

# **Collective Agreement**

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**between:**

**Ontario Public Service Employees Union / Syndicat des  
Employés de la Fonction Publique de L'Ontario  
On behalf of its Local 675**

**And**

**North East Local Health Integration Network, carrying on  
business as Home and Community Care Support Services  
North East / Réseau local d'intégration des services de  
santé du Nord-Est, qui exerce ses activités sous le nom de  
Services de soutien à domicile et en milieu communautaire  
du Nord-Est**

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**DURATION: July 1, 2023 – June 30, 2025**



**Sector 17  
6-675-5555-20250630-17**

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## **PREAMBLE**

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

## **ARTICLE 1 – RECOGNITION**

1.01 The Employer recognizes the Union as the sole bargaining agent for all paramedical, office and clerical Employees, Information Systems Employees, Rehabilitation Assistants, Communicative Disorders Assistants and Personal Support Workers employed by the Home and Community Care Support Services North East, save and except Executive Assistants to the Executive Director, Senior Directors and Director, Communications; one Program Assistant in each non-Sudbury Branch Office; Payroll Administrators; Information System Project Administrators; Communication Specialists; Quality and Risk Specialists; Managers, persons above the rank of Manager and persons exempted under *s.1(3) of the Labour Relations Act*.

Where the Employer is successful in applying for summer student grants to hire students to replace bargaining unit members on vacation, such students shall be excluded from the bargaining unit.

### 1.02 Definitions

Employees covered by this collective agreement fall within one of the following categories:

(a) Full-Time Employee

A full-time Employee is an Employee who is designated as such by the Employer, and who normally works an average of seventy (70) hours per two-week pay period.

(b) Part-time Employee

A part-time Employee is an Employee who is designated as such by the Employer, and who normally works fewer hours per two-week pay period than a full-time Employee.

(c) Casual Employee

A casual Employee is an Employee who is designated as such by the Employer. A casual Employee works on an as-and-when-needed basis and has the option of accepting or refusing work.

(d) A temporary Employee may be hired for the following:

- (i) To fill a vacancy caused by a leave of absence under this Collective Agreement or by an absence caused by illness or injury;
- (ii) To temporarily fill a vacant permanent position while actively seeking to fill the position; or,
- (iii) To perform a specific task or project, not to exceed twelve (12) months, unless the parties agree to an extension in writing, which will not be unreasonably withheld.

A temporary Employee shall not obtain any seniority during the temporary employment, however, seniority will be granted if the temporary Employee becomes permanent. A temporary Employee's employment shall terminate upon the completion of the term or task or at any other time, as long as the termination is not contrary to any applicable legislation.

Where a permanent Employee is selected by the Employer to fill a temporary position, the following shall apply:

- (i) An Employee filling a temporary position shall retain their original status and entitlements; except,
- (ii) A full-time Employee filling a temporary part-time position shall retain their status and any accumulated banks; however, such an Employee shall be treated as a part-time Employee for the purposes of vacation, health and welfare and other benefits during the period of the temporary assignment;
- (iii) The Employee will be returned to their original position at the end of the temporary assignment.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the management, supervision and direction of the Home and Community Care Support Services North East is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited

in this Collective 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, efficiency;
  - (b) hire, direct, classify, transfer, promote, demote, lay-off and discharge, suspend or otherwise discipline Employees for just cause, provided that a claim by an Employee who has completed the probationary period that the Employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
  - (c) make and enforce and alter from time to time, rules and regulations to be observed by all Employees;
  - (d) determine the locations of its operations, machines and equipment to be used, qualifications of Employees, the assignment of work and the assignment of overtime work, the extension, limitation, curtailment or cessation of operations, the number of Employees required from time to time, the schedules of work and vacations, the standards of performance of all Employees and all other matters concerning the Employer's operations not specifically dealt with elsewhere in this Agreement.
- 2.02 The Employer will not exercise its functions in a manner inconsistent with the express provisions of this Agreement which constitute the only limitation upon the Employer's rights and authority which are subject to the test of reasonableness. Any exercise of these rights in conflict or inconsistent with the provisions of this Agreement shall be subject to the provisions of the grievance procedure set forth in Article 8.

### **ARTICLE 3 – ADMINISTRATION OF AGREEMENT**

- 3.01 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 3.02 The Union's failure to exercise any right, prerogative, or function hereby reserved to it, or the Union's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Union's right to exercise

such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### **ARTICLE 4 – NO DISCRIMINATION-HARASSMENT**

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.

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced 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.
- 4.02 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*.

- 4.03 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- 4.04 "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 their sex, sexual orientation, gender identity

or gender expression 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*.

- 4.05 The Employer and the Union recognize their joint duty to accommodate Employees in accordance with the provisions of the *Ontario Human Rights Code*.
- 4.06 The Employer will not negotiate with an individual Employee(s) or make any agreement directly with an individual Employee(s) which conflicts with the terms of this collective agreement.

## **ARTICLE 5 – NO STRIKE, NO LOCKOUT**

- 5.01 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 6 – UNION SECURITY**

### **6.01 Dues Deduction**

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.

### **6.02 T-4 Slips**

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

### **6.03 Notice of Dues**

The Employer shall provide the Union with names, and addresses of new members of the bargaining unit within one month of their starting date. In addition the Employer shall provide a list of terminations within one month of the terminations. Such lists may be combined on one monthly report, or as part of the dues remittance.

6.04 At least once every three (3) months, the Employer will provide the Union with a list, which includes the contact information shown on the Employer's personnel records, of all current members of the bargaining unit.

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

6.06 Correspondence

Correspondence between the Parties arising from this Agreement or incidental thereto shall pass, except as provided for elsewhere in this Agreement, between the Employer and the Union President with a copy to the OPSEU / SEFPO staff representative.

6.07 Copies of Agreement

The Employer and the Union desire each Employee to be familiar with the provisions of this Agreement and Employees' rights and obligations hereunder. For this reason, the parties will share equally the cost of printing and distributing sufficient copies of this Agreement to its Employees.

6.08 Electronic Bulletin Board/ Messaging Systems

The Employer will provide an electronic bulletin board for the posting of Union notices regarding local union business. Notices shall be submitted to the Director, Human Resources or designate for approval before being posted. Such approval shall not be unreasonably withheld. The Employer will also provide the Union with access to and use of its electronic meeting/messaging systems, subject to the Employer's usage policies.

6.09 New Employees

The Employer agrees to notify the Union of the name, address and phone number of any new Employee who falls within the scope of this Agreement. The notification will be done through an electronic distribution list to be maintained by the Union. The Union shall have a reasonable amount of time during the new Employee's orientation to acquaint the Employee with the presence of the union and the collective agreement.

## **ARTICLE 7 – UNION REPRESENTATION AND JOINT COMMITTEES**

7.01 The Employer recognizes the following committees:

- (a) Labour Management Committee (LMC);
- (b) Negotiating Committee;
- (c) Occupational Health and Safety Committee.

### 7.02 Labour Management Committee (LMC)

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

- (a) The Union may have the assistance of a union Staff Representative and the Employer may have the assistance of an outside resource person at any meeting of the LMC.
- (b) The purpose of LMC is to provide a forum for ongoing communication to discuss items which are of mutual concern to management and the Employees. The parties agree that Equity in the Workplace is an appropriate issue for discussion at LMC. With advance notice, either party may request to have representation of a bargaining unit member or an employer representative who identify with the topic of Equity for discussion.
- (c) The Committee will meet at least quarterly or as required. Both parties agree to alternate co-chairing of the meetings. The agenda for the meeting will be distributed at least seven (7) days prior to the meetings.
- (d) The Employer shall provide a recorder for the minutes. Draft minutes of the meeting will be circulated to the participants within ten (10) days of the meeting for finalization. Minutes will be signed by the co-chairs within thirty (30) days of the meeting and such signed minutes shall be posted on the Employers electronic bulletin board.
- (e) Provincial Labour Management

The parties agree to meet twice per year (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 discussions on issues

considered central to the existing collective agreements. The parties agree that these meetings will take place through teleconference/video conferencing. The meetings shall be limited to a two (2) hour period with agenda items identified at least one week prior to the meeting. The Union Committee shall consist of the Local Presidents (or designate) and a representative of the bargaining agent. There shall be no loss of pay or other credits for the Local Presidents (or designate) while participating in the meetings.

### 7.03 Negotiating Committee

#### a) Central Negotiating Committee

In the event that the parties agree to participate in central bargaining between the Ontario Public Service Employees Union and the Participating Home and Community Care Support Services', an Employee serving on the Union's Central Negotiating Team shall be granted time off as required for attending direct negotiations with the Participating Home and Community Care Support Services' and shall be paid for all scheduled shifts missed (including scheduled shifts on calendar days immediately before and after negotiations), up to and including mediation. It is agreed that the employer is not responsible for any other costs associated with the Employee's participation in bargaining. The number of Employees on the Union's Central Negotiating Team will be agreed to at the time the Memorandum of Conditions for Central Bargaining is negotiated; with the understanding it shall not be less than five (5) members.

#### b) Local Negotiating Committee

A Negotiating Committee of six (6) Employees. The Employer shall pay representatives of the Negotiating Committee their respective salaries for all time lost from regularly scheduled hours negotiating the Collective Agreement and renewals thereof, up to and including conciliation. It is agreed that the employer is not responsible for any other costs associated with the Employee's participation in bargaining.

### 7.04 Joint Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the workplace in order to prevent accidents, injury and illness. The parties agree to promote health & safety

throughout the organization and the employer further agrees to continue to make reasonable provisions for the health and safety of Employees during hours of employment.

- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to recognize a Joint Health and Safety Committee (JHSC), which may include branch committees, as required by legislation.
- c) The JHSC shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to health and safety.
- d) The JHSC shall meet at least quarterly or more frequently upon request. The Parties agree that such request shall not be unreasonable and must have a direct relation to a specific concern, risk or incident. The duties of chairperson and secretary will alternate between the parties, unless agreed otherwise by the parties. Finalized JHSC minutes, recommendations, and inspections will be posted on the bulletin board and intranet.
- e) The employer will recognize at least one (1) OPSEU / SEFPO JHSC member and one (1) alternate member elected or appointed by the Union. Any union representative elected or appointed in accordance with this Article shall serve for a term of two (2) calendar years from the date of appointment, which may be renewed for further periods. Any representative attending meetings of the JHSC during their scheduled hours of work shall not lose regular earnings as a result of such attendance.
- f) The Union and Management agree to endeavour to obtain the full co-operation of all Employees in the observation of all safety rules and practices.
- g) The parties recognize the benefits of training for Employees involved in direct care with respect to personal safety in the course of their employment duties, the content of which will be discussed and recommended by the parties from time to time through the JHSC.
- h) The employer shall take every precaution reasonable in the circumstances for the protection of a worker in accordance with the *Occupational Health and Safety Act 1990*.
  - (i) The Employer will inform Employees regarding the risks relating to their work and provide training and supervision so that

Employees have the skills and knowledge and equipment necessary to perform the work assigned to them in a safe manner.

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

- i) The employer will ensure adequate stocks of N95 respirators (or any other personal protective equipment as the parties may in writing agree) to be made available to employees who are patient facing at short notice in the event there are reasonable indications of the emergence of a pandemic, or provide an alternate safety measure as determined by the JHSC.

#### 7.05 Union Representatives

- 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.
- b) 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.
- c) The parties agree that stewards have their regular duties and responsibilities to perform as Employees, and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of grievances and shall be without loss of regular straight time earnings. Furthermore, the Employer reserves the right to limit the time spent investigating a grievance if it deems the time taken to be excessive.

### **ARTICLE 8 – GRIEVANCE PROCEDURE**

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

## 8.02 Complaint Stage

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

The manager 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.

## 8.03 Grievance Stage

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

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

## 8.04 Arbitration Stage

- a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party in writing within fourteen (14) calendar days of its intent to forward the matter to arbitration. Following the notification above, the parties shall exchange names of arbitrators. If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

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

#### 8.05 Time Limits

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

#### 8.06 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 for 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 discussions and negotiation during mediation, oral and written settlement discussions and proposals are privileged and cannot be disclosed or relied upon in any further proceedings.

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

## **ARTICLE 9 –ARBITRATION PROCEDURE**

### **9.01 Arbitration**

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 9.02.

- 9.02 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.
- 9.03 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.
- 9.04 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.
- 9.05 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.
- 9.06 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a Sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

Where the parties agree, they will exchange names of nominees within ten (10) calendar days. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the

Chairperson. If the parties' nominees are unable to agree on a Chairperson, or one of the parties fails to appoint a nominee, the appointment of the chair shall be made by the Minister of Labour for Ontario upon the request of either party.

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

## **ARTICLE 10 – PROBATIONARY EMPLOYEES**

10.01 The employment of a probationary Employee may be terminated at any time at the discretion of the Employer during the probationary period without recourse to the grievance or arbitration procedure. Such termination does not constitute a difference between the Parties under the Collective Agreement.

10.02 Notwithstanding Article 10.01, a probationary Employee may file a grievance with respect to the Employee's termination if the Employee claims that the termination was for:

- (i) Exercising a right under this agreement;
- (ii) Reasons that are contrary to any applicable legislation.

The onus shall be on the union to prove the allegations in (i) and (ii). Should the union be successful, the Employee shall be reinstated to the probationary period.

10.03 A Board of Arbitration shall resolve a discipline or discharge grievance by:

- (a) confirming the management's action in disciplining or discharging the Employee; or,
- (b) reinstating the Employee with full, partial, or no compensation for time lost, benefits, and with or without seniority or service credits; or,
- (c) any other arrangement that is just and equitable in the circumstances.

## **ARTICLE 11 – SENIORITY**

11.01 Seniority will operate on a bargaining unit wide basis, except in the case of layoff and recall, and will be stated in hours paid by the employer, subject to the following:

- (a) The maximum seniority accumulated in a calendar year will be one thousand eight hundred and twenty (1820) hours;
- (b) An Employee will accumulate seniority while on short term disability, LTD, WSIB, EI sick leave, Pregnancy leave, Parental leave, Union leaves and for the first thirty (30) calendar days of any other leave under the terms of this collective agreement. The rate of accumulation will be based on the Employee's average weekly hours paid over the thirteen (13) weeks immediately preceding the commencement of the leave.

#### 11.02 Probationary Employee

- (a) All newly-hired non-temporary full-time, part-time or casual Employees shall be hired on a probationary basis for a period of nine hundred and ten (910) hours worked for full time and nine hundred and ten (910) hours worked or nine (9) months worked, whichever comes first, for part-time and casual. A probationary period may be extended for an additional period of up to two hundred and eighty (280) hours worked, upon mutual consent of the parties.
- (b) During the probationary period, the Employer shall provide such ongoing supervision as it deems appropriate in the circumstances and undertakes to carry out a review with a probationary Employee midway through the probation period.
- (c) An Employee will acquire seniority status upon successful completion of the probationary period, computed from the Employee's date of last hire.
- (d) Probationary Employees are entitled to all the terms and conditions of this collective agreement, subject to Article 10.01 and any waiting period for health and welfare benefits under Article 23.
- (e) A temporary Employee who applies and is successful for a posted permanent vacancy that requires similar work in the same classification shall be given credit for the probation period for hours worked as a temporary Employee in that classification up to one-third of the probationary period.

#### 11.03 The Employer shall maintain a separate seniority list for the following:

- (a) paramedical,

(b) information technology,

(c) office and clerical Employees.

Up to date seniority lists shall be posted on the electronic bulletin board near the beginning of September, January and May each year. The Union president will be e-mailed a copy of the list.

11.04 Seniority shall be lost and an Employee shall be deemed to have been terminated:

(a) if the Employee voluntarily quits;

(b) if the Employee retires;

(c) if the Employee is discharged under Article 10 and not reinstated through the Grievance or Arbitration procedure;

(d) if the Employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;

(e) if 24 months have elapsed from the date of lay-off;

(f) if the Employee is absent from work for more than three scheduled working days without notifying the Employer or providing an explanation acceptable to the Employer for the lack of contact;

(g) if the Employee is absent from work for more than twenty-four (24) months due to accident or illness. The Parties agree that a period longer than twenty-four (24) months would constitute undue hardship, unless an Ontario statute expressly sets out a greater period;

(h) if the Employee fails to return to work upon termination of an authorized leave of absence without a reason satisfactory to the Employer or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

11.05 If an Employee accepts a transfer to a position outside of the bargaining unit, the Employee shall retain seniority acquired at the date of leaving for no more than eighteen (18) months or for the term required to replace a pregnancy, parental or sick leave, and will not accumulate any further seniority. Such employee on temporary assignment shall continue to pay union dues based on

the level of dues paid at the time of the transfer. If such Employee returns to the bargaining unit within eighteen (18) months or at the end of the replacing leave, the Employee shall be placed in a job consistent with the Employee's experience, seniority and original Branch.

11.06 It shall be the duty of the Employee to notify the Employer in writing promptly of any change in contact information.

11.07 Service

(a) Full-time

A non-temporary full-time Employee shall have a service date expressed as their date of hire. An absence without pay from the employer exceeding thirty (30) continuous calendar days will result in the Employee's credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, being suspended for the period in excess of the initial 30 days; the benefits concerned appropriately reduced on a pro rata basis and the Employee's anniversary date adjusted accordingly.

In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which the Employee is participating for the period of the absence. The Employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits in which the Employee is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

Notwithstanding the foregoing, service shall accumulate for a period of up to seventeen (17) weeks while an Employee is on pregnancy leave. For parental leave, service shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the Employee also took pregnancy leave, and thirty-seven (37) weeks if the Employee did not take pregnancy leave. The Employer will continue to pay its share of the premiums of the subsidized Employee benefits in which the Employee is participating for the above periods unless the Employee does not intend to pay their contributions.

(b) Part-time

Part-time Employees shall have their service expressed on the basis of number of hours worked in the bargaining unit.

Notwithstanding the foregoing, service shall accumulate for a period of up to seventeen (17) weeks while an Employee is on pregnancy leave. For parental leave, service shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the Employee also took pregnancy leave, and thirty-seven (37) weeks if the Employee did not take pregnancy leave. The rate of accumulation will be based on the Employee's average weekly hours worked over the twenty-six (26) weeks immediately preceding the commencement of the leave.

#### 11.08 Service on Change in status

Service shall be retained by a non-temporary Employee in the event that the Employee is transferred from full-time to part-time or vice versa. An Employee whose status is changed from full-time to part-time shall receive credit for service on the basis of one thousand eight hundred and twenty (1820) hours worked for each year of full-time service. An Employee whose status is changed from part-time to full-time shall receive credit for service on the basis of one year of service for each one thousand eight hundred and twenty (1820) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

#### 11.09 Service and Seniority of Employees on transfer in from a legacy employer

Any future group of Employees transferring from a predecessor employer as defined under applicable legislation without any break in employment shall be slotted into appropriate positions on seniority lists in accordance with their seniority at the predecessor employer. Likewise, the Employer shall recognize service levels at the predecessor employer.

### **ARTICLE 12 – JOB POSTING**

12.01 When a permanent vacancy occurs, that the Employer intends to fill or a new permanent classification is created inside the bargaining unit, the Employer shall post notice of the vacancy electronically and send a copy to the Union President and all seconded Employees. Temporary vacancies, which the Employer knows will last more than six months, shall also be posted and subject to the following process.

12.02 The vacancy notice shall be posted for seven (7) calendar days and contain the following information: classification, requirements for the position, wage or salary rate or range, initial assignment, geographic location and any other information the Employer deems pertinent.

For part-time postings, "initial assignment" shall also set out the expected number of scheduled hours.

