

COLLECTIVE AGREEMENT

between

**CAREFOR HEALTH & COMMUNITY
SERVICES OTTAWA (Office and Clerical)**
(hereinafter referred to as the “Employer”)

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4999**
(hereinafter referred to as the “Union”)



February 5, 2022 to February 4, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the Union; to provide for the prompt settlement of disputes; and to establish and maintain mutually acceptable working conditions, hours of work and compensation for all Union members so as to facilitate Carefor Health & Community Services and the Union's partnership in the delivery of innovative, comprehensive, timely, high quality home health and community support services to residents of the Champlain District, recognizing the client and employee needs.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The Union recognizes the exclusive right of the Employer to manage and assign the workforce in a fair and reasonable manner subject to the terms of the Collective Agreement. The Union further recognizes the right of the Employer to operate and manage its business in all aspects in accordance to its responsibilities.

- 2.02** The Employer retains the sole right to make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of the Collective Agreement.

The Employer shall make available up-to-date copies of such rules and regulations. The Local Union President will be provided with a copy of such rules and regulations and any amendments thereto.

ARTICLE 3 - RECOGNITION AND REPRESENTATION

- 3.01** The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining unit for all office and clerical employees of Carefor Health & Community Services, Ottawa, save and except the HR Administrator, HR Coordinator, HR Business Partners, Talent Acquisition Advisors, Talent Acquisition Assistant, Talent Acquisition Officer, Learning and Development Specialist, HR Systems and Project Analyst, Executive Assistants, System Analyst, Financial Analyst, Corporate Accountant, all Supervisors and person above the rank of supervisor.

When new office or clerical positions are created the Employer and Union will review for the purposes of assignment classification and pay rate.

3.02 The Employer recognizes that from time to time, the Union members may require the assistance of representatives/advisors for the Canadian Union of Public Employees when dealing with grievances, during negotiations or matters arising from the Collective Agreement.

Such representative(s)/advisor(s), with prior notice given to Management, shall have access to the Employer's premises in order to deal with such matters. The Employer shall also have rights for outside representation when dealing with grievances, negotiations or such matters.

3.03 Work of the Bargaining Unit

The Employer agrees that there shall be no contracting out of work or services normally performed by members of the Bargaining Unit which would result in any layoff, or reduction of hours or pay for the members of the Bargaining Unit.

3.04 Definitions of Employees

(a) Full-Time Employee

An employee who is employed on a full-time basis, who regularly works the normal hours of work as defined in this Collective Agreement.

(b) Regular Part-Time (RPT) Employee

An employee who is employed on a regular part-time (RPT) basis and is regularly scheduled to work less than the normal hours of work as defined in this Collective Agreement (e.g. Regular schedule of .2, .4, .6 of a FTE).

(c) Casual Employee

An employee who is employed on an irregular basis.

(d) Term Employee

Term employees may be hired for a specific term to replace an employee who will be on an approved leave of absence. The term may extend up to the length of the leave of the person being replaced. The individual employed in this position shall be deemed to be on probation for the entire period of employment and release or discharge of such persons shall not be the subject of a grievance or arbitration.

A term employee may also be hired to perform a special non-recurring task, which will last no longer than eighteen (18) months. This time may be extended a further six (6) months on mutual agreement of the Union, employee, and Employer.

The term employee may use the job posting provision under the Collective Agreement. Should the employee be successful in securing a regular permanent position and completes the probationary period the employee will be credited with seniority from the original date of hire provided there has been no break in service longer than thirty (30) days between the end of their temporary status and the start of their permanent status.

(e) Summer Employee

In the event the Employer applies for a grant through Employment and Social Development Canada and receives funding for Employees through the Canada Summer Jobs Program, summer employees may be hired during the period determined by Employment and Social Development Canada to provide coverage for summer holidays or to undertake projects.

3.05 Employees not covered by the terms of this Agreement will not perform any work exclusively performed by employees within the bargaining unit except for: the purposes of instruction, experimentation; in an emergency when regular employees are not readily available.

The Employer maintains the right to use fee for service contractors for specialty tasks/projects and to address immediate needs for which internal resources are not available.

ARTICLE 4 - HARASSMENT AND EMPLOYMENT EQUITY

4.01 Carefor is committed to providing a collegial working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in any Carefor workplace. The harassment of any employee by another employee constitutes a serious disciplinary infraction and will be subject to disciplinary measures up to and including termination of employment of the offending employee pending an investigation. Harassment is illegal and is a violation of the Human Rights Code and will not be tolerated.

The Employer and the Union agree that there shall be no discrimination or harassment against any employee and/or potential employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed,

religion, sex, gender, age, record of offences, which are not work related, marital status, family status and number of dependents, sexual orientation, political affiliation, membership in the Union, disability or any other factor which is not pertinent to the employment relationship.

4.02

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing and/or humiliating to the individual and adversely affects the working environment.

Workplace harassment may include:

- i) Harassment of an employee on a prohibited ground as per Article 4.01.
- ii) “Personal” harassment which involves unwelcome behaviour that demeans or embarrasses an employee, but is not based on the above prohibited grounds.
- iii) Sexual harassment includes jokes, innuendos and practical jokes of a sexual nature which cause embarrassment, or awkwardness; derogatory or degrading remarks directed towards members of one sex or one sexual preference group; displaying sexual offensive material; leering; sexual suggestive gestures; unnecessary physical contact such as touching, patting or pinching; repeated offensive sexual flirtations; advances; propositions; coercion and sexual assault. Sexual advances or solicitation, made by an individual who is in a position to grant or deny a benefit to another, constitutes sexual harassment. These advances may be accompanied by threats of reprisal or promises of benefits, made to coerce the recipient into granting sexual favours.
- iv) A “poisoned” environment is one in which insulting or degrading comments or actions, based on an excluded ground, have had an adverse effect on the way in which one or more employees are treated by others. A poisoned environment can be based on subjective experiences and/or objective facts. It can also be independently observed and can have an impact on a third party.

4.03

Harassment of any employee is recognized as a form of discrimination and may be the subject of a grievance using the procedures set out in Article 10 of this Agreement. The steps outlined in the procedures on workplace harassment shall be used in addressing a claim of workplace

harassment. Both the complainant and the respondent have the right to be accompanied by someone with whom they feel comfortable during any interviews or meetings. This person may be a Union official or a colleague.

4.04 Persons making a complaint, as well as anyone else involved in filing, investigating or adjudicating a complaint, should not be penalized for doing so. Anyone who retaliates in any way against a person who is being involved in a harassment complaint will be subject to the same penalties as someone found to have engaged in harassing or discriminatory behaviour.

4.05 The Employer and the Union are committed to eliminate racism and promote employment equity by implementing the organization's anti-racism policy. The Employer and the Union will ensure that Carefor programs and structures are responsive to, inclusive and reflective of diverse communities in order to achieve gender and racial equality in all aspects of the organization's work.

ARTICLE 5 - UNION DUES

5.01 All employees of the bargaining unit covered by this Collective Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

5.02 The Employer shall deduct from the pay of every employee, save and except students, and fee for service contractors, to which this Agreement applies any regular union dues, initiation fees and assessments levied by the Union on its members. In the case of newly hired employees, such deductions shall commence from the date of hire. The Union shall notify the Employer, in writing, of any change in the amount of such Union deductions at least forty-five (45) days prior to the effective date of such change.

5.03 Deductions shall be forwarded in an electronic payment to the National Secretary-Treasurer of the Union not later than the end of the month following the month for which the dues were levied. The payment shall be accompanied by a list of the names of employees from whose wages the deductions have been made, the amount of dues deducted, and the number of full and part-time employees in the bargaining unit. A copy of

this list shall be forwarded by the Employer to the Secretary-Treasurer of the Local to be stored out of the workplace.

In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

5.04 The Employer shall list the amount of Union dues deducted from each employee on the employee's annual electronic T-4 slip.

5.05 The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a yearly basis in March of each year.

ARTICLE 6 - UNION ORIENTATION

6.01 The Employer agrees that an officer of the Union or employee representative shall be allowed a fifteen (15) minute period during working hours without loss of pay to orient newly hired employees within the first thirty (30) days of employment. The Employer will notify the Local President, within seven (7) days of all new hires. The Union representative(s) will schedule the new employee's orientation. The employees will provide their manager with advance notice of the scheduled appointment.

ARTICLE 7 - CORRESPONDENCE

7.01 Unless otherwise specified in this Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Local President of the Union or their delegate. It will be the responsibility of the President to ensure that the Employer has the current address, and e-mail address.

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

- 8.01** A Labour-Management Committee shall be established consisting of an equal number of representatives of each party as mutually agreed up to a maximum of three (3) for each party. This committee shall set forth its mutually agreeable Terms of Reference. The CUPE National Representative may attend such meetings.
- 8.02** Meetings of this Committee shall be held every three (3) months provided that there are items on the agenda for discussion or at the request of either party at a mutually agreeable time and place. A request for a meeting will be indicated by one (1) letter or note from either party to the other party containing an agenda of subjects to be discussed. Agenda items to be discussed shall be exchanged in writing prior to the meeting.
- 8.03** An employee attending a meeting called by the Employer shall be paid at their regular hourly rate for all time spent at such meetings. Preparation time is expected to be done during non-working hours.
- 8.04** An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.
- 8.05** The Committee shall maintain minutes of all meetings and these shall be signed by the Joint Chairpersons as promptly as possible after each meeting. Minute taking will be a joint responsibility between the Employer and the Union. Minutes and the next meeting agenda will be distributed to members by the Recorder usually no later than one (1) week prior to the next scheduled meeting. Copies will be given to the Employer and the Union and a copy of the approved minutes shall be posted by the Recorder.
- 8.06** The parties agree that matters of mutual concern and interest are topics for discussion at this Committee and will not include matters that are properly the subject of a grievance or negotiations for amendment or renewal of this Collective Agreement.
- 8.07** The Committee shall not supersede the activities of any other Committee of the Local or of the Employer and does not have the power to bind either the Local or its members of the Employer to make any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Local and the Employer with respect to its discussion and conclusions.

