

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN HEARING SERVICES  
(hereinafter called "The EMPLOYER" or "CHS")**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL  
2073  
(hereinafter called "The Union")**

**EXPIRY DATE: MARCH 31, 2025**

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## **ARTICLE 1 – PREAMBLE**

### **1.01 It is the purpose of both Parties to this Agreement:**

1. to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
2. to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
3. to encourage efficiency in operations;
4. to promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.

### **1.02 In this Agreement, all pronouns shall be reference to all genders. Where the singular is used, it may also be deemed to mean the plural within the appropriate context.**

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of Management and to direct the working forces, subject to the terms of this Agreement. A dispute over whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

### **3.01 Scope and Recognition**

(a) The Employer recognizes The Canadian Union of Public Employees and its Local 2073 as the sole and exclusive bargaining Agent for all its employees, save and except supervisors, persons above the rank of supervisor, as well as the following positions:

- Executive Assistant to the CEO
- Executive/Administrative Assistants to Senior Management or Board
- Senior Human Resources Business Partner/Advisor
- Human Resources Generalist/Specialist
- Talent Acquisition Specialist
- Service Excellence Facilitator
- Labour Relations Specialist (Human Resources)

- Payroll & Benefits Administrator (Human Resources)
- Administrative Assistant (Human Resources)
- Management Interpreter (Human Resources)

### **3.02 Work of the Bargaining Unit**

Persons whose jobs are not in the Bargaining Unit shall not work in any jobs which are included in the Bargaining Unit, except in the case of absences of short duration such as sickness, holidays, coffee breaks, emergencies, training and instruction or other circumstances agreed to by the Parties.

### **3.03 Definitions**

#### **(a) Full-time Employee**

An employee who is employed for the normal full-time hours as set out in Article 16.01.

#### **(b) Part-time Employee**

An employee who is employed for less than the normal full-time hours as set out in Article 16.01.

#### **(c) Probationary Employee**

An employee who has not yet completed their probationary period as required under Article 13.03 and pays Union dues.

#### **(d) Permanent Employee**

An employee who has acquired seniority as set out in Article 13.01 is covered by all terms of the Collective Agreement, and pays Union dues, including both full-time and part-time employees.

#### **(e) Temporary Employee**

An employee who is employed for a specific period of time, up to 12 months:

- i) to replace an employee who is absent for such reasons as illness, vacation, maternity leave, educational leave, or any other approved leave of absence; or
- ii) for a special non-recurring task including, but not limited to, unusual or unanticipated increases in workload, but excluding a Contract employee.

The above period may be extended up to 18 months in the case of replacement for the purposes of pregnancy and/or parental leave.

This twelve (12) month period (or up to eighteen (18) month period as applicable) may be extended for up to an additional 12 months by mutual agreement of the Union and the Employer. The period of temporary employment may be shortened by the Employer, upon giving at least four (4) weeks' written notice. At the conclusion of the temporary assignment, the employee may be terminated. Such termination shall not be the subject of a grievance or arbitration.

Temporary employees shall:

- be considered part of the bargaining unit and pay Union dues;
- have full rights and benefits under this Collective Agreement, except as provided otherwise in this agreement;
- be considered internal applicants for job posting purposes, provided they have completed their probationary period in accordance with Article 13.03; and
- be eligible for benefit coverage only if they meet the criteria set out in Article 25 – Employee Benefits.

Where a permanent employee is transferred to a temporary position, an employee hired externally to replace that employee will be considered to be a temporary employee.

**(f) Contract Employee**

An employee who

- i) is hired or transferred into a position that has dedicated funding with an expected end date; or
- ii) is hired to fill a new position where the Employer is in the process of securing stable funding.

Contract employees shall:

- be considered part of the bargaining unit and pay Union dues;
- have full rights and benefits under this Collective Agreement, except as provided otherwise in this agreement;

- be considered internal applicants for job posting purposes, provided they have completed their probationary period in accordance with Article 13.03; and
- be eligible for benefit coverage only if they meet the criteria set out in Article 25 – Employee Benefits.

Where a permanent employee is transferred to a contract position, an employee hired externally to replace that transferred employee will be considered to be a temporary employee.