### 12.03 Selection Process

- (a) Employees shall be selected for positions posted under Article 12.01 on the basis of the following factors: skill, ability, experience and qualifications.
- (b) Where these factors are relatively equal amongst the Employees considered, seniority shall govern, providing that the successful applicant is qualified to perform the available work.

12.04 Applicants from within the Bargaining Unit shall be given first consideration for the position. Where there are no applicants from within the Bargaining Unit who are qualified to perform the required work, the Employer may consider applications from persons outside the Bargaining Unit.

12.05 Each applicant from within the Bargaining Unit who receives an interview will be informed of the outcome of the job posting within seven calendar days of the final decision being made.

12.06 An unsuccessful applicant who has received an interview shall, upon request, be given an outline of the reasons for not being selected.

12.07 A successful applicant from within the Bargaining Unit shall be placed on a trial period of up to four (4) months which may be extended by the Employer for an additional two (2) months with the agreement of the union. In the event the Employee proves unsatisfactory in the position during the trial period, the Employee shall be returned to the Employee's former, or a similar position, without loss of seniority or other consequence when such a position becomes available. Any changes as a result of the initial filling of the vacancy shall likewise be reversed, if necessary.

12.08 A successful applicant for a position need not be considered for another vacancy which constitutes a lateral transfer for a period of nine (9) months. This will not apply in circumstances where an employee is applying for a position that would change the status of an employee from part-time to full-time or full-time to part-time, or temporary to permanent.

## 12.09 Temporary Assignments-Transfers

### (a) Within the bargaining unit

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 and perform the duties of a higher paying classification from the beginning or and for the duration of one (1) 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.

### (b) Excluded Positions

An Employee shall not be assigned to a position outside the bargaining unit without the Employee's consent.

## 12.10 Work of the Bargaining Unit

Subject to Article 13.06, and apart from any divestment, downloading, sale of a business, amalgamation or restructuring effected thereunder, no permanent fulltime Employee will be laid off or suffer a reduction of hours by reason of their duties being assigned to contractors, temporary Employees or two or more part-time or casual Employees

## **ARTICLE 13 – LAYOFF**

### 13.01 Layoff definitions

A "layoff" shall be defined as an instance where the Employer has decided to implement a reduction in the staff complement

A "short-term" layoff shall mean a layoff of up to and including thirteen (13) weeks.

A "long-term" layoff shall mean a layoff of more than thirteen (13) weeks.

### 13.02 Short-term layoff

- a) The employer shall provide Employees with notice of a short-term layoff of no less than twenty-eight (28) calendar days. A copy of the notice will be sent to the Union.



- b) The most junior Employee in the classification and geographic location to be reduced shall be given notice of layoff. That Employee may elect:
  - i) to transfer to a vacant position, or
  - ii) to displace the most junior person in the same geographic location on the same seniority list whose work the displaced Employee has the skill, ability and qualifications to perform without training other than normal familiarization.
- c) If the union requests to do so, the Employer shall meet with the local Union to review the effect on Employees in the bargaining unit.
- d) Any agreement between the Union and the Employer about the method of implementation of the layoff shall take precedence over the terms of this Agreement.
- e) The above shall not apply to layoffs of less than fourteen (14) calendar days where the Employer does not have sufficient time to comply with Article 13.02 in the circumstances and the circumstances do not affect the Agency as a whole.

### 13.03 Long-term Layoff and Divestment

- a) The employer shall provide Employees and the union with notice of a long-term layoff of no less than six months, provided the Employer has received sufficient notice of the circumstances leading to the layoff decision. In giving such notice, the Employer will set out the reasons causing the layoff, the anticipated duration of the layoff and will identify the Employees likely to be affected. Such notice shall be inclusive of any requirements of the *Employment Standards Act*. The Employer may choose to provide pay in lieu of notice required by the *Act*.
- b) The most junior Employee in the classification and geographic location to be reduced shall be given notice of layoff. That Employee may elect:
  - i) to transfer to a vacant position or
  - ii) to displace the most junior person in the same geographic location on the same seniority list whose work the displaced Employee has

the skill, ability and qualifications to perform without training other than normal familiarization.

- iii) To accept layoff and be placed on the recall list.
  - c) In addition to (b), a displaced Employee, if eligible, may elect to accept such retirement or exit options as may be developed by the Employer or provided in this agreement.
  - d) If the union requests to do so, the Employer shall meet with the local Union to review the effect on Employees in the bargaining unit.
  - e) Any agreement between the Union and the Employer about the method of implementation of the layoff shall take precedence over the terms of this Agreement.
  - f) The Employer will pay the next monthly benefit premium after the effective date of the layoff.
  - g) Temporary and then probationary Employees, in that order, in the classifications affected shall be laid off prior to permanent Employees.
  - h) Where possible, contractor arrangements in the geographic location shall be terminated prior to the layoff of permanent Employees. No contractor agreements will be renewed or extended in a geographic location while any permanent Employees remain on the recall list.
- 13.04 Notices to the originally affected Employee and the Union shall be deemed notice to any consequently affected Employee and to the Union for any consequent layoff.
- 13.05 An Employee who has the ability to perform the work but who does not meet the bilingual requirement of the position into which bumping would occur shall not be denied the opportunity to bump into the position provided it does not unreasonably interfere with the operational requirements of the Employer under the *French Language Services Act*.
- 13.06 Where an Employee is to be terminated as a result of a divestment, downloading, sale of a business, amalgamation or restructuring, the Employer shall make reasonable efforts to seek that such Employee will be provided with an offer of employment from the receiving employer. Notwithstanding the above, all

entitlements, severance, separation allowance or banks will be paid out upon termination or transfer of the Employee.

13.07 Laid off Employees will be given preference for any temporary vacancies which occur and are expected to exceed fourteen (14) working days, while they remain on the recall list.

13.08 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 14 – RECALL**

14.01 A laid off Employee to whom a definite date of return has been given shall return on that date or notify the Employer at least one week in advance that the Employee is not returning. An Employee who notifies the Employer that the Employee is not returning shall be deemed to be terminated at that time.

14.02 Recall from long-term layoff with no definite date of return

- (a) An Employee who has been placed on a long-term layoff with no definite date of return shall be notified by registered mail.
- (b) The notice of recall shall be sent as far in advance as possible but no later than three weeks before the expected date of return.
- (c) The Employee must contact the Employer within seven calendar days of the receipt of notice of return to work if the Employee intends to return.

14.03 Employees shall be recalled to the same or similar position, in order of seniority on the same seniority list provided that the recalled Employee has the skill, ability and qualifications to perform the work without training other than normal familiarization. Normal familiarization will be defined as that familiarization regularly afforded a newly-hired qualified Employee. If there are no positions in the Employee's original geographic location, the Employee may accept recall to a position in other than their original geographic location.

14.04 Recall rights will not be terminated as a result of an Employee refusing recall to an appropriate position at a geographic location other than that from which they were laid off.

14.05 An Employee who accepts recall to other than their original geographic location will have the right to be offered the first available and comparable position in their original geographic location, subject to recall seniority and prior to filling the vacancy through the job posting process.

## **ARTICLE 15 – HOURS OF WORK AND OVERTIME**

15.01 The following provisions are intended to designate normal hours of work on a daily shift and normal hours of work over the working schedule as determined by the Employer and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

- a) For full-time Employees, the normal hours of work determined by the Employer shall average 70 hours bi-weekly;
- b) For part-time Employees, the normal hours of work determined by the Employer shall be less than 70 hours bi-weekly;
- c) The standard work week for a full time Employee shall be consecutive hours (e.g. no split shifts) in consecutive days exclusive of an unpaid meal break.

### **15.02 Meal and Rest Periods**

- a) Employees shall be entitled to one 15-minute paid rest period for each 3 ½-hour period worked. Such rest period shall be taken in the approximate middle of the period worked unless otherwise approved by the supervisor.
- b) Employees are entitled to a one (1) hour unpaid meal break during a seven (7) hour work period to be scheduled in consultation with the Employee's supervisor.

### **15.03 Overtime**

- a) An Employee authorized by the Employee's supervisor to work in excess of seventy (70) hours per two-week pay period will be paid at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate of pay. Upon mutual agreement by the Employer and the Employee, the

Employee may be given the equivalent premium time off in lieu of pay. Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable or paid time taken on the same day.

- b) Overtime must be approved prior to being worked. Where it is impossible to obtain prior approval, the circumstances must be submitted to the Employee's supervisor promptly for approval with an explanation as to why prior approval could not have been obtained.
- c) No Employee may accrue an overtime bank that exceeds twenty-eight (28) hours. An Employee's bank shall be reduced by the amount of in lieu time requested immediately upon approval of the request to take lieu time.
- d) Extra shift and additional hours continuous to an existing shift and expected to last more than three (3) hours:
  - 1. Offer the shift to part-time and casual staff by seniority in the work group who has not worked seventy (70) hours in the pay period.
  - 2. If the shift is not accepted, offer the shift to full-time Employees in the work group by seniority, in person or by telephone awarding to the most senior who accepts the shift.
  - 3. If no one in the work group accepts the shift, offer the shift to other staff that is capable of performing the work.
  - 4. If an Employee accepts a shift for a planned leave day, they are agreeing to cancel their leave day.

Additional hours continuous to an existing shift and expected to last less than three (3) hours:

- 1. Offer the hours to any Employee already working their shift based on operational needs.

#### 15.04 Flex-time

An Employee and the Employee's supervisor may make mutually agreeable arrangements for flex work hours on an ad hoc basis within the same pay period or where necessary, by the end of the next pay period on Supervisor's approval, subject to the Employer's operational requirements. Neither shall unreasonably deny the request of the other.

The Employee and manager shall confirm flex time arrangements via e-mail or on an exceptional basis by telephone. The Employee shall document flex time arrangements in the company's electronic calendar system.