ARTICLE 9 - UNION OFFICERS AND COMMITTEES

9.01 Union Bargaining Committee

A Bargaining Committee of the Union shall consist of two (2) members of the bargaining unit paid by the Employer with the option of one (1) additional member compensated by the Local. The Union will advise the Employer of its committee members and all other members of the Executive. The Employer will advise the Union of its appointees to act on its behalf. An employee who is a member of the bargaining committee shall suffer no loss of regular pay for time spent at negotiation meetings with the Employer. Meetings shall be scheduled at a time agreed to by management and the Union to a maximum of three (3) paid days for each one year term of the Collective Agreement (e.g. a three (3) year term provides for up to nine (9) days).

9.02 Union Officers and Stewards

The Union acknowledges that the Union Officers and Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Approval from the supervisor will not be unreasonably withheld. If such business involves fulfilling duties related to their responsibilities under the Collective Agreement where the Agreement requires the Employer to pay for such time, they shall be paid otherwise they must flex their time during the day.

9.03 The Union will advise the Employer of the names of the members of the Grievance Committee and the Stewards. No more than one (1) member of the Grievance Committee will represent the grievor at meetings with the Employer. It is understood that the Employer shall not be required to pay for more than two (2) employees to attend any grievance meeting.

9.04 Preparation Time

It is understood that preparation for negotiations, grievances, Union meetings, etc., is not paid time.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

10.02 In support of healthy working relationships, Managers and Union Representatives encourage employees to address with them issues of concern.

It is the mutual desire of the parties hereto that complaints of employees shall be addressed and resolved as quickly as possible. It is understood that an employee has no grievance until he/she/they have first given his/her/their immediate supervisor/manager the opportunity to address and resolve their complaints.

Complaint Process

An employee may submit a written complaint to their immediate supervisor/manager within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and/or the Union. The Complaint is acknowledged in writing by the immediate supervisor/manager. A copy of the complaint will also be given to the Shop Steward and the Employer's Human Resources representative immediately by the employee. The Shop Steward and the Employer's Human Resources representative may act as resources and support to the parties. The immediate supervisor/manager will respond in writing within ten (10) calendar days of the complaint being filed. If the employee is not satisfied, the employee may approach the Union with the intent to file a grievance as follows:

Step 1 – Filing a Grievance

The Union may submit a written grievance signed by both the grievor and the Shop Steward to the Employer's Human Resources representative and his/her/their immediate supervisor/manager within ten (10) calendar days following the receipt of the written response to the complaint. Employer's Human Resources representative will respond to the grievance. Within ten (10) calendar days a meeting will be held between the Employer's Human Resources representative and the Grievance Committee.

It is understood and agreed that a National Representative of the Union may attend the meeting and the grievor will be present at the meeting. The decision of the Employer shall be delivered in writing within ten (10)

calendar days following the date of such meeting. A copy of the grievance reply will be provided to the National Representative of the Union.

Step 2 – Elevating a Grievance

Within seven (7) calendar days following the decision under Step 1, the Union may submit the written grievance to the CEO or his/her/their designate. A meeting will be held between the CEO or his/her/their designate, and the grievance committee within seven (7) calendar days of the submission of the grievance at Step 2.

It is understood and agreed that a National Representative of the Union may attend the meeting and the grievor will be present at the meeting.

The CEO, or his/her/their designate will deliver his/her/their decision in writing within fourteen (14) calendar days from the date on which the meeting was held. It is further agreed that the Employer may at any time have the assistance of outside representation or Council. A copy of the grievance reply will be provided to the National Representative of the Union.

Failing a satisfactory settlement being reached at Step 2, the Union may refer the dispute to arbitration within thirty (30) calendar days of receipt of the written response from the CEO, or his/her/their designate.

Time limits at any step in the grievance procedure may be extended by mutual agreement of the parties to the grievance.

10.03

After a grievance has been initiated by the Union, the Employer shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union.

Individual Grievance

Any dispute affecting one (1) employee constitutes an individual grievance.

Group Grievance

Any dispute affecting two (2) or more employees which is taken up on their behalf by the Union constitutes a group grievance and shall be initiated at Step 2. Names of all grievors must appear on submission of a group grievance.

Policy Grievance

Any dispute arising between the Employer and the Union on matters which involve the interpretation, application or administration of the Collective Agreement in whole or in part shall be termed a policy grievance and shall be initiated at Step 2.

- 10.04** No grievance shall be deemed to be lost/won due to minor technical irregularities.
- 10.05** The time limits specified in the Grievance and/or Arbitration Procedure may be altered upon mutual agreement of the parties to this Collective Agreement in writing.
- 10.06** With mutual agreement of both parties, the unresolved grievance once having followed the steps of the grievance procedures in this Article may be referred to a Mediator. The cost of such Mediator will be shared between both parties. Should an arbitration hearing become inevitable, the parties agree to meet at least once more prior to the scheduled hearing date to attempt to resolve the matter. If the matter is still unresolved, then the parties may agree to a Statement of Facts prior to the hearing.

ARTICLE 11 - ARBITRATION

- 11.01** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee, as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 11.02** No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance save and accept the appointment of a Mediator/Arbitrator pursuant to the Ontario Labour Relations Act.

- 11.03** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 11.04** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 11.05** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 11.06** The Employer shall not be required to pay Union Representatives on the Grievance Committee or the grievor for time spent at arbitration hearings. Each party shall pay its own expenses for its nominee and witness and the fees and expenses of the Arbitrator shall be borne equally by both parties.
- 11.07** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge and Discipline Procedure

The release of a probationary employee for reasons based on performance and ability to do the job, including skills, and suitability, shall not be subject to the grievance procedure unless a probationary employee is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

A claim by an employee who has completed his/her/their probationary period that he/she/they have been unjustly discharged or suspended shall be treated as a grievance with the Employer at Step 1 within seven (7) calendar days after the date of discharge or suspension is effected. An employee shall have the reason(s) in writing at the time of discharge or suspension in the presence of his/her/their Steward or Union Representative.

Where the Employer intends to discipline an employee, the employee will be notified that he/she/they may have Union representation. Should the employee wish Union representation, the interview will not proceed until a Union Representative can be made available. If the employee declines Union representation, the person will signify this in the form of a waiver which will be forwarded to the Local President or designate.

In all cases of discipline outside the probationary period, the Employer shall subscribe to the principle of progressive discipline.

Progressive Discipline Procedure

The Employer accepts and gives effect to the principle of progressive discipline, and therefore agrees that, except in cases of extreme misconduct, discipline will proceed in four stages: verbal warning, written warning, suspension(s), discharge.

12.02 Right to Have a Steward Present

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

12.03 A disciplinary record of a verbal or written warning of an employee should not be used against them after eighteen (18) months from the date thereof, and will be physically removed, providing there has been no recurrence of a similar offence.

12.04 Personnel Records

A copy of any completed performance appraisal which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such performance appraisal and shall have the opportunity to add his/her/their views to such evaluation prior to it being placed in his/her/their file. A copy of the performance appraisal will be given to the employee for their records.

Upon request and after having given reasonable notice, an employee may review his/her/their file in the presence of his/her/their supervisor or designate and be provided with a copy of any document contained therein.

No document shall be used in disciplinary proceedings against an employee where it has not been brought to the employee's attention at the time of the occurrence giving rise to said occurrence.

ARTICLE 13 - SENIORITY

13.01 Seniority for full-time employees shall be defined as length of continuous service in the Bargaining Unit with the Employer since the date of last hire, which is based on nineteen hundred and fifty (1950) hours, which equals one (1) year. Seniority for regular part-time (RPT) and casual employees shall be based on paid hours accumulated in the bargaining unit since the last date of hire in the bargaining unit and fifteen hundred (1500) working hours equals one (1) year of service. A regular part-time (RPT) employee may not accumulate more than fifteen hundred (1500) hours in a twelve (12) month period.

In the event a full-time employee obtains a regular part-time (RPT) position or casual position, or vice versa, the employee will transfer their seniority to the new regular part-time (RPT) or casual status or vice versa. Seniority from that point will be calculated according to the employee's new status.

13.02 The Employer shall maintain separate seniority lists for full-time and regular part-time (RPT) staff showing the current classification and seniority date for all employees. Seniority will be posted in terms of years of service. An accurate seniority list shall be maintained by the Employer. Copies will be furnished to the Union semi-annually in the months of April and October in accordance with Article 19.05, or whenever the need arises to have an up-to-date list available, e.g. due to layoffs etc. Members will have a maximum of sixty (60) days to challenge the accuracy of the data. Failing any challenges or any change that may be needed as identified during the sixty (60) days, the seniority list will be deemed accurate.

13.03 The probationary period for full-time employees shall be six (6) months worked from date of last hire. Regular part-time (RPT) and casual employees shall be considered to be on probation for six (6) calendar months. The probationary period may be extended with the mutual consent of all parties with the length of the extension specified in writing. It is recognized that the probationary period is to allow the Employer in its discretion, to determine if such employee is capable of performing the position.

13.04 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) when on an approved leave of absence with pay;
- (b) when in receipt of approved paid sick leave;

- (c) when in receipt of Workplace Safety and Insurance Board benefits for an injury sustained while in the employ of the Employer;
- (d) when on pregnancy or parental leave in accordance with the *Employment Standards Act*.

13.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- (a) when on an approved leave of absence without pay;
- (b) while in receipt of LTD benefits, for a period of up to thirty (30) consecutive months;
- (c) for a period of layoff of less than twenty-four (24) months after layoff commenced;
- (d) when in receipt of Workplace Safety Insurance Board benefits, under circumstances other than those mentioned in Article 13.04(c). Maximum period allowed being six (6) months.