It is expected that the majority of contracts will be for no longer than twelve (12) months, but it is recognized that some contracts may be longer. The Employer will notify the Union of any contracts that exceed twelve (12) months. A contract position may be extended by the Employer for up to 12 months beyond the original expiration date as agreed to by the Union and the Employer. The period of contract employment may be shortened by the Employer, giving at least four (4) weeks written notice. At the conclusion of the contract, the employee may be terminated. Such termination shall not be the subject of a grievance or arbitration.

Whenever possible, contract employees are paid according to the Salary Grid and are eligible for benefit coverage in accordance with Article 25. Where the funding sources do not permit the employee to be paid according to the Salary Grid, the Employer and the Union will meet and attempt to agree upon **the salary** for the contract employee which **reflects** the parameters established by the funding source.

**(g) Casual Employee**

An employee who is hired by the hour, at a rate mutually agreed between the Employer and the employee. Casual employees are excluded from the bargaining unit. Casual employees also include summer students, employees provided through a variety of job creation programs, and trainees or interns. Prior to utilizing casual employees, the Employer will offer available work to employees on layoff, provided they are available and qualified to perform the work.

Note for clarity: The Employer utilizes the services of independent consultants and self-employed individuals for a variety of purposes. Such persons are not employees of the Employer and are therefore not covered by any provisions of this Agreement.

### **3.04 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's Representative which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 No Discrimination**

- (a) The Parties agree that there shall be no discrimination or any form of harassment against any member of the Bargaining Unit on any prohibited ground set out in legislation. There shall also be no discrimination against any Bargaining Unit member as a result of their Union activities pursuant to this Collective Agreement.
- (b) In accordance with the Ontario Human Rights Code, as amended from time to time, the parties are committed to the principle that the workplace should be free from discrimination and harassment.

### **4.02 Definition of Spouse**

For the purpose of this Agreement, "spouse" shall be designated as a person who is legally married to an employee or as a person of any gender who has lived with the employee for a period of twelve (12) months in a common law partner relationship. It is the employee's responsibility to provide proof of said relationship if required or requested by a third party.

This definition shall apply to all Articles of this Agreement. It shall determine the definition of all other familial relationships referred to in this Agreement, including but not restricted to the definition of "child" which shall include the employee's partner's child and the definition of "in-laws" which shall include equivalent relationships flowing from the aforesaid relationships.

It is agreed that other terms used in the Article shall bear the same meaning as terms used in the *Ontario Human Rights Code*, as amended from time to time, where the terms are defined in the Code.

### **4.03 Definition of Deaf and Hard of Hearing**

Throughout the agreement, Deaf includes culturally Deaf, oral deaf, Deaf-blind and deafened individuals.

## **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS**

### **5.01 Check-Off Payments (Dues Deduction)**

Union dues will be deducted from day one from all employees within the Bargaining unit. The Employer shall deduct upon commencement of employment, any dues initiation fees or assessments levied in accordance with the Union Constitution and Local Union by-laws.

### **5.02 Deductions**

Deductions shall be made in equal payments twice monthly and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of names of employees from whose wages the deductions have been made. The list shall include the total gross wages paid to all employees on the list for the period covered by the list.

### **5.03 Dues Receipts**

The amount of union dues paid annually by each Union member shall appear on the corresponding year's income tax (T4) slips as prepared by the Employer.

## **ARTICLE 6 – NEW EMPLOYEE ORIENTATION**

### **6.01 New Employee Introduction**

The Employer agrees to inform new bargaining unit employees of the fact that a Collective Agreement is in effect. The Union will be provided with the names of all new bargaining unit employees when hired. A Union steward or representative will be given the opportunity to communicate with each new employee within regular working hours without loss of pay, for up to one hour sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership including employee and Employer responsibilities outlined in the Collective Agreement. The steward or representative shall contact the employee's manager to schedule the introduction at a mutually agreeable time that shall not impede the effective operation of the Employer.

### **6.02 Copies of Agreement**

On commencing employment, the Human Resources Department shall inform the new employees of who their Union Steward or Representative is and direct the new employee to the Company website for a copy of the Collective Agreement. Renewal Collective Agreements shall be available within two (2) months of ratification.

## **ARTICLE 7 – CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence between the Parties arising out of this Agreement, or incidental thereto, shall pass to and from the Director, Human Resources, or designate, and the Union President, unless otherwise agreed by the parties.