Where operational needs require work that can be accomplished in a flex-time arrangement and the supervisor responsible is not able to make voluntary arrangements with Employees who normally perform the work, the Supervisor may direct the most junior Employee to provide the service and a flex plan.

15.05 Summer assignments for Employees attached to school programs Employees who are assigned programming in schools during the academic portion of the calendar year (approximately September to June) may be assigned other work consistent with their experience and qualifications within the Employer's operations during the non-academic portion of the calendar year.

#### 15.06 Scheduling Provisions

- a) Work schedules, including vacation schedule, shall be posted 1 Dec, 1 April and 1 August and shall cover a four (4) month period commencing two (2) months after the date of posting (see Appendix B Chart).
- b) No Employee shall be scheduled to work on more than five (5) consecutive days without receiving two (2) consecutive days off. Alternate arrangements may be considered, on the consent of the parties, and as confirmed in writing.
- c) An Employee shall be allowed to exchange days off or shifts with another Employee in the same work group that normally performs the work, subject to the approval of the immediate Supervisor. Such mutual exchanges shall be in writing and shall not require the Employer to pay overtime resulting from additional unscheduled hours worked due to the exchange, or any additional compensation not otherwise payable.
- d) The posted schedules shall not require Employees to work on different shifts on the schedule without a minimum of sixteen (16) hours scheduled off between the different shifts unless agreed by mutual consent. This shall not be applicable to additional unscheduled hours made available by the Employer or to unscheduled overtime hours.
- e) The scheduling restrictions shall be waived for the period of 15 December to 15 January.

- f) Additional provision for full time Employees:
  - i) Overtime, for full time Employees, is defined as any additional hours in excess of the scheduled daily tour or in excess of seventy (70) hours per pay period.
  - ii) No changes to the posted scheduled are permitted with less than thirty (30) days' notice unless by mutual consent.
- g) Additional provision for part time Employees:
  - i) No changes to the posted schedule are permitted with less than twenty-four (24) hours' notice. The Employer will provide as much notice of the shift change as is possible.
  - iii) Overtime, for part-time Employees, is defined as any additional hours in excess of a scheduled eight (8) hour shift or in excess of seventy (70) hours per pay period.
- h) Scheduling errors that result in a junior Employee receiving hours that should have been assigned to a more senior Employee shall be adjusted by the Employer by assigning work in the amount of the lost hours to the affected senior Employee within a mutually agreed to time frame. It is understood that such assigned work will be over and above the senior worker's normal entitlement, and that it will not encroach on the normal entitlement of any other Employee. It is further understood that such replacement work assignments shall not constitute overtime for part time Employees.
- i) In the event of a declared emergency situation for the Home and Community Care Support Services North East, the seniority provisions for the offering of additional and/or overtime shall be waived
- j) In scheduling weekend, evening and designated holiday work rotations, the Employer shall distribute scheduled work as equitably as possible among the work group which normally performs the work.
- k) It is understood that where there are conflicting requests for scheduling of work and time off, seniority shall govern the granting of work schedules and time off.

When completing the schedule, the priority will be Regular Days Off (RDOs); then a combination of RDOs and vacation time that equals a full week block; then vacation requests in a full week block; followed by requests for individual days off.

#### 15.07 Scheduling Provisions extended Shift/Hours

An extended shift is defined as a shift where the Employee is scheduled to work more than eight (8) consecutive hours and up to and including twelve (12) consecutive hours inclusive of unpaid meal breaks.

Management in conjunction with the union will define the work group as those who normally perform the work.

##### a) Introduction and Discontinuance of Extended Shifts

i) Extended shifts shall be introduced into any work group when:

- a) seventy percent (70%) of the Employees in the work group so indicate by secret ballot, and
- b) the employer agrees to implement the extended shifts; such agreement shall not be withheld in an unreasonable or arbitrary manner;

ii) Extended shifts may be discontinued in any work group when:

- a) seventy percent (70%) of the Employees in the work group so indicate by secret ballot, or
- b) The Employer because of:
  - 1-Operational reasons
  - 2-Financial reasons

States intention in writing to the Union to discontinue the extended shifts.

iii) When written notice of discontinuation is given by either party in accordance with paragraph ii) above, then,

- a) the parties shall meet within two (2) weeks of the giving of



notice to review the request for discontinuance; and

- b) where it is determined that the extended shifts will be discontinued, affected Employees shall be given sixty (60) days' notice before the schedules are so amended.
  - i) Scheduling provisions of hours as identified in Article 15.06 shall apply, unless otherwise amended in this Article.
  - ii) Scheduling of such extended shifts will be on a rotational basis and distributed equitably.
- b) Extended shifts may be scheduled for more than eight (8) and up to and including twelve (12) hours inclusive of unpaid meal breaks as required by the employer.
- c) Meal and rest periods shall be administered as follows:
  - i) Meal and rest periods for shifts of more than eight (8) to eleven (11) hours shall be as per article 15.02.
  - ii) Meals and rest periods of greater than eleven (11) hours shall be:
    - 1- two fifteen (15) minute rest periods to be scheduled in consultation with the Employee's supervisor;
    - 2- two thirty (30) minute unpaid meal breaks to be scheduled in consultation with the Employee's supervisor.

#### Scheduling Summary

|                            |  |                                   |
|----------------------------|--|-----------------------------------|
| Shift Length<br>8-11 hours | Rest Period<br>2 periods of 15 minutes | Unpaid Meal break<br>1 hour break |
| Above 11 Hours             | 2 periods of 15 minutes                | 2 breaks 30 minutes each          |

There shall be no pyramiding of breaks i.e.; combining two 30 minute breaks to take one (1) hour break.

- d) The maximum number of twelve (12) hour shifts an Employee can work in a two (2) week period will be a maximum of six (6) twelve (12) hour shifts and one regular eight (8) hour shift with a total maximum of seventy (70) hours per pay period.
- e) No Employee shall be scheduled to work on more than four (4) consecutive extended shifts of 10 or more hours. Where an Employee works more than four (4) consecutive extended shifts of 10 or more hours, the Employee shall be paid at one and one-half (1 ½) of the Employee's regular straight time hourly rate for all hours worked on the fifth (5th) and subsequent shifts until the Employee is scheduled a day off.
- f) Where the Employees are scheduled a combination of regular and extended shifts, the employer will schedule up to a maximum of sixty (60) hours of consecutive work. Where the Employee works more than sixty (60) consecutive hours, the Employee shall be paid at one and one-half (1 ½) the Employee's regular straight time hourly rate for all hours worked past the sixty (60) hours until the Employee is scheduled a day off. There shall be no pyramiding of this premium with f) above.
- g) A request by an Employee for a change in the posted shift schedule must be submitted for approval. Exchanges shall only be for shifts of the same length. Such request will not be unreasonably withheld. Requests must be in writing and co-signed by the Employee willing to make the exchange. Such exchange shall not in any event result in additional costs to the employer.
- h) The employer agrees to discuss with the involved site or work group and the LMC any proposed changes to the schedules.
- i) The posted schedules shall not require Employees to work on different shifts on the schedule without a minimum of twelve (12) hours scheduled between the shifts. Where an Employee is not scheduled the minimum twelve (12) hours off, the Employee shall be paid at one and a half (1.5) times the Employees regular straight time hourly rate for the difference between the twelve (12) hours and the actual hours off.  
There shall be no pyramiding of this premium with any other premium payment.

- j) Payment for working designated holidays as listed in Article 18.01, will be in accordance with Article 18.02.
- k) Payment on sick, bereavement, emergency and family medical leave will be based on the hours scheduled to work.

## **ARTICLE 16 - LEAVES OF ABSENCE**

### **16.01 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.

### **16.02 Bereavement Leave**

An Employee who notifies the Employer as soon as possible following a death in the Employee's family will be granted a leave of absence in order to mourn and attend to arrangements for the number of days set out below without loss of the Employee's regular pay from the Employee's regularly scheduled hours.

- a) Five days in the event of the death of a spouse, child, stepchild, father, mother, sister, brother, step-parents. Spouse and child shall be as defined by the *Family Law Act* and shall include same-sex spouse.  
Three days in the event of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, mother-in-law, father-in-law.  
One day in the event of the death of a first cousin of the Employee, uncle, aunt, niece and nephew.
- b) The Employee will be entitled to save any portion of the bereavement leave where a service or interment is scheduled at a later date. Where travel is required, additional time without pay may be granted by the Employer.

- c) Bereavement leaves must be completed within one (1) calendar week of the commencement of such leave.

#### 16.03 Pregnancy and Parental Leave

- a) Employees shall be entitled to Pregnancy and/or Parental Leave in accordance with the *Employment Standards Act*.
- b) A pregnant Employee may request an accommodated transfer from their current duties if, in the professional opinion of the Employee's physician, the pregnancy may be at risk. If such a transfer is not possible, the pregnant Employee will be granted an early commencement of their pregnancy leave or a sick leave as appropriate.
- c) Pregnancy Leave Sub Plan
  - i) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an Employee who has completed at least thirteen (13) weeks of continuous service prior to commencement of the leave, who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to *Section 22 of the Employment Insurance Act, 1996*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits during their leave and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the Employee is in receipt of such benefits, for a maximum period of the pregnancy leave. The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.
  - d) The Employee does not have any vested right except to receive payments for the covered unemployment period.

- i) The employer shall continue to pay its portion of the extended health and benefits plan, the Pension Plan, or the percentage in lieu of benefits for part-time Employees, pursuant to the *ESA* requirements, based on the Employee's normal weekly hours for the full duration of the pregnancy and/or parental leave.
- e) Effective for leaves commencing on January 1, 2018 or after, the Employer will pay wages up to 84% during the one week waiting period.

The amount of any sub payment made by the Employer over the current period in the Collective Agreement shall not increase or decrease as a result of an employee's option to extend any leave under the changes to existing Employment Insurance Legislation.