13.06 Loss of Seniority

Seniority shall be lost, and the employee shall be deemed terminated, when an employee:

- (a) is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and without providing a satisfactory reason(s) to the Employer;
- (b) utilizes a leave of absence for a purpose(s) other than that for which it was granted;
- (c) fails to report for work upon the expiration of a leave of absence, vacation or suspension, except under circumstances beyond the employee's control;
- (d) fails, upon being notified of a recall, to signify his/her/their intention of returning to work within seven (7) working days of the notice of recall posted by Priority Post to the last known address on file with the Employer and fails to report to work within five (5) working days after he/she/they have received the notice of recall or such further period of time as may be agreed upon by the parties, except in circumstances beyond the employee's control;
- (e) retires;

- (f) after twenty-four (24) months on layoff;
- (g) applies for and accepts a permanent position out of the bargaining unit;
- (h) an employee resigns in writing and does not withdraw within two (2) working days.

Seniority shall be lost and employment deemed to be terminated when an employee resigns in writing and does not withdraw within two (2) working days.

13.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If a full or regular part-time (RPT) employee accepts a temporary position with the Employer outside the bargaining unit, the employee's seniority shall be frozen and he/she/they shall not accumulate any additional seniority while in the position outside the bargaining unit. The employee shall have the right to return to the position they held prior to the temporary assignment for up to six (6) months from the start date of the temporary assignment.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

- 14.01** When a vacancy occurs within this bargaining unit and the Employer determines to fill such vacancy or when the Employer determines to increase the number of employees within this bargaining unit, the Employer shall post notice of the vacancy for seven (7) calendar days and announce notice of the position on the voice mail system (or other recognized employee communication tool such as the intranet) for the purpose of permitting any member of the Bargaining Unit to make an application in writing thereto. Such notice shall contain information concerning the nature of the position, qualifications, skills, abilities, hours of work, and salary range. All internal vacancies shall be posted internally and externally concurrently. All internal applicants meeting the mandatory requirements for the position shall be considered prior to external applicants.

14.02

(a) In the matters of vacancies, qualifications, skills and abilities shall be considered and where they are relatively equal then seniority shall govern. The Employer shall post the name of the successful applicant to the posting within seven (7) calendar days of the decision. Any unsuccessful applicant may, within a further seven (7) calendar days, arrange to meet with the interviewers for feedback regarding the reasons he/she/they was the unsuccessful applicant.

(b) Trial Procedure

The successful applicant shall be placed on trial for a period of thirty (30) working days. Conditional on satisfactory service, the employee shall be declared permanent after the trial period of thirty (30) working days. During that thirty (30) working day trial period, if the applicant proves to be unsatisfactory in the position or wishes to be returned to his/her/their former position, he/she/they shall be returned to his/her/their former position, and wages/salary, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her/their former position at that time to former wage/salary rate, without loss of seniority. Any new employee hired to fill such vacancy and who has completed the probationary period shall be laid off unless another vacancy exists for which he/she/they are qualified; this employee would be subject to recall.

14.03 Temporary coverage for absences from work will be offered to employees in the following manner:

- (a) Vacancies of less than sixty (60) days may be covered by existing staff. In the event that existing staff cannot cover the vacancy, it will be offered to regular part-time (RPT) employees based on seniority.
- (b) Absences expected to be sixty (60) days or more would be posted and filled according to the provisions of the Collective Agreement.
- (c) If the position cannot be filled internally, then the Employer may fill the position from outside the bargaining unit.
- (d) Regular part-time (RPT) and casual employees assigned to temporary full-time employment through the application of this provision will maintain their regular part-time (RPT) or casual status for the duration of the assignment.
- (e) The length of temporary employment may be extended by mutual agreement of the Union, the employee and the Employer.

- (f) Employees in a current temporary position may be eligible for and/or may apply for additional temporary positions that are scheduled to commence after the completion of the incumbent's current temporary position.

14.04 Transfers that result in an employee moving into a position of lower classification level will not generally be considered except in the following situations:

- (a) When an employee is the successful applicant and accepts the position of a lower classification the employee shall be placed on the same step of the new lower classification pay scale.
- (b) The Employer requests the temporary assignment of an employee of a higher classification to fill the assignment until such time as the position can be filled through the staffing process or until the return of the job holder from a temporary absence. The employee accepts the temporary transfer and maintains the pay rate of their position with the higher classification.

14.05 When an employee temporarily substitutes in and performs the full range of duties of a higher graded position for a period of more than two (2) consecutive days, he/she/they will receive an acting premium for the full period in the Acting Assignment. For the purposes of this Article, full range of duties constitutes doing a minimum of seventy-five percent (75%) of the duties as detailed in the Job Description.

During the full Acting Assignment period the employee receives an Acting premium of five percent (5%) of the employee's current pay rate, up to but not exceeding the top of the pay scale for the position in which the employee is acting. The acting premium will be treated as an earning consistent with the treatment of other premiums for the purposes of insurance and benefit calculations. The Acting Assignment will not exceed eighteen (18) months.

ARTICLE 15 - LAY-OFFS

15.01 Definition of Layoff

- (a) Layoff shall mean the discontinuation or reduction in hours of a position or positions due to lack of work or reduction or discontinuation of a service or services. The discontinuation of service may be due to the elimination of a program or programs or to inadequate funding or to technological change.

The Employer shall meet with the Union through the Labour-Management Committee to review the reasons and expected duration of the layoff(s) in the Bargaining Unit.

The Employer will make reasonable efforts to allow the affected employee to flex his/her/their day in order to seek other employment opportunities and will make all reasonable efforts to place the employees in other positions with the Employer.

- (b) It is understood that a casual employee has no layoff or recall rights. It is also understood that in all cases of layoff, the employee displacing another employee must be qualified and able to meet the requirements of the position subject to a reasonable orientation period. In all cases of layoff the employee being displaced must be the less senior employee. An employee may choose to accept layoff instead of displacing another employee.

15.02 Notice

In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (a) Provide the Union with written notice of the proposed layoff or elimination of positions. The period of notice shall be thirty (30) working days or the period of notice provided to Carefor. The Union will be informed immediately in writing of any changes in notice provided to Carefor. The notice to the Union is in addition to any notice period required for the individual employees affected. Individual employees will be provided notice in accordance with the *Ontario Employment Standards Act*. If the required notice to the employee cannot be provided, he/she/they will receive the appropriate pay in lieu of notice.
- (b) When an employee accepts a long-term layoff, he/she/they shall be entitled to receive severance pay in accordance with the Ontario Employment Standards Act.

15.03

- (a) When a reduction in the workforce is initiated, the Employer shall layoff employees in reverse order of seniority.

Employees affected will first be transferred to another vacancy or available work assignment with the Employer, having the same classification and pay scale or, with the consent of the employee, a classification on a higher or lower pay scale. If these options are not suitable, the Employer will layoff employees in reverse order of seniority as follows:

- (i) within the affected program/classification;
 - (ii) within the bargaining unit.
- (b) Where no vacancy or available work assignment exists, an employee who is subject to layoff of a permanent or long-term nature, and is in receipt of notice of layoff pursuant to Article 15.02 shall have the right to:
 - (i) accept the layoff, or
 - (ii) opt to retire, or
 - (iii) displace a less senior employee as follows.
- (c) An employee may displace another employee who is:
 - (i) less senior in their own program/classification; if there are no less senior employees in their program/classification, then
 - (ii) less senior in another program/classification; if there are no less senior employees in another program/classification, then
 - (iii) less senior in the bargaining unit; the affected employee(s) displacing staff outside of their own classification, must be qualified and able to perform the duties under the relevant job description at the time of layoff within a five (5) working day familiarization.
 - (iv) after steps (c)(i) and (ii) above have been exhausted, a full-time employee may displace a regular part-time (RPT) employee following steps (i) and (ii) above.
- (d) A regular part-time (RPT) employee may only displace another regular part-time (RPT) employee with less seniority. A regular part-time (RPT) employee shall not displace a full-time employee.
- (e) Employees shall be recalled in order of seniority provided the employee is qualified and able to perform the work subject to a reasonable orientation period as outlined in Article 15.03(c).
- (f) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

- (g) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (h) The Employer shall notify the employee of recall opportunity by priority post addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second (2nd) day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her/their proper address being on record with the Employer.
- (i) Employees who have been laid off will be required to return to work within seven (7) calendar days of receiving a notice of recall. The seven (7) calendar days may be extended to fourteen (14) calendar days if the employee has obtained an alternate job and must give two (2) weeks notice to his/her/their other Employer.
- (j) Employees on layoff shall be given preference for temporary vacancies provided they are qualified to do the work.

15.04 An employee who is laid off may continue to participate in the applicable benefit plan as per the terms of the insurance carrier. The employee is responsible for paying one-hundred percent (100%) of the billed premiums.

ARTICLE 16 - HOURS OF WORK

16.01

(a) Full-time employees:

The bi-weekly hours of work for a full-time employee shall be seventy-five (75) hours. The full-time employee work day is eight and one half (8.5) hours inclusive of one (1) hour unpaid lunch break or eight (8) hours with an unpaid thirty (30) minute lunch break.

Hours may be scheduled between 06:00 and 18:00 hours for day shifts, between 11:00 and 21:00 for mid-day shift and 15:00 and 24:00 hours for evening shifts 23:00 to 07:00 am will be considered night shifts. The night shifts will be posted separately and existing staff on days and evening shifts will not be required to rotate through nights unless mutually agreed. New postings may include a combination of days, mid-days, evenings, and nights. No employee will be required to work more than two (2) shifts

(days, mid-days, evenings, nights) in their rotation unless mutually agreed. There will be a minimum of ten (10) hours between shifts.

Where operational requirements require a change in the employee's regular hours of work the Employer will give the employee and the Union at least four (4) weeks' notice.

Employees may be required to work weekends on a rotational basis. Such weekend shifts shall not be scheduled consecutively.

(b) Regular part-time (RPT) employees:

Regular part-time (RPT) employees will have a schedule of regular shifts. Regular part-time (RPT) employees will participate in their share of coverage of weekends, evenings and statutory holidays.

(c) Casual employees are expected to be available a minimum of six (6) shifts per month, and work if called unless they are on an approved leave of absence. These shifts may be days, evenings and/or weekends. Casual employees will participate in their share of coverage of weekends, evenings and statutory holidays.