## **ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **8.01 Local Representation**

The Employer or any supervisory Personnel shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit that contravenes the Collective Agreement. An elected or appointed Representative of the Union shall be the spokesperson for employees in the Bargaining unit. The Union will supply the Employer with the names of its officers within 30 days of their appointment or election or within 30 days of any changes to Union representatives.

### **8.02 Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives(s) shall have access to the Employer's premises at a mutually agreed upon time to investigate and assist in the settlement of a grievance.

### **8.03 Union Bargaining Committee**

The Employer agrees to recognize a Union Bargaining Committee of not less than four (4) to a maximum of seven (7) members, for the purpose of negotiating a renewal Collective Agreement.

The Union will advise the Employer of the Union Nominees to the Committee.

The employees who are members of the Union Bargaining Committee shall be compensated by the Employer for loss of pay for hours spent in negotiations during normal daytime working hours. The Parties agree that this does not constitute any commitment that such negotiations will be conducted during working hours.

The expenses the note-takers and other access as required at collective bargaining will be shared equally by the Employer and the Union. Each party

will be responsible for paying the costs of their respective meeting room(s) and their own interpreters.

#### **8.04 Access to Information**

The Employer shall make available to the Union, on request, job descriptions, wage rates, benefit plan information and other technical information and reports, records, studies, surveys, manuals, directives or documents required for Collective Bargaining purposes that relate to positions in the Bargaining Unit, and which are not subject to any privilege.

#### **8.05 Employee Information**

The Employer will supply the Local Union Recording Secretary with a statement showing the names and addresses of employees and contact numbers on a quarterly basis (January, April, July, October). It is agreed and understood that this information will be kept confidential and will be managed in accordance with any applicable privacy or other legislation. Contact numbers will be included in this statement so long as the employee has provided that information to Human Resources.

#### **8.06 Joint Labour / Management Committee**

##### **(a) Labour / Management Committee**

The Employer recognizes that it is to the mutual benefit of both the Union and Management to establish and maintain a sound communicative and cooperative relationship. A Labour/Management Committee is hereby established where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures. The Committee shall meet quarterly unless otherwise agreed upon. The meetings shall be pre-arranged and scheduled on an annual basis, no later than January 31<sup>st</sup> of each year. An agenda will be shared at least three (3) days prior to the meeting. The Chairperson of the meetings will alternate between the Union and the Employer.

##### **(b) Scope**

The Committee will discuss areas of mutual concern including such items as work methods, operating efficiencies, and morale, and shall seek to promote understanding and positive labour relations between the Parties. However, it will not perform any of those functions which are exclusively the functions of management and/or the Union and will not in any way replace or infringe upon the grievance or negotiating procedures.

**(c) Membership**

- i) The Committee shall be composed of not more than three (3) Representatives from each of the Parties. The Union's Committee shall include the President of CUPE Local 2073 or their designate and Management's Committee shall include the Director of Human Resources or their designate. Either party may have the additional assistance of advisors as needed.
- ii) Meetings will be held during working hours by video conferencing if requested by either party.

**(d) Meeting Minutes**

Minutes shall be recorded by the Employer and **provided to the Committee** within 2 weeks of the meeting. The Union shall respond with any corrections, errors or omissions within 2 weeks of receiving the minutes. **Once finalized they will be re-distributed to the Committee.**

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.01 Recognition of Union Stewards and Grievance Procedure**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward. The Steward shall assist any employee in disciplinary meetings, in preparing and presenting an employee's grievance in accordance with the grievance procedure, and/or in fact-finding meetings where the subject matter of the meeting may lead to discipline of the employee being interviewed, unless the employee chooses not to have such representation. Such assistance shall not impede the interview or the effective operation of the Employer.

### **9.02 Union Stewards**

The Bargaining Unit is covered by ten (10) Stewards, as designated by the Union.

Should there not be a steward in the applicable location, another Union steward, a member of the Union Executive or the CUPE National Representative will be called upon by the Union to represent the employee(s). Availability may be by video-conferencing or other electronic means. Should a Union representative not be available, in emergency situations, management will not be precluded from removing an employee who is not fit for duty and will immediately notify the Union.