#### 16.04 Family Medical Leave – Paid Days

Employees shall be entitled to receive up-to three (3) days of family medical leave when they must provide support for the medical needs of an immediate family member (parents, spouse, and children) during regular work hours, without loss of the Employee's regular straight time earnings. There shall be no carryover of the paid days. This entitlement is further defined and subject to change as per Home and Community Care Support Services North East policy currently titled Family Medical Leave – Paid Days.

#### 16.05 Jury or Court Witness Duty Leave

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

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

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

#### 16.06 Leave for Home and Community Care Support Services-Related Organizations

Employees elected to a Provincial or National Organization of relevance to the work being done by the Employer, in the opinion of the Director, Human Resources, may, at the discretion of the appropriate manager be granted up to ten days without loss of the Employee's regular straight time earnings per calendar year to attend meetings.

#### 16.07 Leave for Public Affairs

The Employer recognizes the right of Employees to participate in public affairs. Any Employee wishing to run for public office, upon written request to the CEO will be granted a leave of absence without pay and without loss of seniority for a period not to exceed two consecutive months.

#### 16.08 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.

#### 16.09 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.

#### 16.10 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, 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 the Employee is participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. The Employee 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 Home and Community Care Support Services North East plus accrued interest, if any, will be returned to the Employee within a reasonable period of time. In the case of the Employee's death, the funds will be paid to the Employee's estate.
- k) The Home and Community Care Support Services North East will endeavor to find a temporary replacement for the Employee as far in advance as practicable. If a temporary replacement is not found, the Home and Community Care Support Services North East shall authorize contracted service to facilitate the leave. If a suitable replacement is not found, the Employer may postpone the leave and as much notice as reasonably possible will be given to the Employee. The Employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to 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 the Employee 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 13 Layoff and Article 14 Recall 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 16.10 of the Collective Agreement.
- ii) the period of salary deferral and the period for which the leave is requested.

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

## **ARTICLE 17 – UNION LEAVES OF ABSENCE**

### **17.01 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 total leave granted for these Employees shall not exceed a total of 70 cumulative working days in any fiscal year.

### **17.02 OPSEU / SEFPO President and First-Vice-President**

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

intention to return to work at least four weeks prior to the date of return. It is agreed that seniority will accumulate during such leaves.

#### 17.03 Leave – OPSEU / SEFPO Executive Board of Directors

An Employee, who is elected to the Executive Board of Directors of the Ontario Public Service Employees Union or any other Provincial Committee of the Ontario Public Service Employees Union, other than to the offices of provincial President or First Vice President, shall be granted a leave of absence without pay. Leave of absence under this provision shall be in addition to the Union Leave provided in Article 17.01 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.

17.04 During a leave of absence under Article 17, the Employer shall maintain the Employee's salary and benefits and the Union shall advise which of the central or the local body will be responsible to reimburse the Employer promptly for the cost of such salary and benefits. This shall exclude short-term sick leave, LTD and WSIB for an Employee on a leave under Article 17.02.

### **ARTICLE 18 – DESIGNATED HOLIDAYS**

18.01 The following shall be recognized as designated holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day (July 1)
- Labour Day
- Thanksgiving Day
- Family Day
- Christmas Day
- Boxing Day
- Civic Holiday

This includes any days celebrated in lieu of any such holiday and any other day required by the Government of Ontario or the Government of Canada to be observed as a public holiday.

Holiday shifts that become available after the schedule is posted will be offered among the work group normally performing the work, first to full time Employees on a seniority basis and then to part-time or casual Employees, who have indicated their willingness to work such hours. Where there are no volunteers for the shift, the most junior Employee in the work group will be scheduled.

- 18.02 In the event that an Employee is scheduled to, and works on any of the above holidays, the Employee shall be paid at the rate of time and one-half the regular straight time hourly rate of pay for all hours worked on the holiday. In addition, each full-time Employee shall be given one day off with pay at the Employee's regular straight time hourly rate of pay, and such day off shall be taken on a day that the Employer and the Employee concerned agree upon. Employees who are entitled to a lieu day under this provision will be entitled to seven (7) or seven and one-half (7½), as applicable, hours pay on the lieu day.
- 18.03 Should a public holiday occur during an Employee's vacation period, it shall be considered a public holiday and no deduction made from the Employee's vacation credits for the day.
- 18.04 In addition to the above, a full time Employee shall be entitled to a floating holiday hour bank on the following basis:
- a) the Employee shall accumulate 0.538 hours per pay period
  - b) there shall be no payout of the floating holiday bank
  - c) there shall be no limit to the accumulation of hours
  - d) bank time will be taken at a mutually agreeable time
- 18.05 Part-time, casual and temporary Employees receive holiday pay in accordance with Article 24.01 e).

## **ARTICLE 19 – VACATIONS**

### **19.01 Full-time Vacation Entitlement**

Full-time Employees shall be entitled to vacation on the following basis:

- (a) At commencement of employment, a full-time Employee shall accrue 5.38 hours (four weeks) of vacation credits per pay period of active employment;

- (b) After thirteen (13) years of service, as adjusted by Article 11.07, a full-time Employee shall accrue 6.73 hours (five weeks) of vacation credits per pay period of active employment;
- (c) After twenty-one (21) years of service, as adjusted by Article 11.07, a fulltime Employee shall accrue 8.08 hours (six weeks) of vacation credits per pay period of active employment;
- d) A full-time Employee's vacation credit bank shall not accumulate more than thirty three (33) pay periods of vacation credits. After such accumulation, the Employee shall be required to take vacation days to ensure the maximum is not exceeded.
- e) A full-time Employee may be entitled to borrow up to two (2) weeks from the current year's entitlement during the course of the current year, subject to operational requirements. It is understood that the vacation year commences on the employee's date of hire (or the conversion date of hire.) Requests may be denied if they result in the employee receiving more than the current vacation year entitlement.

Note: Employees with vacation entitlement levels in excess of the amounts set out above shall be red-circled until the vacation entitlement reaches or exceeds the Employee's level. Up to 31 December 2009, Employees will be able to borrow their full year's entitlement.

#### 19.02 Part-time and Casual Vacation

- a) Part-time and casual Employees shall receive vacation pay as a percentage of gross earnings in each pay period proportionate to full time. One week's entitlement is equivalent to two percent (2%) vacation pay. At no time shall the amount earned be less than the *Employment Standards Act* minimum.
- b) Part-time Employees shall receive unpaid vacation time off proportionate to a full-time Employee.

#### 19.03 Vacation Scheduling

- a) Vacation scheduling shall be done in three periods: 1 February to 31 May; 1 June to 30 September; 1 October to 31 January. Vacation requests shall be submitted three months in advance of the posting period and shall be approved within one month. See the chart attached to the Collective Agreement as Appendix 'B'.

- b) Where there are conflicting requests for vacation, seniority shall govern the granting of vacation. In each period, an Employee may exercise their seniority for no more than one request, of consecutive days, of up to two weeks of vacation.
- c) Requests for single vacation days will be considered on an individual basis subject to operational needs and shall not be unreasonably denied. During the scheduling process, requests for a full week of vacation will have priority over single day requests.
- d) The granting of requests submitted after the dates set out in the chart shall be on a first-come, first-served basis.

#### 19.04 Adjustments to Vacation Credits and Accumulation Rates

Employees will cease to earn vacation credits and service towards the next accumulation level according to Article 11.07, when on an approved unpaid leave of absence in excess of thirty (30) consecutive calendar days, or in excess of entitlements for Pregnancy and Parental Leaves under the *Employment Standards Act*.

#### 19.05 Vacation Pay on Termination

- a) Where the Employer terminates the employment of an Employee for any reason; the Employee shall receive the vacation pay they have earned up to the date of termination.
- b) Where a terminating Employee has taken more vacation than earned, the Employee shall reimburse the employer for the unearned vacation through deduction from the Employee's final pay cheque or some other arrangement where the final pay cheque is not sufficient.
- c) In the event of the death of an Employee, the amount of accumulated vacation credits shall be paid to the Employee's estate subject to the proper tax authorizations being filed with the Employer.

Note: Employees who, as of 8 March 2009, would have become entitled to a seventh-week of vacation, prior to 7 March, 2010, shall receive that entitlement.

#### 19.06 Vacation Interruption-Serious Illness

- 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 hospital, the period of such hospitalization and post hospitalization shall be considered sick leave.
- c) Eligibility under (a) and (b) of this provision is conditional upon prompt notification of illness by the employee to their immediate supervisor or designate and submission of a physician certificate

#### 19.07 Vacation Interruption- Bereavement

Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with the collective agreement. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be charged to the employee's vacation credits

### **ARTICLE 20 - PERSONNEL FILE AND RECORD OF DISCIPLINE**

#### 20.01 Personnel Files

An Employee shall have the right at any time to have access to and review their personnel file on reasonable notice and in the presence of the Employer. The Employee shall initial documents in the personnel file to indicate they have reviewed the contents. Initialing shall not be construed as agreement with the contents. The Employee shall have the right to respond in writing to any documents contained therein and such reply shall become part of the personnel file. However, any such response shall not have the effect of diminishing any disciplinary notations on the file. Proper challenges to discipline are made following the grievance procedure.

- 20.02 Any letter/record of reprimand, discipline and/or suspension will be removed from the record of an Employee 18 months following the receipt by the Employee of such discipline provided that there has been no repeat of that specific type of discipline during that period. In arbitration, an Employee may not claim that the

Employee has been discipline-free for any more than that period if such is not the case.

## **ARTICLE 21 – EXPENSES**

21.01 Each Employee who is required to operate their automobile will be paid a kilometrage allowance.

Effective July 1, 2023 – increase mileage to 55 cents

21.02 If an Employee is required by the Employer to attend an employment related seminar or conference and the cost of meals is not included, or the Employee is more than 50 kilometres from their office or home, whichever is closest, at meal times, the Employee is entitled to claim the following expenses.

Breakfast - \$10.00    Lunch - \$12.50    Supper - \$22.50

21.03 Where an Employee is required to stay overnight as a result of a work-related assignment, the Employer agrees to pay hotel accommodations reasonable for the location.