(d) Employees shall not be required to work more than seven (7) consecutive days unless the eighth (8th) day is a Statutory Holiday.

(e) Any shift will be at least four (4) hours of work.

(f) Meal Breaks

An employee may negotiate to take an unpaid break of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon and reduce their unpaid lunch hour to thirty (30) minutes. Employees must declare which schedule they are choosing.

Employees, with written consent of management, can opt to take a thirty (30) minute unpaid lunch break and shorten their work day or;

Employees, with written consent of management may request an unpaid break of fifteen (15) minutes in the morning and unpaid fifteen (15) minutes in the afternoon and their unpaid lunch of thirty (30) minutes.

16.02 Part-time and Casual Employees:

The normal workday shall not be less than four (4) consecutive paid hours.

16.03

- (a) Replacement hours will be divided among regular part-time (RPT) employees, and then if required casual employees with every effort made to provide equal division of replacement hours. When an opening becomes available, the individual who takes the assignment will continue with the assignment until the requirements end, in order to maintain continuity of work.

When determining the scheduling of replacement hours, seniority, skills and availability will be taken into consideration.

Regular part-time (RPT) (excluding regular part-time (RPT) employees in a job share arrangement) will be offered the hours first. The employee must be available to work the length of the assignment. If the full assignment cannot be filled by regular part-time (RPT) employees, the assignment will be offered to casual employees (i.e. one full week of vacation, four (4) days of LOA, two (2) weeks planned sick leave).

When the assignment cannot be filled by one employee, it will be offered to the regular part-time (RPT) or casual employee that is available to fulfill the greatest portion of the offered assignment. If equal availability, then the concept of equal distribution of hours will be applied. The remaining portion of the assignment will be reoffered as a new assignment.

- (b) Replacement hours for last minute sick calls are to be offered with the following criteria:

Regular part-time (RPT) staff (including employees who are in a job share position) will be offered the shift first. If regular part-time (RPT) staff is not available, casual employees will be offered the shift. The shift will be given to the first person to respond.

Regular part-time (RPT) and casual employees are to provide their availability to the respective programs on a monthly basis, prior to posting of the schedule. Any change in availability must be provided in advance. Every attempt will be made to ensure the fair distribution of work amongst employees.

16.04

The work schedule shall be posted four (4) weeks in advance, e.g. May 1st, June schedule will be posted. The current month and following month will be posted.

16.05 In the event of severe weather, such as freezing rain or snow, or any other act of nature beyond the control of the Employer, employees will only be paid for time actually worked. Full-time employees may make up any time so lost if they so choose with supervisory approval.

16.06 Flex Time

Employees, with the permission of their supervisor, may be allowed to flex their day to accommodate medical, dental, personal and legal appointments. The flex time must be made up within two (2) weeks by written mutual agreement. Such permission shall not be unreasonably withheld.

16.07 Job Sharing

The parties agree to job sharing, an arrangement whereby two (2) individuals share hours of work of what would otherwise be one (1) full-time position. The individuals, working as job sharers will be classified as regular part-time (RPT) employees, will receive wages and a percentage in lieu of all benefits including paid holiday pay, and will be covered by the Collective Agreement with the following exceptions:

The Employer will determine the suitability and number of job sharing positions. Job sharing requests with regard to individuals holding full-time positions shall be considered on an individual basis.

Total hours worked by the job sharers shall equal one (1) full-time position. The schedule shall be determined by mutual agreement between the two (2) job sharers and their manager.

Positions that are required to rotate through weekends and statutory holidays will be pre-scheduled by rotation. The job sharers involved may have the ability to trade schedules.

It is expected that both job sharers will cover each other's absences including incidental illnesses and vacation. Job sharers are not required to cover for their partners in the case of prolonged or extended absences but may be offered the opportunity to do so.

Subject to the above paragraphs:

An incumbent full-time employee wishing to share his/her/their position may do so without having hi/her/their half of the position posted. The other half of the job sharing position will be posted and selection will be made on the job posting criteria set out in the Collective Agreement.

If one of the job sharers leaves the arrangement, his/her/their position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position. The remaining employee will have the option of filling the full-time position. If the remaining job sharer declines the full-time position, he/she/they will be deemed to have voluntarily resigned and the vacancy will be posted according to the Collective Agreement.

Each new or changed job share arrangement will have a trial period of three (3) months. The Manager and job sharers will evaluate the job share arrangement before sixty (60) days have elapsed and on an on-going basis against the following criteria:

- (a) Client/customer satisfaction;
- (b) Desire by both job sharers to continue;
- (c) Management and co-workers satisfaction and compatibility;
- (d) Finance viability;
- (e) Job performance criteria/performance appraisal.

If problem areas are identified during the first sixty (60) days, a remedial plan will be developed and monitored. The trial period may be extended for up to three (3) months following the date of introducing the remedial plan.

If the job sharing arrangement is not successfully evaluated against the established criteria, either party may discontinue the arrangement with one month's notice.

If during the evaluation period, the job share is discontinued, the position reverts back to the owner of the full-time position. If he/she/they accepts, the remaining employee will have the option to be assigned to the first available regular part-time (RPT) position he/she/they is qualified to perform. If the owner of the position declines the offer, the full-time position will be posted and they will have the option, by seniority, to be assigned to the first available regular part-time (RPT) position, or may choose to work on a casual basis.

If there is no regular part-time (RPT) or casual work available, which the employee is able to perform, the employee(s) without work shall be deemed as to have voluntarily resigned.

ARTICLE 17 - OVERTIME AND SHIFT PREMIUM

17.01

- (a) Full-time employees authorized to work in excess of seven and one-half (7½) hours per day or seventy-five (75) hours bi-weekly shall be considered overtime. Overtime shall be paid at the rate of time and one-half (1 ½) the employee's regular rate of pay. Overtime opportunities will be offered on the basis of seniority within the same job title. The Employer and the employee may mutually agree to time off instead of pay. Thirty-seven and one half (37.5) hours may be banked and all other accumulated overtime will be paid out on the last pay of the fiscal year. Payout may be deferred/implemented at other times when mutually agreed for the purposes of budget management and end of year financial status.
- (b) Regular Part-time and casual employees authorized to work in excess of seven and one half (7½) hours per day or seventy-five (75) hours bi-weekly shall be considered overtime. Overtime shall be paid at the rate of time and one-half (1 ½) the employee's regular rate of pay. Overtime opportunities will be offered on the basis of seniority within the same job title. Regular part-time (RPT) and casual employees do not accrue an overtime bank, but are paid out on a bi-weekly basis.

17.02 Call Back Pay

When an employee who has completed their normal hours and has left the Employer's premises, is required to return to work to perform additional work, such employee shall be paid at the rate of one and one-half times (1½) their regular straight time hourly rate for all hours worked with a minimum of three (3) hours.

Upon approval from the Manager, the employee may address the matter without returning to the workplace. In such circumstance, if time spent is fifteen (15) minutes or less, no payment will be made. If the time spent is more than fifteen (15) minutes the employee will be paid at time and one-half (1 ½) for the entire period the employee is working from home.

At the option of the employee, the employee shall be entitled to equivalent time off in accordance with Article 17.01 (banked time).

- ### **17.03**
- An employee who is scheduled to work between seventeen hundred (17:00) hours and twenty-four (24:00) hours shall receive a premium of one dollar (\$1.00) per hour.

17.04 An employee shall be paid an additional one dollar and thirty cents (\$1.30) per hour for all time worked on Saturday and/or Sunday.

17.05 There shall be no pyramiding of premium pay on Call Back and On Call.

17.06 On Call

An employee who is required to be on "On Call" shall be paid three dollars and thirty cents (\$3.30) per hour for all hours on "On Call". If called into work, he/she/they shall be paid at time and one-half (1 ½) for his/her/their regular rate of pay with a minimum of two (2) hours. Where such hours "On Call" fall on a paid holiday as set out in Article 18.01, the employee shall be paid at the rate of five dollars and five cents (\$5.05) per hour.

Phone calls made by the employee on "On Call" shall be counted as time worked. If the time spent is fifteen (15) minutes or less no payment is made. If the time spent is greater than fifteen (15) minutes, the employee shall be paid at time and one half for the entire period he/she/they are on the phone.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 The Employer agrees to recognize the following designated paid holidays:

| | |
|----------------|-------------------------------------------|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |

18.02 A full-time employee required to work on any of the designated holidays will be paid one and one-half (1½) times his/her/their regular straight time hourly rate of pay. In addition, he/she/they will receive a lieu day off at hi/her/their regular rate of pay. Such lieu day off will be scheduled at a time mutually agreeable to the employee and his/her/their Supervisor or designate and within sixty (60) calendar days following the holiday. Failing which, the Supervisor may schedule the lieu day off or have the hours paid out.

An employee who works Christmas and Boxing Day shall be scheduled four (4) consecutive days off covering New Year's Eve and New Year's Day, when possible, unless mutually agreed between the Employer and the employee. Such days off shall be provided through a combination of

designated holidays and days off. The Employer will endeavour to schedule four (4) consecutive days off for each employee at either Christmas or New Year's. Time off at Christmas and New Year's will alternate from year to year for all employees. Exchanges made between employees will not be considered in the scheduling of Christmas and New Year's the following year.

18.03 If any of the above holidays occur during a full-time employee's vacation then such employee shall have the affected vacation day re-scheduled.

18.04 Float Holidays

In addition to statutory holidays noted in 18.01, after completing twelve (12) months of continuous service and every year thereafter, full-time employees will receive one (1) floating holiday in each of November. All unused float holiday pay will be paid out on the last pay of the fiscal year in which the float holidays have been received.

ARTICLE 19 - VACATION LEAVE

19.01 All full-time employees shall receive vacations with pay based on length of full-time continuous service as follows:

- (a) less than one (1) year of continuous full-time service are entitled to three (3) weeks vacation per year;
- (b) seven (7) or more years of continuous full-time service are entitled to four (4) weeks vacation per year;
- (c) fifteen (15) or more years of continuous full-time service are entitled to five (5) weeks vacation per year;
- (d) twenty-five (25) or more years of continuous full-time service is entitled to six (6) weeks vacation per year.