**9.03 Notification**

The Union shall notify the Employer, in writing, of the name of each Steward and the areas the Steward represents before the Employer shall be required to recognize the Steward.

**9.04 Grievance Committee**

The Grievance Committee shall be determined by the Union and shall include the Union President, the Stewards and/or Union Executive Officers.

**9.05 Permission to Leave Work**

The Employer recognizes the Steward's obligation to assist employees in the handling of their dispute and representation of the grievances as provided in this Article. The Union agrees that Stewards have their regular duties to perform on behalf of the Employer and they will not leave their duties without first receiving the permission of their immediate Supervisor. Such permission shall not be unreasonably denied. Such occasions shall be kept to a minimum and shall not impede the effective operation of the Employer.

**9.06 Definition of Grievance**

A grievance shall be defined as any difference or dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

**9.07 Settling Complaints and Grievances**

It is understood that an employee has no grievance until they have first given their immediate manager or designate the opportunity of addressing their complaint.

The parties are committed to ensuring that grievances proceed expeditiously. The time limits fixed in both the grievance and arbitration procedure will be enforced. In exceptional circumstances, including but not limited to, accommodating individual communication or accessibility needs, time limits may be extended by mutual written agreement of the parties.

**Complaint Step (Prior to Submitting a Grievance)**

Where an employee has a complaint which, if not resolved, could become the subject of a grievance, the employee shall verbally and/or in writing bring such complaint to the attention of their immediate manager or designate. Such complaint must be initiated within fifteen (15) working days of the incident

occurring or within fifteen (15) working days of when the employee should reasonably have been aware of the incident. The employee may request that a union steward be present to assist them. The employee must advise the manager or designate that the communication is being held at the complaint step of the grievance procedure.

The grievor's immediate manager or designate shall reply in writing to the employee within five (5) working days. If the matter has not been resolved within five (5) working days, the complaint may be taken up as a grievance and dealt with in the following manner and sequence.

### **Step 1**

The grievance shall be reduced to writing, dated and signed by the employee. Electronic signatures are acceptable. It shall identify the nature of the grievance, the Article(s) of the Collective Agreement alleged to have been violated and the redress sought. It shall be presented to the employee's immediate manager or designate within five (5) working days. For clarity, the grievance may be submitted at Step 1 no earlier than the sixth day and no later than the tenth day after the complaint was initiated.

A meeting shall be held within five (5) working days after receiving the grievance with the Union representative(s), the affected employee(s) and appropriate Employer representative(s) with the goal of finding a resolution of the issue. Within five (5) working days of the meeting, the Employer shall provide a written reply to the Union.

### **Step 2**

Failing settlement at Step 1, the Grievance Committee may submit the written grievance to the Director of Human Resources within five (5) working days of the decision at Step 1. A meeting between the Grievance Committee and the Director of Human Resources or designate shall be held within five (5) working days of submission of the grievance. It is understood that the National Representative of the Union and the grievor may be present at the meeting. The Director of Human Resources shall render a decision, in writing, within five (5) working days of such meeting.

## **9.08 Referral to Arbitration**

Failing settlement at Step 2, the grievance may be submitted to arbitration within twenty (20) working days of receipt of the decision at Step 2, in accordance with Article 10.

### **9.09 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where the Union or the Employer has a grievance, the Complaint Stage and Step 1 of this Article may be bypassed. A policy grievance may not be used where the grievance directly affects an employee and where an employee could grieve individually, recognizing in situations that affect the broader membership a policy grievance may be filed as well.

### **9.10 Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to file a grievance separately, a group grievance may be initiated in writing, identifying and signed by each employee who is grieving. Signatures provided by facsimile are acceptable. The Complaint Stage and Step 1 of this Article will be bypassed, and the grievance shall be presented to the Director of Human Resources at Step 2 of the Grievance Procedure, within twenty (20) working days of the incident occurring or when the employees should reasonably have been aware of the incident.

## **ARTICLE 10 – ARBITRATION**

**10.01** If a satisfactory settlement of the grievance is not reached, either party may refer the matter to arbitration by written notice to the other party within twenty (20) working days of the receipt of the answer in Step 2 of Article 9.07.

