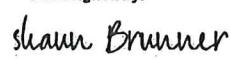
Jessica Turnbull
Signed by:



Bradi Watson
Signed by:

FOR THE EMPLOYER

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Shaun Brunner
DocuSigned by:



Sarah Vertlieb
DocuSigned by:

SCHEDULE A – WAGES

WAGE GRID EFFECTIVE: 2023 - 3%

Position Name	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
n/a	A									
Client Services Clerk Health Records Clerk	B	25.42	25.88	26.34	26.80	27.53				
Patient Care Assistant Receptionist Administrative Assistant to Managers Facilities Assistant AA to Hospice Palliative Care	C	28.53	29.08	29.57	30.08	30.58				
Financial Services Associate – Contract Reconciliation Financial Services Associate – AP & AR Financial Services Associate – Payroll Rehabilitation Assistant	D	29.34	29.93	30.48	31.04	31.65	32.25	32.86		
Solutions Technician Network Technician Applications Technician Support Analyst IS Data Processor Information & Referral Representative System Analyst & Educator RFP Analyst Health Records Specialist Communications Quality Specialist CHRIS Process Writer CSA Educator Performance Management & Accountability Analyst Strategy, Quality & Performance Management Analyst Funding Specialist Business Process Analyst Analyst, Family Managed Home Care Business Intelligence Reporting Analyst Procurement	E	35.79	36.50	37.24	37.98	38.74	39.51	40.32	41.13	41.92
Senior Applications Analyst	F	48.58	49.55	50.54	51.56	52.59	53.64	54.72	55.81	56.92

SCHEDULE A – WAGES

WAGE GRID EFFECTIVE: APRIL 1, 2024 – 3%

Position Name	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
n/a	A									
Client Services Clerk Health Records Clerk	B	26.19	26.66	27.13	27.60	28.35				
Patient Care Assistant Receptionist Administrative Assistant to Managers Facilities Assistant AA to Hospice Palliative Care	C	29.39	29.95	30.45	30.98	31.50				
Financial Services Associate – Contract Reconciliation Financial Services Associate – AP & AR Financial Services Associate – Payroll Rehabilitation Assistant	D	30.22	30.82	31.40	31.97	32.60	33.22	33.85		
Solutions Technician Network Technician Applications Technician Support Analyst IS Data Processor Information & Referral Representative System Analyst & Educator RFP Analyst Health Records Specialist Communications Quality Specialist CHRIS Process Writer CSA Educator Performance Management & Accountability Analyst Strategy, Quality & Performance Management Analyst Funding Specialist Business Process Analyst Analyst, Family Managed Home Care Business Intelligence Reporting Analyst Procurement	E	36.87	37.60	38.36	39.12	39.90	40.70	41.53	42.37	43.18
Senior Applications Analyst	F	50.04	51.04	52.06	53.10	54.17	55.25	56.36	57.48	58.63