19.02 Regular part-time (RPT) employees will receive:

- (a) Less than one (1) continuous seniority year of service, six percent (6%) vacation pay;
- (b) One (1) or more continuous seniority years, six percent (6%) vacation pay;
- (c) Seven (7) or more continuous seniority years, eight percent (8%) vacation pay;

- (d) Fifteen (15) or more continuous seniority years, ten percent (10%) vacation pay;
- (e) Casual employees are held at four percent (4%) vacation pay for the first five (5) years and will receive six percent (6%) after five (5) years.

19.03 An employee who leaves the employ of the Employer for any reason shall be entitled to receive their unpaid vacation pay which has accrued to them to the date of his/her/their separation.

An employee who has overtaken his/her/their vacation entitlement will have the overtaken vacation deducted from his/her/their final pay.

19.04 Where an employee's vacation is interrupted due to any serious illness or injury, which commenced prior to and continues into the scheduled vacation period, the period of serious illness or injury may be considered sick leave. The portion of the interrupted vacation that is approved as sick leave shall be re-scheduled. Such employee is required to notify the Employer as soon as reasonably possible under the circumstances and shall co-operate with the Employer by providing a medical certificate if required.

If during the vacation period, the employee becomes seriously ill or injured and is hospitalized, the hospitalization time may be changed to sick leave with the provision of proper medical notification.

19.05 The vacation period shall be from April 1st to March 31st in each year.

Employees who submit their written requests prior to April 1st for peak vacation periods shall be granted vacation period in accordance with their seniority. The Employer will grant vacation based on operational requirements and will make every effort to grant a vacation as requested.

The Employer will post a seniority list and calendar of available vacation spots for the year on March 1st. The seniority list will include all seniority earned up to the end of the first pay period of February. Vacation will be approved and posted by May 1st.

Vacation not requested by April 1st will be processed on a first come, first serve basis. In the event more than one (1) request is submitted on the same business day, the requests will be considered based on seniority. The Employer will respond to the individual vacation day request within two (2) weeks of the request being submitted to the Supervisor.

To the extent that operational requirements allow, based on seniority, employees will be permitted to apply for up to two (2) consecutive weeks,

or if the employee so chooses two (2) single weeks of vacation in the summer prime time which is considered to be from June 15th to September 15th. Thereafter, additional weeks of prime time summer vacation will be permitted as operationally feasible.

The week leading up to Christmas and the week following will be treated as separate vacation spots.

Priority will be given to staff requesting a full week of vacation. The parties agree that annual vacation is intended to be taken in total each year. Where an employee is unable to take his/her/their entire vacation entitlement, excess vacation time up to 10 days or 75 hours can be carried over and used in the next vacation period. Any excess vacation time will be paid out on the last pay of the fiscal year.

The Employer will advise each employee of their current vacation status during February of each year.

ARTICLE 20 - SICK LEAVE PROVISION

20.01 Employees are required to contact their supervisor or designate as soon as possible to notify when they will be absent from work due to illness.

In the matter of all sick leave, employees shall contact their immediate supervisor on the first day of absence to indicate approximately when they expect to resume duty. Where the status of an employee's illness or prognosis for full recovery is anticipated to be longer than one (1) week, the employee may be asked to provide medical information to define the employee's work restrictions so that the Employer can consider accommodation or to facilitate the employee's return or gradual return to work. Employees shall communicate this information to the immediate supervisor. In any event, the employee will confirm their intent to return to work with their manager or his/her/their designate on the day prior to their first day back to work, by 15:00 hours.

20.02 Sick leave benefits are provided to full-time employees, beginning on the first pay period following the completion of three (3) months continuous service. Sick leave credits shall be earned at the rate of one (1) day per month to a total of twelve (12) days per year and a maximum of six-hundred and thirty-seven and one half (637.50) hours or eighty-five (85) days.

Where a full-time employee is absent from work due to legitimate personal illness, they shall not lose his/her/their regular straight-time earnings from

his/her/their regularly scheduled hours to the extent of his/her/their credits in the Sick Credit Accumulation Bank.

20.03 The Employer shall advise each employee of their sick leave usage and current balance on each bi-weekly electronic pay statement.

20.04 The Employer has the right to request a medical certificate from the employee in advance of any period of time he/she/they may be absent from his/her/their duties on sick leave if the Employer perceives there to be a trend in the usage. If a medical certificate is requested, the Employer shall pay any fee for such a certificate, which is not paid for by the employee's health insurance.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Requests for leave of absence without pay will be considered on an individual basis by the Employer as outlined in the Employer's current policy. Such requests are to be made in writing to the appropriate Supervisor or his/her/their designate at least two (2) weeks in advance, if possible, and a written reply will be given within three (3) business days of receiving such request, except in cases of emergency. Such leave shall not be unreasonably withheld.

21.02 Pay During Leave of Absence for Union Work or Functions

Leave of absence for Union business shall be applied for in writing by the employee to his/her/their Supervisor or designate providing as much notice as possible with a minimum of at least two (2) weeks prior to the commencement of the leave of absence and the application shall clearly state the length of time he/she/they shall be away from his/her/their work and the purpose of the leave of absence.

Leaves will not be unreasonably withheld unless due to circumstances beyond the Employer's control. If the employee has given two (2) weeks notice and the leave is denied, the Employer will give the reasons for the denial in writing.

In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, educational programs or other Union functions. An employee shall be allowed to make application for leave of absence for Union business. The total of all such absence for Union business shall not be in excess of thirty-five (35) days in any calendar year. Not more than one (1) employee shall be eligible for leave of absence for Union business at one (1) time.

When employees are absent from work to attend Union conventions or seminars the Employer will continue to pay such employee his/her/their regular wages and benefits. The Union will later reimburse the Employer for all wages and benefits within one (1) month of being billed.

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay but without loss of seniority by the Employer for a period of up to twenty-four (24) months.

21.03 Bereavement Leave

The following shall be granted:

- (a) A full-time or permanent regular part-time (RPT) employee, following a death in the employee's immediate family, shall receive their basic rate of pay for each scheduled day of work missed up to a maximum of three (3) consecutive days which extends from the date of death up to and including interment. One (1) of the three (3) days may be moved for interment.
- (b) For the purposes of this Article, immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner, legal guardian, or fiancée.
- (c) An additional two (2) unpaid days will be granted for exceptional circumstances (i.e. travel beyond eight hundred (800) kilometers).
- (d) One (1) day for the death of an aunt, uncle, niece or nephew.

21.04 Paid Jury or Court Witness Duty Leave

If a full-time or regular part-time (RPT) employee is required to serve as a juror in any court of law, or any legal hearing that has the power to subpoena, or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately of the employee's notification that he/she/they will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;

- (c) deposits promptly with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances, and deposits with the Employer an official receipt where available;
- (d) where the employee's attendance is not required for the whole day, he/she/they shall return to work immediately upon his/her/their release from duty.

21.05 The Employer agrees to introduce a prepaid leave program for any permanent full-time employee for a one (1) year leave of absence funded solely by the employee and assist such financing through deferral of salary in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, subject to the following terms and conditions:

- (a) The period during which salary is held back and accumulated, the amount and year in which the leave is granted and repayment of deferred salary and interest, if any, can be done in one of the following methods:
 - (i) Two (2) years of deferral of one-third (33%) of annual salary in each year, followed by one (1) year leave of absence;
 - (ii) Three (3) year deferral of one-quarter (25%) of annual salary in each year, followed by one (1) year leave of absence;
 - (iii) Four (4) year deferral of one-fifth (20%) of annual salary in each year, followed by one (1) year leave of absence;
 - (iv) Five (5) years of deferral of one-sixth (16%) of annual salary in each year, followed by one (1) year of leave.
- (b) The employee must make written application to the Director, Human Resources, or his/her/their designate stating the intended purpose of the leave at least six (6) months prior to the intended commencement of the program (i.e. the salary deferral portion).
- (c) Written applications will be reviewed by the Director, Human Resources, or his/her/their designate. Leaves requested for the purpose of further formal education will be given priority. Applications for leaves requested for other purposes will be granted according to the operational requirements of the Branch. A written approval or denial will be forwarded to the applicant within four (4) weeks of application.
- (d) During the years of salary deferral, the percentage of gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of leave or upon withdrawal from the plan.

- (e) The manner in which the deferred salary is held shall be at the discretion of the Employer. The number of employees entered into the plan of salary holdback shall be determined by the Branch in accordance with its staffing requirements but shall not exceed a maximum of two (2) full-time equivalent employees. The year for purposes of the program shall be September 1st of one (1) year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Employer.
- (f) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (g) All, if any, benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance benefits for the year of leave and must pay both the Employer and the employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier.
- (h) Participating employees must contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary holdback) during the years of salary holdback. During the year of leave, the employee's pension will be held in suspension (i.e. no contributions will be made and no service accumulates if leave is other than for approved educational purposes).
- (i) Full-time employees will not be eligible to participate in the long-term disability plan during the year of leave nor will they be covered by WSIB.
- (j) Seniority and service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.
- (k) An employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months notice is given to the Director, Human Resources, or his/her/their designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (l) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.

- (m) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. 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.
- (n) The employee will be reinstated to his/her/their former position unless the position has been discontinued, in which case he/she/they shall be given a comparable job.
- (o) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. This formal agreement shall be in writing and set out the terms of the plan agreed to and the conditions within. It shall include but not be limited to:
 - (i) A statement that the employee is entering the prepaid leave program in accordance with Article 21.05(c) of the Collective Agreement, and;
 - (ii) The period of salary deferral and the period for which the leave is requested;
 - (iii) The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to form part of this written agreement.

21.06 Personal Leave

The Employer shall grant leaves of absences consistent with the Ontario Employment Standards Act, and any of its eventual modifications.

21.07 Family Medical Leave

The Employer shall grant leaves of absences consistent with the Ontario Employment Standards Act, and any of its eventual modifications.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

Full-time, regular part-time (RPT) or casual employees may request Pregnancy and Parental unpaid leave.