### **10.02**

(a) Subject to Article 10.02 b), for the purpose of the arbitration of matters in dispute arising out of this Agreement, the arbitration shall be handled by a single arbitrator who shall be chosen by the parties by agreement within ten (10) working days of the date of the receipt of the notice of arbitration, or longer by mutual agreement

(b) Should either party choose to convene a Board of Arbitration, the parties shall indicate the name of their Nominee in the notice of arbitration. The other party shall respond with the name of their Nominee within ten (10) working days. The two Nominees shall then meet to select an impartial Chairperson. The Board of Arbitration shall determine its own procedure, and the decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

**10.03** In the event that the parties fail to agree upon an Arbitrator or Chairperson, either party may request that the Minister of Labour appoint an arbitrator or chairperson pursuant to the *Labour Relations Act*.

- 10.04** Either party may refer the outstanding matter to expedited arbitration.
- 10.05** No person may be appointed as arbitrator or chairperson who has been directly involved in an attempt to settle the matter.
- 10.06** It is understood and agreed that neither the arbitrator nor chairperson shall have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the arbitrator or chairperson shall have the power to modify penalties or dispose of a grievance by any arrangement which they deem just and equitable. The decision of the Arbitrator or Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed.
- 10.07** Each party shall pay one-half of the fees and expenses of the arbitrator or chairperson, and access team assigned to the Arbitrator or Chairperson as required for the proceedings.
- 10.08** The time-limits fixed in both Article 9 (the grievance procedure) and Article 10, the arbitration procedure may be extended by agreement of the parties in writing.
- 10.09** At any stage of the grievance or arbitration procedure, the parties shall be permitted to have the assistance of any employee concerned as a witness. Any employee called to appear as a witness before an arbitrator in relation to an arbitration under this Agreement shall be granted leave with pay and without loss of seniority.

## **ARTICLE 11 – DISMISSAL, SUSPENSION AND DISCIPLINE**

### **11.01 Suspension and Dismissal Procedure**

No employee who has completed probation shall be discharged, suspended or disciplined without just cause. When an employee is to be disciplined, the employee and the Union shall be notified in advance of the purpose of the meeting and the right to have Union representation at such meeting. The employee may contact their Steward in advance of the meeting and have a reasonable amount of time to prepare. An affected employee and the Union shall be advised in writing by the Employer, within six (6) working days thereafter, of the reason for such disciplinary action.

### **11.02 Burden of Proof**

In cases of discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the dismissal and discipline notice to the employee.

**11.03 Dismissal Grievances**

A dismissal grievance shall proceed to Step 2 of the grievance procedure in Article 9.

**11.04 Unjust Suspension or Dismissal**

Unless an agreement of the Parties or an award of an Arbitrator provides otherwise, an employee who has been unjustly suspended or dismissed shall be immediately reinstated in the employee's former position without loss of seniority. Further, unless the award provides otherwise, the employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period immediately prior to such dismissal or suspension, subject to any changes in compensation that would have occurred during the period of suspension or dismissal.

**11.05 Access to Personnel Records**

Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine their personnel file in the presence of an employee in the Human Resources Department.

**11.06 Disciplinary Record**

Any disciplinary record shall be removed from an employee's personal file after eighteen (18) months from the date of the offence, provided that there has been no further discipline in that period, in which event the time for the application of this Section shall be counted from the date of the succeeding discipline.

**ARTICLE 12 – STRIKE AND LOCKOUT**

**12.01** There shall be no strike or lockout, as long as this Agreement remains in effect.

**12.02** An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour dispute at CHS or elsewhere. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action; for clarity; employees who choose to not cross a picket line may go without pay if there is no work available for which they are qualified.

**ARTICLE 13 – SENIORITY****13.01 Seniority Defined**

Seniority is defined as the length of service with the Employer.

Seniority will continue to accrue during an approved leave of absence without pay for a period up to 12 months. Seniority shall operate on a bargaining-unit-wide basis unless provided otherwise in this Agreement.

Any seniority accrued by temporary and contract employees during consecutive periods of employment shall be included in the calculation of seniority provided that there has not been a break in service with the Employer that exceeds three (3) months.

Seniority shall be used in determining preference for promotions, transfers, demotions, layoffs, permanent reduction of the work force and recall, such that where an employee's qualifications, ability and experience are approximately equal, seniority shall serve as the determining factor.