21.04 Employees will claim kilometrage from their home or their office to their first appointment of the day and from the last appointment of the day, whichever is the most economical, where the Employee does not need, and is not required to attend at the office.

## **ARTICLE 22 – EDUCATION**

22.01 The Employer will encourage staff development by sponsoring Employer related educational workshops and forums and facilitating Employee participation during the work day. Such opportunities will be equitably distributed in accordance with the organization's priorities.

## **ARTICLE 23 - SICK LEAVE**

23.01 Short-term Sick Leave

Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to an Employee's legitimate illness which prevents the Employee from working. Sick leave is a privilege and shall not be used for any other purposes.

- (a) There shall be a Sick Leave Credit Bank for each permanent full-time Employee in the active employ of the Employer who has completed the probationary period.
- (b) Each eligible Employee shall accumulate sick leave credits of 4.85 hours per pay period of active employment to a maximum of one thousand two hundred and sixty (1260) hours.
- (c) Where a full-time Employee is absent from work due to legitimate illness, the Employee shall not lose the Employee's regular straight time earnings from the Employee's regularly scheduled hours but shall draw from the Employee's Sick Leave Credit Bank to the extent of the Employee's credits.
- (d) Certification of absence and Return to work
  - i) The Employer may require from Employees a doctor's opinion on the employer's form to cover any absence due to illness, where the frequency, circumstances, or pattern of the absences so warrant.

Where practicable, notification of the requirement to provide certification will be given in advance of the Employee's return.

- ii) All Employees returning to work after any absence due to illness or injury, may be requested to present proof of fitness to return to work in the form of medical documentation (i.e. functional medical assessment) from a duly qualified medical doctor.
- iii) Where there is documented medical opinion on accommodation or restrictions, a return to work meeting will be convened prior to an Employee's return and as soon as possible after the Employer receives notification of an Employee's expected return to work date.
- iv) Should the Employer require additional information or clarification of the accommodations or restrictions, the request will be made forthwith in writing to the Employee. A job description and physical or cognitive demands assessment may form part of the request.
- v) The cost of any medical certification or opinion required by the Employer will be paid by the Employer.



- (e) An Employee, who will be absent due to illness or injury, shall be required to notify the manager or designate, preferably eight hours prior to the commencement of the shift, but in any event no later than one hour prior to the normal commencement of the shift. Failure to give such notice without reasonable excuse will result in loss of sick leave benefits for the day of absence. Notification will be considered delivered if the Employee follows the reasonable protocol established by the Employer.

### 23.02 Injury

- (a) Employees who are injured during working hours in the course of their employment shall be entitled to receive full wages and benefits for the balance of their shift, without deduction being made from their Sick Leave Credit Bank.
- (b) Employees who are injured during working hours in the course of their employment, and who require care by a physician, shall receive transportation to the nearest physician or Hospital at the expense of the Employer.
- (c) Where the Employee has filed a claim for WSIB, the Employee will be entitled to use available sick leave credits to maintain their full pay until an initial decision is rendered on the claim. Where the claim is approved, the Employee will reimburse the Employer for the credits used and the bank will be adjusted according to the payment received.

### 23.03 Health Care Appointments

- (a) Every effort shall be made by Employees to schedule personal medical or dental appointments outside of their scheduled work hours. Where it is not possible to do so, an Employee may attend to such appointments during working hours, provided that permission is received from the Employee's supervisor.
- (b) Each permanent full-time Employee will be provided with seven hours without loss of pay per fiscal year, which may be used for medical, dental or other health professional appointments.
- (c) This appointment allotment is not cumulative from year to year.

- (d) Upon exhaustion of this allotment, all subsequent medical, dental or other health professional appointments shall be without pay or the Employee will be allowed to use any accumulated credits, other than sick leave credits, to maintain their pay.

## **ARTICLE 24 – PENSIONS AND HEALTH AND WELFARE BENEFITS**

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.

24.01 The Employer's sole obligation for health and welfare benefits shall be to pay one hundred percent (100%) of the billed premium costs for all participating eligible permanent full-time Employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements:

### a) Life Insurance

- i) Basic Life Insurance of 2x annual salary with fifty percent (50%) reduction at age sixty-five (65) for those continuing to work and termination at age seventy (70) or retirement; Accidental Death and Dismemberment of 2x annual salary;

### b) Extended Health Care:

- i) Drugs: no deductible, no maximum limit, dispensing fee cap \$7.50, termination at age 70
- ii) Mandatory Generic Substitution  
  
Applies to all Employees and can only be substituted with verification of medical reasons by a physician, as per the practice of the insurer.
- iii) Hearing Aids: \$300.00 every five years
- iv) Vision Care: one exam every 24 months; \$500.00 every two (2) years; can be used for laser surgery or diagnostics not otherwise covered;
- v) Paramedical: \$500.00 per year claimant per discipline:

Physiotherapist, Massage Therapist, Clinical Psychologist, Speech Pathologist, Chiropractor, Osteopath, Chiroprapist, Podiatrist, Naturopath.

- vi) Nursing Care: \$10,000 per year per person;
- vii) Orthotics: 2 pairs per calendar year, maximum \$225 per pair;
- viii) Deluxe Travel: up to 60 consecutive days, \$1,000,000.00 per trip;
- c) Dental care, no deductible, ODA fee schedule: current less one year:
  - i) Basic Services: 100%, up to \$2,000 per year per person;
  - ii) Major Services: 50%, up to \$2,000 per year (includes crowns, bridges, denture services)
  - iii) Complete oral exam: every three years
  - iv) Recall: every six months
  - v) Termination: age 70
- d) Long-term disability: 66.67%; 180-day elimination period; two-year own occupation; termination at age 65 or termination of employment; 6/12/24 pre-existing conditions.
- e) Part time and casual Employees will receive pay in lieu of benefits (including holiday pay, sick pay, health benefits, and pension) of twelve percent (12%) on all regular straight time wages on each pay.

#### 24.02 Pension Plan

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

- a) Upon commencement of employment of a continuous full-time Employee, the Employer agrees to enroll, as a condition of employment, its Employees into a basic pension plan administered by the Healthcare of Ontario Pension Plan (HOOPP).

- b) A part-time Employee will be given the option of joining the Healthcare of Ontario Pension Plan (HOOPP) after the applicable requirements have been met. Where the Employee elects to join the plan, their pay-in-lieu of benefits will be reduced by three percent (3%).

24.03 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.

24.04 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.

#### 24.05 Employee Responsibility

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

### **ARTICLE 25 – WAGES AND PREMIUMS**

(Wage Scale see APPENDIX "A")

#### 25.01 New Classification

When a new classification in the bargaining unit is established by the Employer, the Employer shall advise the Union of the new classification and the rate of pay. If the union makes a request within fourteen (14) calendar days of such advice, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay, provided that the meetings won't delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved within fourteen (14) calendar days following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement. The arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications in the bargaining unit.

## 25.02 Standby

An Employee required to standby, be available by mobile device or remain available for call-back duty, on other than regular scheduled hours shall be paid at the rate of four dollars (\$4.00) per hour of standby time. Hours worked for callback shall be deducted from hours for which the Employee receives standby pay.

## 25.03 Call Back

- a) An Employee, who is called to work after leaving the Employer's premises and outside of the Employee's regular scheduled hours, shall be paid a minimum of no less than four hours pay at time and one-half (1½) their regular straight time hourly rate for work performed on the call-in.
- b) Telephone consultations will be compensated with a minimum of one hour per consultation and in quarter hour increments thereafter, at time and one half (1½).
- c) In the event that a period referred to above overlaps and extends into the Employee's regular shift, the Employee will receive time and one half (1½) up to the Employee's regular start time and the Employee's regular hourly rate for the remaining hours of the Employee's regular shift.
- d) Call back and consultation periods referred to above cannot be pyramided. Additional calls during the minimum period do not attract an additional minimum.

## 25.04 Shift Premium

An Employee shall be paid a shift premium, as set out below, for each hour worked which falls between 17:00 and 08:00 hours.

July 1, 2023

|                        |        |
|------------------------|--------|
| Office and Clerical    | \$1.75 |
| Paramedical            | \$2.20 |
| Information Technology | \$1.95 |

#### 25.05 Weekend Premium

An Employee shall be paid a weekend premium of as set out below for each hour worked which falls between 20:00 hours Friday to 08:00 hours Monday.

July 1, 2023

|                        |        |
|------------------------|--------|
| Office and Clerical    | \$2.00 |
| Paramedical            | \$2.45 |
| Information Technology | \$2.20 |

#### 25.06 No Pyramiding

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied.

### **ARTICLE 26 – MISCELLANEOUS**

#### 26.01 Gender References

- a) The parties to this Collective Agreement agree that the Collective Agreement will be written in gender neutral language.
- b) Where any personal pronoun is used in this Agreement, it shall mean and include all gender pronouns where the context so applies.

26.02 An Employee is expected to provide a minimum of two weeks' notice of resignation.

#### 26.03 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.

#### 26.04 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*.

## **ARTICLE 27 – DURATION**

27.01 This agreement is in effect until June 30, 2025 inclusive and from year to year thereafter unless either party gives the other party written notice ninety (90) days prior to the expiry date of this Agreement, of its desire to amend or terminate this agreement.

27.02 Notice that amendments are required or that either party desire to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.

27.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after giving of notice, if requested to do so.

**Signed at the City of Greater Sudbury, this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

CAEFF7D5AED0498...

Signed by:

*Joanne Kellan*

84F2F9261EE9401...

Signed by:

*Michelle Serra*

1178BCF2E5744D6...

DocuSigned by:

*ARy*

04E331FBD26C44A...

DocuSigned by:

*Beth Parr*

F68BD3FB2167476...

DocuSigned by:

*Jennifer Dagniere*

417513B3F12341D...

Signed by:

*Kevin Sloan*

D8FEEAEB784D419...