Pregnancy and Parental leave provisions are consistent with the Ontario Employment Standards Act.

During the Pregnancy and/or Parental Leave, the employee will continue to accumulate all benefits and seniority under the Collective Agreement.

Employees are entitled during the Pregnancy and/or Parental Leave to continue participation in all benefit plans including the pension plan. The Employer shall continue to make the Employer contributions to the benefit plan and pension as if the employee was earning wages at the level when the leave began, unless the employee gives the Employer written notice that the employee does not intend to pay, in advance, the employee's contributions during the period of the leave.

The employee must make payments to the Employer for his/her/their share of benefits and on default, the Employer may allow such benefits to lapse.

Employees shall be reinstated following return from Pregnancy and Parental Leave to the position the employee most recently held if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave began and without loss of seniority or benefits.

Employees that take Pregnancy and/or Parental Leave are not permitted to terminate their employment prior to the expiry of the leave, or upon its expiry, unless they provide the Employer with at least four (4) weeks written notice of the termination. This requirement does not apply if the Employer constructively dismisses the employee.

An employee may also qualify for Maternity and Parental benefits under the federal Employment Insurance Act. The employee may acquire more information about the EI Maternity benefits by contacting Human Resources and Social Development Canada (HSDC). Online information can be found on the HRSDC's Internet site.

An employee may acquire more information about Pregnancy and Parental Leave by contacting *Human Resources and Social Development Canada* at www.hrsdc.gc.ca

22.01 Pregnancy Leave

- (a) An employee who has completed at least thirteen (13) weeks of employment before his/her/their due date qualifies for up to seventeen (17) weeks of job protected pregnancy leave without pay.

The Employer shall not deny the pregnant employee the right to continue to work until his/her/their date of delivery. The Employer reserves the right to request a medical certificate indicating that the employee is capable of continuing his/her/their duties during his/her/their pregnancy.

The leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery.

An employee may shorten the duration of the six (6) week period mentioned in the Article giving the Employer two (2) weeks notice of intent to do so and furnishing the Employer with a medical certificate confirming that the employee is able to return to work.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which the leave of absence will commence and furnish the Employer with the certificate of a legally qualified medical practitioner giving the estimated day upon which delivery will occur.

An employee who intends to resume employment on the expiration of a leave of absence granted under this Article shall so advise the Employer by giving four (4) weeks notice in advance.

(b) Parental Leave

A parent is entitled to take up to thirty-five (35) weeks unpaid parental leave if the employee also took pregnancy leave, and thirty-seven (37) weeks of unpaid parental leave if the employee did not take pregnancy leave.

An employee with thirteen (13) weeks service is eligible to take Parental Leave. The term "parent" means any person who falls under the definition of "parent" used in the Employment Insurance Act.

Employees who have taken a Pregnancy Leave and who wish also to take Parental Leave must commence their Parental Leave immediately when the Pregnancy Leave ends, unless the child has not yet come into custody, care and control of a parent for the first time.

Parental benefits are only available within the fifty-two (52) weeks following the child's birth, or for adoptive parents within the fifty-two (52) weeks from the date the child is placed with you.

(c) Employees are entitled during Pregnancy and Parental leave to continue participation in all benefit plans including the pension plan. The Employer shall continue to make the Employer contributions to the benefit plan and pension as if the employee was earnings wages at the level when the

leave began, unless the employee gives the Employer written notice that the employee does not intend to pay, in advance, the employee's contributions during the period of the leave. The employee must make payments to the Employer for his/her/their share of benefits and on default, the Employer may allow such benefits to lapse.

- (d) Employees shall be reinstated following return from Pregnancy and Parental Leave to the position the employee most recently held if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave began and without loss of seniority or benefits.

ARTICLE 23 - PAYMENT OF WAGES AND REIMBURSEMENTS

23.01 Pay Days

Employees will be paid bi-weekly on Friday in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.

The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration award, written consent from the employee or by this Agreement.

Written consent from the employee will be dealt with only after Union Orientation, as per Article 6.01 has been completed.

- 23.02** Employees shall be paid according to Schedule "A" of the Collective Agreement and shall progress from one step to the next in the salary range of their classification on completion of one (1) year of service.

23.03 Previous Experience Credit

On hire recent and relevant experience is validated with the employee, their resume and confirmed with the reference check as part of the hiring process.

Classification Levels 5-9

The employee's placement on the pay scale shall be on the basis of one (1) grid step for each complete year of related experience.

It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

Classification Levels 10-12

The employee's placement on the pay scale shall be on the basis of one (1) grid step for each complete year of related experience.

23.04 All employees will be paid by means of an Electronic Fund Transfer (EFT) into their personal bank account.

23.05 If an employee voluntarily applies to a job posting and is the successful candidate, their pay rate would be administered on the classification pay scale of the new position.

Promotions (move to a job with a higher classification level)

The employee is placed at the 1st step on the new classification pay scale or the next highest step on the pay scale to provide a minimum of a five percent (5%) increase. The employee continues to receive anniversary increments until the top step of the pay scale of the new classification is reached.

Lateral Transfers (move to new job with same job classification level)

The employee will receive no adjustment to their pay rate at the time of transfer. The employee, if not at the top step of the scale, would continue to move upwards one grid step on their anniversary date (seniority date) until they reach the top step of the pay scale of the job classification.

Transfer to a Position of a Lower Classification Level

The Employee is placed on the same step of the new lower classification pay scale.

For clarification – the term “transfer” in this Article means to post and be awarded a position.

23.06 Meal Reimbursements

Employees whose shift is extended by three and one-half hours (3.5 hours) or more shall be afforded a meal reimbursement of no more than twenty (\$20.00) dollars for each occurrence. The employee is to submit a receipt for reimbursement to the Supervisor or Program Manager and will be reimbursed within a reasonable time period.

ARTICLE 24 - TECHNOLOGICAL AND OTHER CHANGES

24.01 The Employer agrees to notify the Union in advance, as far as practicable, of any technological changes which the Employer has decided to introduce which will change the status of employees within the bargaining unit. The Employer further agrees to update the information provided as new developments arise and modifications are made.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible.

ARTICLE 25 - BENEFITS

25.01 Full-time Employee Insurance Benefit Plan

The Employer provides all full-time employees, effective the 1st of the month following completion of ninety days (90) of continuous service, with an insured benefit plan, as described below. Enrolment and employee participation will be in accordance with the terms and conditions of the Carefor Benefit Plan policy.

- (a) Extended Health Care – The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under Extended Health Care Benefits as provided under the Carefor Group Benefit Plan.

Effective February 1, 2015 employees will receive a drug card.

Effective May 1st, 2015 employees will receive vision care \$200.00 every twenty-four (24) months.

- (b) Dental Care – The Employer agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in

the active employ of the Employer under the Dental Care as provided under Carefor Group Benefit Plan.

- (c) Life Insurance – The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Carefor for Life Insurance coverage provided under the Carefor Benefit Insurance Plan which is two (2) times the Employee's basic yearly salary.
- (d) Every employee as a condition of employment will be covered by the Carefor Long-Term Disability (LTD) Plan which is employee paid at one hundred percent (100%). Coverage is based on sixty percent (60%) of gross insurable earnings. LTD benefits received are non-taxable.
- (e) "Active Employee" excludes absences without pay from Carefor in excess of thirty (30) consecutive calendar days. An employee on such leave of absence shall be responsible for full payment of the premiums (subject to the agreement of the carrier) set out above for any benefit plans in which the employee participates for the period of the absence in excess of thirty (30) consecutive calendar days. Such election to continue benefit coverage shall also be in agreement with Carefor requirements. The employee shall arrange with Carefor to prepay the premiums during the period of the leave to ensure continuing coverage.
- (f) In the case of unpaid leaves of absence due to maternity or parental leave or when an employee is in receipt of Workplace Safety and Insurance benefits, the Employer will continue to pay its share of the subsidized employee benefits in accordance with applicable legislation, unless the employee indicates that he/she/they do not wish to continue his/her/their participation in the benefit plans in the case of maternity/parental leave of absence.
- (g) The Employer will provide all members of the bargaining unit the services of an Employee Assistance Program (EAP).

25.02 Pension Plan

Carefor pension plan members are members of the Healthcare of Ontario Pension Plan (HOOPP). The HOOPP plan is governed entirely by the HOOPP plan text. All full-time employees are required to enroll in HOOPP upon hire date. Part-time and casual employees may choose to enroll in HOOPP upon hire, or at any later date during his/her/their employment in accordance with Carefor's policies. The HOOPP Handbook-a guide for HOOPP members and those eligible to join HOOPP, is provided to all new hires during orientation, is available on HOOPP's website, and can also be

provided upon request to Human Resources. This handbook is key reference material for all members and those eligible to join HOOPP.

25.03 Benefits for Regular Part-time (RPT) and Casual Employees

Regular part-time (RPT) and casual employees will be paid eight percent (8%) in lieu of all fringe benefits in addition to their straight time hourly rate. During the first three (3) months of employment employees will be paid four percent (4%) in lieu of benefits. On the first day of the pay period following the completion of three (3) months of continuous employment the in lieu of benefits will increase to eight percent (8%).

Any employee who elects to participate in the pension plan shall receive five and one half percent (5.5%) in lieu of benefits.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Health & Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health & Safety Committee at least one Certified representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related.
- (d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- (e) Meetings shall be held every third month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing shall be granted and

time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his/her/their regular or premium rate as may be applicable.

(g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

(h) All employees shall be covered by the *Workplace Safety and Insurance Act*.

An employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the *Workplace Safety and Insurance Act*.

While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the *Workplace Safety and Insurance Act*.

Employees will have access to employer paid sick leave and/or employee sick bank and/or Employment Insurance (EI) and/or Long-Term Disability (LTD) until such time as the employee claim for benefits, including appeal, is determined by the WSIB.

ARTICLE 27 - POSITION CLASSIFICATION AND RECLASSIFICATION

27.01 A copy of the current job description for a bargaining unit position shall be made available to the Union upon request.