### 13.02

#### (a) Seniority List

The Employer shall maintain a seniority list showing the date of hire upon which each employee's service commenced as well as any adjustment to their seniority in accordance with the Collective Agreement. An up-to-date seniority list shall be sent to the Union in January, April, July, and October of each year.

#### (b) Calculation of Seniority

When two or more employees commence work on the same day, their seniority shall be determined by lottery.

### 13.03 Probation of Newly Hired Employees

A newly hired employee shall be on probation for a period of six (6) months or **130 days worked, whichever provides for the greater number of days worked from the date of hiring.** During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except for the right to grieve a termination unless the employee has been discharged and claims that human rights or other legislation has been violated.

Employees do not accrue seniority during their probationary period. After completion of the probationary period, the employee shall be placed on the seniority list and seniority shall be effective from the original **last date of hire.** The period of probation may be extended with the consent of the Union Executive. It is understood that an employee shall not be required to serve additional probationary periods during a period of continuous employment.

Temporary and contract employees shall serve probationary periods during the first six (6) months of any term of employment unless the employment is in a

position for which the employee has previously served a full probationary period.

#### **13.04 Loss of Seniority**

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer, except as provided below.

An employee shall lose seniority and their employment shall cease upon the occurrence of any one of the following:

1. is dismissed for just cause and is not reinstated;
2. resigns, in writing and does not withdraw the resignation within two (2) working days;
3. is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless providing notice was not possible;
4. fails to return to work within ten (10) working days of being sent a notice of recall by registered mail to the employee's last recorded address with the Employer, or such other process mutually agreed to in writing by the Employer and the Union, unless failure to do so is due to sickness or other reasonable grounds. It shall be the responsibility of the employee to keep the Employer informed of the employee's current mailing address;
5. is absent from work for a period of twenty-four (24) months due to illness or injury and is unable to return to their position, or to an available position for which they are qualified through the job posting process, or to a modified work opportunity.
6. is laid off for a period of twenty-four months;
7. is laid off and accepts severance of employment pursuant to Article 15;
8. fails to return to work at the end of an authorized leave of absence unless notice of inability to return was provided to the Employer for a reason satisfactory to the Employer or notice was not possible; or
9. utilizes an authorized leave of absence for purposes other than that for which the leave was granted.

## **ARTICLE 14 – JOB POSTING, PROMOTIONS AND STAFF CHANGES**

### **14.01 Promotions and Staff Changes**

When a new position is created, or when a vacancy occurs within the Bargaining Unit that the Employer requires to be filled, the Employer shall post the position on the Employer's website with an electronic copy to the Union. The posting will remain on the Employer website for seven (7) working days. Internal applications accepted during the posting period will be considered prior to those of external applicants. Should any position occupied by a temporary or contract employee be re-posted, the incumbent will be notified.

Where a permanent employee is transferred to a temporary position, at the conclusion of the temporary position, the permanent employee will be returned to their original position if it still exists. If it no longer exists, the employee will be assigned to a comparable vacant position. If no such comparable position exists, a layoff will be implemented.

### **14.02 Temporary Vacancies**

- (a) Where the Employer has less than four (4) weeks' notice of a temporary vacancy in the bargaining unit, which is expected to be six (6) months duration or less, no job posting is required.
- (b) When temporary duties that require travel to other locations are added on a short-term basis to a department, these duties will be assigned on a voluntary basis within the department. Should no employee volunteer for the additional temporary duties, the work will be assigned to the most junior qualified employee in the department in the region or vicinity of the location affected who can be spared. Mileage in excess of the assigned employee's normal travel to and from their home office will be reimbursed as per Article 28.04.

### **14.03 Information in Postings**

A job posting notice shall contain the following information: title of the position, the required qualifications, knowledge, education and skills, the hours of work, and the wage or salary range.

The qualifications for the position may not be established in an arbitrary manner. All job postings shall state:

Canadian Hearing Services is an equal opportunity Employer and supports an affirmative action hiring process for Deaf and hard of hearing applicants.

#### **14.04 Role of Seniority in Promotions and Transfers**

- (a) Both Parties recognize:
  - i) the principle of promotion within the service of the Employer;
  - ii) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made in accordance with Article 13.01.