Signed by:

*Laura Dumoulin*

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Signed by:

*[Signature]*

9C400576DB36458...

Signed by:

*Sue Rehel*

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*Sylvie Brule*

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*J. Clement*

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30 October 2024 | 11:11 AM EDT

### **APPENDIX 'A'**

#### **Wages**

**Year 1** – 3% (Paid Retro to July 1, 2023) to all classifications and all Steps

**Year 2** – 3% July 1, 2024 to all classifications and all Steps

### **APPENDIX 'B'**

| <b>Work/Vacation<br/>Schedule for time<br/>period by</b> | <b>Vacation<br/>requests<br/>submitted by</b> | <b>Schedule<br/>posted and<br/>approved by</b> |
|--|---|--|
| 1 February – 31 May                                      | 1 November                                    | 1 December                                     |
| 1 June – 30 September                                    | 1 March                                       | 1 April  |
| 1 October – 31 January                                   | 1 July  | 1 August                                       |

**OPSEU/SEFPO Wage Scale**  
**Office & Clerical**

| <b>Classification</b>  | <b>Step</b> | <b>Jul 1/2023<br/>(3.0%)</b> | <b>Jul 1/2024<br/>(3.0%)</b> |
|--|-------------|------------------------------|------------------------------|
| General Office Worker  | Step 1      | \$ 14.84                     | \$ 15.29                     |
|  | Step 2      | \$ 15.98                     | \$ 16.46                     |
|  | Step 3      | \$ 17.00                     | \$ 17.51                     |
|  | Step 4      | \$ 18.21                     | \$ 18.76                     |
|  | Step 5      | \$ 19.31                     | \$ 19.89                     |
|  |             |                              |                              |
| Team Assistant   | Step 1      | \$ 24.61                     | \$ 25.35                     |
|  | Step 2      | \$ 25.56                     | \$ 26.33                     |
|  | Step 3      | \$ 26.54                     | \$ 27.34                     |
|  | Step 4      | \$ 27.62                     | \$ 28.45                     |
|  | Step 5      | \$ 28.60                     | \$ 29.46                     |
|  |             |                              |                              |
| Financial Services Assistant   | Step 1      | \$ 24.90                     | \$ 25.65                     |
|  | Step 2      | \$ 25.85                     | \$ 26.63                     |
|  | Step 3      | \$ 26.86                     | \$ 27.67                     |
|  | Step 4      | \$ 27.88                     | \$ 28.72                     |
|  | Step 5      | \$ 28.92                     | \$ 29.79                     |
|  |             |                              |                              |
| Clinical Administrative Assistant  | Step 1      | \$ 25.53                     | \$ 26.30                     |
|  | Step 2      | \$ 26.47                     | \$ 27.26                     |
|  | Step 3      | \$ 27.49                     | \$ 28.31                     |
|  | Step 4      | \$ 28.51                     | \$ 29.37                     |
|  | Step 5      | \$ 29.54                     | \$ 30.43                     |
|  |             |                              |                              |
| Health Records Assistant   | Step 1      | \$ 26.60                     | \$ 27.40                     |
|  | Step 2      | \$ 28.00                     | \$ 28.84                     |
|  | Step 3      | \$ 29.46                     | \$ 30.34                     |
|  | Step 4      | \$ 30.91                     | \$ 31.84                     |
|  | Step 5      | \$ 32.37                     | \$ 33.34                     |
|  |             |                              |                              |
| Program Assistant<br>Executive Assistant<br>Project Management Assistant | Step 1      | \$ 30.15                     | \$ 31.05                     |
|  | Step 2      | \$ 32.04                     | \$ 33.00                     |
|  | Step 3      | \$ 33.93                     | \$ 34.95                     |
|  | Step 4      | \$ 35.80                     | \$ 36.87                     |
|  | Step 5      | \$ 37.69                     | \$ 38.82                     |
|  |             |                              |                              |
| Accounting Administrator   | Step 1      | \$ 35.57                     | \$ 36.64                     |
|  | Step 2      | \$ 37.80                     | \$ 38.93                     |
|  | Step 3      | \$ 40.03                     | \$ 41.23                     |
|  | Step 4      | \$ 42.25                     | \$ 43.52                     |
|  | Step 5      | \$ 44.52                     | \$ 45.86                     |

### **Information Technology**

| <b>Classification</b>   | <b>Step</b> | <b>Jul 1/2023<br/>(3.0%)</b> | <b>Jul 1/2024<br/>(3.0%)</b> |
|---|-------------|------------------------------|------------------------------|
| Service Desk Technician   | Step 1      | \$ 26.49                     | \$ 27.28                     |
|   | Step 2      | \$ 28.38                     | \$ 29.23                     |
|   | Step 3      | \$ 30.26                     | \$ 31.17                     |
|   | Step 4      | \$ 32.13                     | \$ 33.09                     |
|   | Step 5      | \$ 34.02                     | \$ 35.04                     |
|   |             |                              |                              |
| Information Systems Technical Analyst                               | Step 1      | \$ 30.15                     | \$ 31.05                     |
|   | Step 2      | \$ 32.04                     | \$ 33.00                     |
|   | Step 3      | \$ 33.92                     | \$ 34.94                     |
|   | Step 4      | \$ 35.77                     | \$ 36.84                     |
|   | Step 5      | \$ 37.69                     | \$ 38.82                     |
|   |             |                              |                              |
| Business Systems Analyst  | Step 1      | \$ 30.21                     | \$ 31.12                     |
|   | Step 2      | \$ 32.09                     | \$ 33.05                     |
|   | Step 3      | \$ 33.97                     | \$ 34.99                     |
|   | Step 4      | \$ 35.83                     | \$ 36.90                     |
|   | Step 5      | \$ 37.74                     | \$ 38.87                     |
|   |             |                              |                              |
| Decision Support Analyst<br>Information Technology<br>Administrator | Step 1      | \$ 35.57                     | \$ 36.64                     |
|   | Step 2      | \$ 37.80                     | \$ 38.93                     |
|   | Step 3      | \$ 40.04                     | \$ 41.24                     |
|   | Step 4      | \$ 42.26                     | \$ 43.53                     |
|   | Step 5      | \$ 44.52                     | \$ 45.86                     |

**Paramedical**

| <b>Classification</b>  | <b>Step</b> | <b>Jul 1/23<br/>(3.0%)</b> | <b>Jul 1/24<br/>(3.0%)</b> |
|--|-------------|----------------------------|----------------------------|
| Rehabilitation Assistant<br>Communicative Disorders Assistant  | Step 1      | \$ 28.52                   | \$ 29.38                   |
|  | Step 2      | \$ 29.48                   | \$ 30.36                   |
|  | Step 3      | \$ 30.45                   | \$ 31.36                   |
|  | Step 4      | \$ 31.40                   | \$ 32.34                   |
|  | Step 5      | \$ 32.32                   | \$ 33.29                   |
|  |             |                            |                            |
| Homemaker  | Step 1      | \$ 14.83                   | \$ 15.27                   |
|  | Step 2      | \$ 15.45                   | \$ 15.91                   |
|  | Step 3      | \$ 16.08                   | \$ 16.56                   |
|  |             |                            |                            |
| Personal Support Worker  | Step 1      | \$ 15.23                   | \$ 15.69                   |
|  | Step 2      | \$ 19.95                   | \$ 20.55                   |
|  | Step 3      | \$ 20.73                   | \$ 21.35                   |
|  |             |                            |                            |
| Occupational Therapist<br>Physiotherapist<br>Social Worker<br>Dietitian<br>Speech Language Pathologist | Step 1      | \$ 41.97                   | \$ 43.23                   |
|  | Step 2      | \$ 43.21                   | \$ 44.51                   |
|  | Step 3      | \$ 44.50                   | \$ 45.84                   |
|  | Step 4      | \$ 45.82                   | \$ 47.19                   |
|  | Step 5      | \$ 47.16                   | \$ 48.57                   |
|  | Step 6      | \$ 48.54                   | \$ 50.00                   |

## **LETTER OF UNDERSTANDING #1**

**Between**

**Home and Community Care Support Services North East / Services de Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la Fonction Publique de l'Ontario  
and its Local 675  
(The Union)**

The Parties agree that the Employees listed below shall continue to be entitled to full time health and welfare benefits, prorated full time vacation and prorated sick time while they continue in their current position regardless of their actual employment category within the bargaining unit, provided they continue to work more than .6 FTE:

Lori Smith  
Christine Holloway-Tomek  
Margit South

**Signed at the City of Greater Sudbury, this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

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Signed by:

*Jessica Kilar*

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Signed by:

*Michelle Serra*

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*SRy*

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*Beth Parr*

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*Jennifer Dagnone*

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Signed by:

*Kevin Sloan*

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*Laura Dumoulin*

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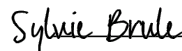
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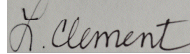
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30 October 2024 | 11:11 AM EDT

## **LETTER OF UNDERSTANDING #2**

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(The Union)**

The Parties agree that the following Employees listed below may elect to continue to work a thirty seven and a half (37.5) hour work week and will be entitled to prorated entitlements for the term of their employment.