27.02 When a new office or clerical position is created or an existing position is substantially modified the Employer shall determine the classification and pay scale and will notify the Union of same. If the Union challenges the classification or pay scale, they may request a meeting with the Employer to endeavour to negotiate a mutually agreeable resolution. Such request for meeting shall not delay the implementation of the new classification and shall be made within ten (10) working days of notification by the Employer. Where the rate is challenged by the Union and the matter is not resolved within ten (10) working days of the meeting, it may be referred to arbitration within the time limits set out in this Agreement.

The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regard to the requirements of such classifications.

27.03 Peer Mentorship Premium

Employees that have been approved by their Manager to provide formal peer mentorship to employees shall be paid a premium of \$3.00 per hour for every hour spent in such a capacity. This rate shall also apply to employees approved to provide peer mentorship or cross-training for two (2) days or more to current employees.

This premium is not intended to compensate employees for the normal orientation and on-boarding.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Bulletin Boards

The Employer shall provide a bulletin board in the office as well as space on the Employer's digital intranet system, that all employees will have access to and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Details of the posts and notices as well as the process for posting on Carefor's digital intranet system will be determined at a future CUPE 4999 Labour-Management Meeting will be managed as a letter of understanding

28.02 The Employer shall designate a specific room to be used for lunch breaks.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 A copy of this Agreement in a mutually agreed form will be issued to each employee currently employed and all new employees. The cost of printing this Agreement shall be shared equally between the Union and the Employer. Sufficient copies of this Agreement shall be distributed within thirty (30) days of signing.

ARTICLE 30 - TERMS OF AGREEMENT

Duration


This Agreement shall be in force from February 5, 2022, to February 4, 2025. The Agreement shall remain in effect year to year thereafter unless either party gives the other written notice of termination or desire to amend the Agreement.

Notice of Change

Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of one hundred & twenty days (120) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.


DATED AT OTTAWA, ONTARIO THIS 23rd DAY OF October, 2024.

Signed on behalf of the Employer




Amy Boudreau (Oct 29, 2024 08:07 EDT)

Amy Boudreau




Chelsea Duchesne



Jennifer Coccimiglio (Oct 28, 2024 09:53 EDT)

Jennifer Coccimiglio




Kathleen Revill (Oct 28, 2024 10:32 EDT)

Katie Revill

Signed on behalf of the Union




Vanora Schoenwald



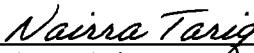
F.Huneault (Oct 28, 2024 11:03 EDT)

Fil Huneault



Shannon Bernique (Oct 28, 2024 10:18 EDT)

Shannon Bernique



Nairra Tariq (Oct 29, 2024 12:04 EDT)

Nairra Tariq

SCHEDULE "A" – PAY SCALE

| SCHEDULE "A" - PAY SCALE | | | | | | | | | |
|-------------------------------------|-------|----------------------------|----------------------|----------------------------|--------------------|----------------------------|--------------------|----------------------------|--------------------|
| Level 5 (428-507) | Steps | 5-Feb-21 Hourly 2.0% | 5-Feb-2021 Annual | 5-Feb-22 Hourly 4.0% | 5-Feb-22 Annual | 5-Feb-23 Hourly 3.0% | 5-Feb-23 Annual | 5-Feb-24 Hourly 3.0% | 5-Feb-24 Annual |
| Office Float | 1 | \$16.13 | \$31,453.50 | \$16.78 | \$32,711.64 | \$17.28 | \$33,692.99 | \$17.80 | \$34,703.78 |
| Records Clerk | 2 | \$16.71 | \$32,584.50 | \$17.38 | \$33,887.88 | \$17.90 | \$34,904.52 | \$18.44 | \$35,951.65 |
| Verification Clerk | 3 | \$17.29 | \$33,715.50 | \$17.98 | \$35,064.12 | \$18.52 | \$36,116.04 | \$19.08 | \$37,199.52 |
| | 4 | \$17.86 | \$34,827.00 | \$18.57 | \$36,220.08 | \$19.13 | \$37,306.68 | \$19.71 | \$38,425.88 |
| | 5 | \$18.43 | \$35,938.50 | \$19.17 | \$37,376.04 | \$19.74 | \$38,497.32 | \$20.33 | \$39,652.24 |
| | 6 | \$19.01 | \$37,069.50 | \$19.77 | \$38,552.28 | \$20.36 | \$39,708.85 | \$20.97 | \$40,900.11 |
| | 7 | \$19.58 | \$38,181.00 | \$20.36 | \$39,708.24 | \$20.97 | \$40,899.49 | \$21.60 | \$42,126.47 |
| | 8 | \$20.17 | \$39,331.50 | \$20.98 | \$40,904.76 | \$21.61 | \$42,131.90 | \$22.25 | \$43,395.86 |
| Level 6 (508-587) | Steps | 5-Feb-21 Hourly 2.0% | 5-Feb-2021 Annual | 5-Feb-22 Hourly 4.0% | 5-Feb-22 Annual | 5-Feb-23 Hourly 3.0% | 5-Feb-23 Annual | 5-Feb-24 Hourly 3.0% | 5-Feb-24 Annual |
| Client Services Supplies Clerk | 1 | \$18.06 | \$35,217.00 | \$18.78 | \$36,625.68 | \$19.35 | \$37,724.45 | \$19.93 | \$38,856.18 |
| Billing Clerk | 2 | \$18.71 | \$36,484.50 | \$19.46 | \$37,943.88 | \$20.04 | \$39,082.20 | \$20.64 | \$40,254.66 |
| Clerical Intake Clerk | 3 | \$19.35 | \$37,732.50 | \$20.12 | \$39,241.80 | \$20.73 | \$40,419.05 | \$21.35 | \$41,631.63 |
| Payroll Clerk | 4 | \$19.99 | \$38,980.50 | \$20.79 | \$40,539.72 | \$21.41 | \$41,755.91 | \$22.06 | \$43,008.59 |
| Carling Receptionist | 5 | \$20.65 | \$40,267.50 | \$21.48 | \$41,878.20 | \$22.12 | \$43,134.55 | \$22.78 | \$44,428.58 |
| Client Services Float | 6 | \$21.28 | \$41,496.00 | \$22.13 | \$43,155.84 | \$22.80 | \$44,450.52 | \$23.48 | \$45,784.03 |
| Client Services Admin Support Clerk | 7 | \$21.92 | \$42,744.00 | \$22.80 | \$44,453.76 | \$23.48 | \$45,787.37 | \$24.19 | \$47,160.99 |
| Purchasing Clerk | 8 | \$22.57 | \$44,011.50 | \$23.47 | \$45,771.96 | \$24.18 | \$47,145.12 | \$24.90 | \$48,559.47 |
| Records Coordinator | | | | | | | | | |
| Administrative Assistant | | | | | | | | | |
| Warehouse & Maintenance Assistant | | | | | | | | | |

| Level 7 (588-688) | Steps | 5-Feb-21 Hourly 2.0% | 5-Feb-2021 Annual | 5-Feb-22 Hourly 4.0% | 5-Feb-22 Annual | 5-Feb-23 Hourly 3.0% | 5-Feb-23 Annual | 5-Feb-24 Hourly 3.0% | 5-Feb-24 Annual |
|--------------------------------------|--------------|-------------------------------------|------------------------------|-------------------------------------|----------------------------|-------------------------------------|----------------------------|-------------------------------------|----------------------------|
| Belfast Receptionist | 1 | \$20.24 | \$39,468.00 | \$21.05 | \$41,046.72 | \$21.68 | \$42,278.12 | \$22.33 | \$43,546.47 |
| Client Services Coordinator | 2 | \$20.99 | \$40,930.50 | \$21.83 | \$42,567.72 | \$22.48 | \$43,844.75 | \$23.16 | \$45,160.09 |
| Client Services Coordinator Float | 3 | \$21.69 | \$42,295.50 | \$22.56 | \$43,987.32 | \$23.23 | \$45,306.94 | \$23.93 | \$46,666.15 |
| Evening Client Services Coordinator | 4 | \$22.42 | \$43,719.00 | \$23.32 | \$45,467.76 | \$24.02 | \$46,831.79 | \$24.74 | \$48,236.75 |
| CSS Intake Coordinator | 5 | \$23.14 | \$45,123.00 | \$24.07 | \$46,927.92 | \$24.79 | \$48,335.76 | \$25.53 | \$49,785.83 |
| Client Services Staffing Coordinator | 6 | \$23.87 | \$46,546.50 | \$24.82 | \$48,408.36 | \$25.57 | \$49,860.61 | \$26.34 | \$51,356.43 |
| Accounts Payable Program Coordinator | 7 | \$24.59 | \$47,950.50 | \$25.57 | \$49,868.52 | \$26.34 | \$51,364.58 | \$27.13 | \$52,905.51 |
| ICH Staffing Coordinator | 8 | \$25.31 | \$49,354.50 | \$26.32 | \$51,328.68 | \$27.11 | \$52,868.54 | \$27.93 | \$54,454.60 |
| IT Application Support | | | | | | | | | |
| IT Desktop Support | | | | | | | | | |
| IT Helpdesk Technician | | | | | | | | | |
| Marketing and Fundraising Assistant | | | | | | | | | |
| Administrative and Finance Float | | | | | | | | | |
| Finance Clerk | | | | | | | | | |
| Accounts Receivable Clerk | | | | | | | | | |