Melissa Cady  
Wendy Catling  
Lesley Dixon  
Karen Evans  
Beth Parr

Ryan Cady  
Greg Strom  
Jeremy Paquin  
Sherry Spina-Dubois  
Angela Real

**Signed at the City of Greater Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

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Signed by:

*Josuev Killa*

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Signed by:

*Michelle Serre*

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*Beth Parr*

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*Jennifer Daguette*

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Signed by:

*Kevin Sloan*

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Signed by:

*Laura Dumoulin*

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### **LETTER OF UNDERSTANDING #3**

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(The Union)**

The Parties agree that Employees listed below will be entitled to the retiree benefits, pursuant to the terms of their existing terms of employment or collective agreement, in existence prior to the date of ratification of this agreement. Former Classification and Respective Retiree Benefit Plan.

| <u>Former Classification and Respective Retiree Benefit Plan</u>  |                             |  |                                      |
|---|-----------------------------|--|--------------------------------------|
| <u>Sudbury CUPE</u>   | <u>Former<br/>Non-Union</u> | <u>Sault Ste-Marie<br/>Therapy &amp; RA</u>  | <u>KL – Therapy</u>                  |
| Constance Anger<br>Darlene Quenville<br>Rachelle Desjardins<br>Kim Ducharme<br>Joy Duffy<br>Laura Basso<br>Johanne Rheault<br>Michelle Bigras<br>Michelle Lafleur<br>Patricia McAuliffe<br>Suzanne Pigeau<br>Lynn Toppazzini<br>Sue Rehel<br>Anita Tilson<br>Nancy Boucher<br>Donna Richer<br>Lynne Bourque | Kim Oshell                  | Corey Murphy<br>Greg Strom<br>Melissa Cady<br>Ryan Cady<br>Karen Evans<br>Jeremy Paquin<br>Beth Parr<br>Angela Real<br>Lesley Dixon<br>Sherry Spina-Dubois<br>Rachel Palahnuk<br>Wendy Catling | Chantale Labrecque<br>Louise Boucher |

Signed at the City of Greater Sudbury, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

Signed by:

*Cindy Cacciotti*

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Signed by:

*Joanne Kellan*

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Signed by:

*Michelle Serre*

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**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

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*Beth Parr*

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*Jennifer Dagnone*

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*Laura Dumoulin*

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## **LETTER OF UNDERSTANDING #4**

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(The Union)**

The parties agree to enter into a self-scheduling arrangement within a work group based on the following guidelines and conditions:

1. The employer will not be required to pay overtime rates for any hours worked by an Employee in excess of the normal hours where such excess hours are made necessary only to accommodate the transition to or from the self-scheduling arrangement. No penalty or premium payments resulting from the transition to or from the self-scheduling arrangement will be paid.
2. Any and all conditions and terms of the collective agreement, appendices and letter of understanding between the employer and the union shall remain in full force and effect except as amended by this letter of understanding.
3. Introduction and Discontinuance of Self-Scheduling
  - i) Self-Scheduling shall be introduced into any work group when:
    - (A) seventy percent (70%) of the Employees in the work group so indicated by secret ballot; and
    - (B) the employer agrees; such agreement shall not be withheld in an unreasonable or arbitrary manner.

- ii) Self-Scheduling may be discontinued in any work group when:
  - (A) seventy percent (70%) of the Employees in the work group so indicate by secret ballot; or
  - (B) the employer has operational or financial reasons and the Employer notifies the Union and work group in writing at least three (3) months prior to the start of the work schedule.
- iii) When written notice of discontinuation is given by either party in accordance with (ii) above, then, the parties shall meet within two (2) weeks of the giving of notice to renew the request for discontinuation.

#### Procedure

1. The work group for self-scheduling shall be defined and agreed upon by the supervisor in conjunction with the Union.
2. The supervisor of the work group will provide the anticipated staffing requirements for the scheduling period.
3. Any date in which a member is not available to work due to vacation or other approved leave of absence is to be indicated on the schedule.
4. The work group in consultation with the Manager shall determine the method for the creation of the schedule.
5. A member shall not schedule themselves to work more than the maximum identified in Article 15.06, in order not to trigger premium pay.
6. Weekend scheduling will be in accordance with Article 15.06, in order not to trigger premium pay.
7. Where there are conflicting requests for scheduling of work and time off, seniority shall govern the granting of work schedules and time off.  
When completing the schedule, the priority will be Regular Day's Off (RDOs); then a combination of RDOs and vacation time that equals a full week block, then vacation requests in a full week block; followed by requests for individual days off.
8. Schedules are to be completed and proposed to the supervisor a minimum of three months prior to the effective date
9. The supervisor will discuss revisions with the group and/or approve the schedule so that the confirmed schedule is posted and approved to commence two months after the date of posting as per Article 15.06.

10. A facilitator will be chosen amongst the work group to assist the group in the self-scheduling process.
11. Employees who will be absent during the period of their work group selection may leave their preferences for time off and shifts with the facilitator who will do their best to accommodate the request. Alternatively, an Employee may leave their preferences with a fellow staff member to enter into the schedule. The facilitator shall be notified of the appointed designate.
12. Reasonable time shall be provided for the Employees to arrange their schedule and such time shall be pre-approved by the supervisor.

#### Role of Facilitator

1. Makes out an "important date" list indicating when sign up begins and notifies staff.
2. Prepares sheets for staff to complete self-scheduling.
3. Ensure all areas are adequately covered as per the supervisor guidelines.
4. Informs the supervisor if individual staff members are not following the guidelines.
5. Ensures that staff members are negotiating their own time changes.
6. Monitors the number of shifts each staff member works according to the guidelines.
7. Reviews the schedule once completed.
8. Makes necessary changes to ensure the department is adequately covered and informs those individuals involved.
9. Forwards the final schedule to the supervisor.
10. Ensures that each Employee is working the correct number of shifts.
11. Ensures that weekend, evening and designated holiday shifts are covered as equitably as possible.
12. The facilitator shall report to the Supervisor and be given a reasonable amount of time to perform their role.

Signed at the City of Greater Sudbury, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

CAEFF7D5AED0498...

Signed by:

*Joanne Kellan*

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Signed by:

*Michelle Serre*

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*SRy*

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*Beth Parr*

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*Kevin Sloan*

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*Laura Dumoulin*

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Signed by:

*Sue Rehel*

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*Sylvie Brule*

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*K. Clement*

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30 October 2024 | 11:11 AM EDT

## LETTER OF UNDERSTANDING #5

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(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 at the City of Greater Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

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Signed by:

*Josephine Killeen*

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Signed by:

*Michelle Serra*

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*Jennifer Daguerra*

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*Kevin Sloan*

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*Laura Dumoulin*

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*Sue Rehel*  
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*Sylvie Brule*  
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*S. Clement*  
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## **LETTER OF UNDERSTANDING #6**

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(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 Employees/Union's right to file a complaint under the OHSa and/or respective regulatory bodies should they choose.

Process:

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

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

**Signed at the City of Greater Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

CAEFF7D5AED0498...

Signed by:

*Joseph Killeen*

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*SRy*

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*Sylvie Brule*

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## LETTER OF UNDERSTANDING #7

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(The Union)**

### RE: UNION LEAVE under Article 17.01

Notwithstanding Article 17.01, the Employer will consider requests for additional time off not to exceed ten (10) more days in a year for the Union to deal with issues related to Ontario Health transition and/or Ontario Health Team (OHT) restructuring issues. All requests will be administered in accordance with Article 17.01.

**Signed at the City of Greater Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

CAEFF7D5AED0498...

Signed by:

*Joanne Kilar*

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Signed by:

*Michelle Serre*

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## **LETTER OF UNDERSTANDING #8**

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(The Union)**

### **RE: DISCLOSURE DIRECTIVE (S)**

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

**Signed at the City of Greater Sudbury, this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

CAEFF7D5AED0498...

Signed by:

*Joanne Kellan*

84F2F9261EE9401...

Signed by:

*Michelle Serra*

1178BCF2E5744D6...

DocuSigned by:

*SRy*

04E331FBD26C44A...

DocuSigned by:

*Beth Parr*

F68BD3FB2167476...

DocuSigned by:

*Jennifer Daguerra*

417513B3F12341D...

Signed by:

*Kevin Sloan*

D8FEEAEB784D419...

Signed by:

*Laura Dumoulin*

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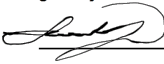
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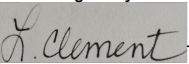
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Signed by:  
  
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Signed by:  
*Sue Rebel*  
E31AA4BA36A649A...

DocuSigned by:  
*Sylvie Brule*  
DBE5E6E412684A1...

DocuSigned by:  
  
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30 October 2024 | 11:11 AM EDT

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## **LETTER OF UNDERSTANDING #9**

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(The Union)**

### **RE: PANDEMIC AND EMERGENCY ORDER RELATED**

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

**Signed at the City of Greater Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

CAEFF7D5AED0498...

Signed by:

*Jessica Kilar*

84F2F9261EE9401...

Signed by:

*Michelle Serra*

1178BCF2E5744D6...

DocuSigned by:

*SRy*

04E331FBD26C44A...

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Signed by:

*Laura Dumoulin*

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Signed by:

Sue Rebel

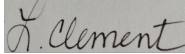
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Sylvie Brule

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## **LETTER OF UNDERSTANDING #10**

**Between**

**Home and Community Care Support Services North East / Services de  
Soutien à Domicile et en Milieu Communautaire Nord-Est  
(The Employer)**

**And**

**The Ontario Public Service Employees Union / Syndicat des Employés de la  
Fonction Publique de l'Ontario  
and its Local 675  
(The Union)**

Gerry Lee will continue to meet with the parties to discuss the classification issues related to the Northern communities.

**Signed at the City of Greater Sudbury, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**Home and Community Care  
Support Services North East /  
Services de Soutien à Domicile  
et en Milieu Communautaire  
Nord-Est**

**Ontario Public Service  
Employees Union / Syndicat  
des Employés de la Fonction  
Publique de l'Ontario and its  
Local 675**

Signed by:

*Cindy Cacciotti*

CAEFF7D5AED0498...

Signed by:

*Jessica Kilar*

84F2F9261EE9401...

Signed by:

*Michelle Serre*

1178BCF2E5744D6...

DocuSigned by:

*ARy*

04E331FBD26C44A...

DocuSigned by:

*Beth Parr*

F68BD3FB2167476...

DocuSigned by:

*Jennifer Daguere*

417513B3F12341D...

Signed by:

*Kevin Sloan*

D8FEEAEB784D419...

Signed by:

*Laura Dumoulin*

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Signed by:

*[Signature]*

9C400576DB36458...

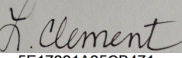
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