| Level 8 (689-788) | Steps | 5-Feb-21 Hourly 2.0% | 5-Feb-2021 Annual | 5-Feb-22 Hourly 4.0% | 5-Feb-22 Annual | 5-Feb-23 Hourly 3.0% | 5-Feb-23 Annual | 5-Feb-24 Hourly 3.0% | 5-Feb-24 Annual |
|-------------------------------------------|--------------|-------------------------------------|------------------------------|-------------------------------------|----------------------------|-------------------------------------|----------------------------|-------------------------------------|----------------------------|
| IT Application Systems Coordinator | 1 | \$22.65 | \$44,167.50 | \$23.56 | \$45,934.20 | \$24.26 | \$47,312.23 | \$24.99 | \$48,731.59 |
| Payroll Administrator | 2 | \$23.48 | \$45,786.00 | \$24.42 | \$47,617.44 | \$25.15 | \$49,045.96 | \$25.91 | \$50,517.34 |
| IT Deskside Technician | 3 | \$24.28 | \$47,346.00 | \$25.25 | \$49,239.84 | \$26.01 | \$50,717.04 | \$26.79 | \$52,238.55 |
| Purchasing Coordinator | 4 | \$25.07 | \$48,886.50 | \$26.07 | \$50,841.96 | \$26.85 | \$52,367.22 | \$27.66 | \$53,938.24 |
| Warehouse and Maintenance Coordinator | 5 | \$25.88 | \$50,466.00 | \$26.92 | \$52,484.64 | \$27.72 | \$54,059.18 | \$28.55 | \$55,680.95 |
| | 6 | \$26.68 | \$52,026.00 | \$27.75 | \$54,107.04 | \$28.58 | \$55,730.25 | \$29.44 | \$57,402.16 |
| | 7 | \$27.49 | \$53,605.50 | \$28.59 | \$55,749.72 | \$29.45 | \$57,422.21 | \$30.33 | \$59,144.88 |
| | 8 | \$28.33 | \$55,243.50 | \$29.46 | \$57,453.24 | \$30.35 | \$59,176.84 | \$31.26 | \$60,952.14 |
| Level 9 (789-888) | Steps | 5-Feb-21 Hourly 2.0% | 5-Feb-2021 Annual | 5-Feb-22 Hourly 4.0% | 5-Feb-22 Annual | 5-Feb-23 Hourly 3.0% | 5-Feb-23 Annual | 5-Feb-24 Hourly 3.0% | 5-Feb-24 Annual |
| Payroll Specialist | 1 | \$25.38 | \$49,491.00 | \$26.40 | \$51,470.64 | \$27.19 | \$53,014.76 | \$28.00 | \$54,605.20 |
| Intermediate Systems Administrator | 2 | \$26.29 | \$51,265.50 | \$27.34 | \$53,316.12 | \$28.16 | \$54,915.60 | \$29.01 | \$56,563.07 |
| Telecommunications Administrator | 3 | \$27.18 | \$53,001.00 | \$28.27 | \$55,121.04 | \$29.12 | \$56,774.67 | \$29.99 | \$58,477.91 |
| Communications and Fundraising Specialist | 4 | \$28.09 | \$54,775.50 | \$29.21 | \$56,966.52 | \$30.09 | \$58,675.52 | \$30.99 | \$60,435.78 |
| | 5 | \$28.99 | \$56,530.50 | \$30.15 | \$58,791.72 | \$31.05 | \$60,555.47 | \$31.99 | \$62,372.14 |
| | 6 | \$29.88 | \$58,266.00 | \$31.08 | \$60,596.64 | \$32.01 | \$62,414.54 | \$32.97 | \$64,286.98 |
| | 7 | \$30.78 | \$60,021.00 | \$32.01 | \$62,421.84 | \$32.97 | \$64,294.50 | \$33.96 | \$66,223.33 |
| | 8 | \$31.72 | \$61,854.00 | \$32.99 | \$64,328.16 | \$33.98 | \$66,258.00 | \$35.00 | \$68,245.74 |

| Level 10 (889-988) | Steps | 5-Feb-21 Hourly 2.0% | 5-Feb-2021 Annual | 5-Feb-22 Hourly 4.0% | 5-Feb-22 Annual | 5-Feb-23 Hourly 3.0% | 5-Feb-23 Annual | 5-Feb-24 Hourly 3.0% | 5-Feb-24 Annual |
|---------------------------------------|--------------|-------------------------------------|------------------------------|-------------------------------------|----------------------------|-------------------------------------|----------------------------|-------------------------------------|----------------------------|
| Lead Telecommunications Administrator | 1 | \$28.43 | \$55,438.50 | \$29.57 | \$57,656.04 | \$30.45 | \$59,385.72 | \$31.37 | \$61,167.29 |
| | 2 | \$29.44 | \$57,408.00 | \$30.62 | \$59,704.32 | \$31.54 | \$61,495.45 | \$32.48 | \$63,340.31 |
| | 3 | \$30.46 | \$59,397.00 | \$31.68 | \$61,772.88 | \$32.63 | \$63,626.07 | \$33.61 | \$65,534.85 |
| | 4 | \$31.46 | \$61,347.00 | \$32.72 | \$63,800.88 | \$33.70 | \$65,714.91 | \$34.71 | \$67,686.35 |
| | 5 | \$32.64 | \$63,648.00 | \$33.95 | \$66,193.92 | \$34.96 | \$68,179.74 | \$36.01 | \$70,225.13 |
| | 6 | \$33.48 | \$65,286.00 | \$34.82 | \$67,897.44 | \$35.86 | \$69,934.36 | \$36.94 | \$72,032.39 |
| | 7 | \$34.48 | \$67,236.00 | \$35.86 | \$69,925.44 | \$36.93 | \$72,023.20 | \$38.04 | \$74,183.90 |
| | 8 | \$35.55 | \$69,322.50 | \$36.97 | \$72,095.40 | \$38.08 | \$74,258.26 | \$39.22 | \$76,486.01 |
| | | | | | | | | | |
| Level 11 (989-1088) | Steps | 5-Feb-21 Hourly 2.0% | 5-Feb-2021 Annual | 5-Feb-22 Hourly 4.0% | 5-Feb-22 Annual | 5-Feb-23 Hourly 3.0% | 5-Feb-23 Annual | 5-Feb-24 Hourly 3.0% | 5-Feb-24 Annual |
| IT Server/Network Administrator | 1 | \$31.84 | \$62,088.00 | \$33.11 | \$64,571.52 | \$34.11 | \$66,508.67 | \$35.13 | \$68,503.93 |
| Systems Administrator | 2 | \$32.98 | \$64,311.00 | \$34.30 | \$66,883.44 | \$35.33 | \$68,889.94 | \$36.39 | \$70,956.64 |
| Application Administrator | 3 | \$34.10 | \$66,495.00 | \$35.46 | \$69,154.80 | \$36.53 | \$71,229.44 | \$37.62 | \$73,366.33 |
| | 4 | \$35.23 | \$68,698.50 | \$36.64 | \$71,446.44 | \$37.74 | \$73,589.83 | \$38.87 | \$75,797.53 |
| | 5 | \$36.36 | \$70,902.00 | \$37.81 | \$73,738.08 | \$38.95 | \$75,950.22 | \$40.12 | \$78,228.73 |
| | 6 | \$37.49 | \$73,105.50 | \$38.99 | \$76,029.72 | \$40.16 | \$78,310.61 | \$41.36 | \$80,659.93 |
| | 7 | \$38.61 | \$75,289.50 | \$40.15 | \$78,301.08 | \$41.36 | \$80,650.11 | \$42.60 | \$83,069.62 |
| | 8 | \$39.80 | \$77,610.00 | \$41.39 | \$80,714.40 | \$42.63 | \$83,135.83 | \$43.91 | \$85,629.91 |

| Level 12 (1089-1188) | Steps | 5-Feb-21 Hourly 2.0% | 5-Feb-2021 Annual | 5-Feb-22 Hourly 4.0% | 5-Feb-22 Annual | 5-Feb-23 Hourly 3.0% | 5-Feb-23 Annual | 5-Feb-24 Hourly 3.0% | 5-Feb-24 Annual |
|------------------------------------------|--------------|-------------------------------------|------------------------------|-------------------------------------|----------------------------|-------------------------------------|----------------------------|-------------------------------------|----------------------------|
| IT Senior Server & Network Administrator | 1 | \$35.66 | \$69,537.00 | \$37.09 | \$72,318.48 | \$38.20 | \$74,488.03 | \$39.34 | \$76,722.68 |
| IT Senior Systems Administrator | 2 | \$36.94 | \$72,033.00 | \$38.42 | \$74,914.32 | \$39.57 | \$77,161.75 | \$40.76 | \$79,476.60 |
| | 3 | \$38.20 | \$74,490.00 | \$39.73 | \$77,469.60 | \$40.92 | \$79,793.69 | \$42.15 | \$82,187.50 |
| | 4 | \$39.45 | \$76,927.50 | \$41.03 | \$80,004.60 | \$42.26 | \$82,404.74 | \$43.53 | \$84,876.88 |
| | 5 | \$40.72 | \$79,404.00 | \$42.35 | \$82,580.16 | \$43.62 | \$85,057.56 | \$44.93 | \$87,609.29 |
| | 6 | \$41.98 | \$81,861.00 | \$43.66 | \$85,135.44 | \$44.97 | \$87,689.50 | \$46.32 | \$90,320.19 |
| | 7 | \$43.26 | \$84,357.00 | \$44.99 | \$87,731.28 | \$46.34 | \$90,363.22 | \$47.73 | \$93,074.11 |
| | 8 | \$44.58 | \$86,931.00 | \$46.36 | \$90,408.24 | \$47.75 | \$93,120.49 | \$49.19 | \$95,914.10 |

Retroactivity applies to hours paid by the Employer dating back to the expiration of the current Collective Agreement.

Payments will be made within two (2) pay periods from the ratification date of the new Collective Agreement.

SCHEDULE "B" - WORKPLACE ISSUE FORM

COMPLAINT FORM FOR CUPE MEMBERS

Employee Name _____ Date _____
(please print)

Location _____ Position _____

Phone # (h) _____ (c) _____ (w) _____ (x) _____

Complaint to Immediate Supervisor _____
(name and title)

This is a workplace issue

Or

This is a complaint concerning a clause in the Collective Agreement which could lead to a grievance.
The Article(s) number is/are _____.

Note: The complaint must be a workplace issue or a Collective Agreement complaint, it cannot be both. An employee must choose which type of complaint it is.

Employee Signature

Supervisor Signature

Date Received

c.c. Union Shop Steward; Manager, Human Resources