- (b) Notwithstanding Article 14.04 (a), where two or more bargaining unit member applicants for a posted position meet, and are approximately equal in the prescribed qualifications, ability and experience for a position, preference will be given to the internal applicant who is Deaf or hard of hearing provided their seniority is comparable to the other candidate(s).
- (c) Any disputes regarding a selection made pursuant to (b) above shall be taken up at Step 2 of the grievance procedure.

#### **14.05 Notification to Employee and Union**

Within ten (10) working days of the date of successful appointment to a vacant position, unsuccessful applicants will be notified of the outcome. The Union shall be notified of all appointments, hirings (permanent, temporary, contract), layoffs, transfers, recalls and terminations of employment related to Bargaining Unit members.

Upon notification to the successful applicant, the appointment will take place within thirty (30) days unless there is an agreement between the employee and the Employer.

#### **14.06 Provisions for Injury or Illness**

An employee unable, through injury or illness, to perform their normal duties shall be provided with alternate suitable work if available, in accordance with the *Ontario Human Rights Code*, *Workplace Safety and Insurance Act*, and/or any other applicable legislation or statute.

#### **14.07 Probationary Employees**

During the probationary period, an employee may apply for internal job postings but will be considered on the same basis as an external applicant. Employees

who have completed their probationary period are eligible to apply for any internal job positions as internal applicants as per Article 14.01.

#### **14.08 Internal Promotion and Transfers**

- (a) Employees who have assumed responsibilities for new positions as a result of promotions and/or transfers may not apply for other positions until after **three (3) months** from the date of the promotion/transfer. However, this provision will not apply if the employee is applying to a position in a higher paygrade.
- (b) Where a permanent employee has been selected as the successful applicant for a temporary or contract position, they may not apply for other positions for the duration of the temporary or contract position. When they return to their permanent position, they may not apply for other positions until after six (6) months **from** the date they return to their former position. However, this provision will not apply if the employee is applying to a permanent position in a higher classification
- (c) The successful internal applicant shall be on trial for a period of five (5) weeks. In the event the successful applicant is unable to perform the duties of the new classification, in management's assessment, they shall be returned to their former position and wage rate and without loss of seniority. Within the trial period above, an employee who wishes to return to their former position may do so by providing no less than one week notice to their Supervisor or Manager.

During the trial period, management may fill the successful applicant's former position temporarily for the duration of the trial period, at its discretion. Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate if one exists without loss of seniority.

#### **14.09 Interviews for internal Applicants**

Arrangements will be made to interview those internal applicants selected for an interview during work time either in person or by video conference.

#### **14.10 Internal Application List**

When a temporary or contract employee who has completed their probationary period is terminated at the conclusion of their temporary assignment or contract, they will be placed on an "internal applicant list". Being on this list gives them the right to apply to job postings and to be considered on the same basis as internal applicants. For this purpose only, they shall be deemed to have the amount of seniority which they had at the time of their termination.

They will remain on the list for a length of time equal to their temporary or contract employment or for one year, whichever is less.

## **ARTICLE 15 – LAYOFFS AND RECALLS**

### **15.01 Definition of Layoff**

- (a) A permanent layoff is defined as:
  - (i) a permanent reduction in the workforce through the elimination of a position; or
  - (ii) a reduction in an employee's regular hours of work forty percent (40%) or greater, where such reduction is expected to be of a permanent nature.
- (b) **A temporary layoff is defined as:**
  - (i) a temporary reduction in the workforce of three months or less or such longer period agreed to by the parties; or
  - (ii) a temporary reduction in an employee's regular hours of work of forty per cent (40%) or greater, of three months or less or such longer period agreed to by the parties; or
  - (iii) a short-term closure of all or part of the Employer's business of three months or less or such longer period agreed to by the parties.
- (c) When the Employer reduces the employee's hours of work and it does not constitute a layoff, then, for the twenty-four (24) months following, any reinstatement of the hours to the impacted position will be offered to this employee first.
- (d) Temporary employment contracts shall not be utilized to fulfill the work of any permanent position, or eliminated permanent position, when an employee who held such position is on layoff.

Clarity note: This provision relates to temporary employment and not to contracting out.

### **15.02 Role of Seniority in Layoffs**

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the

reverse order of their bargaining-unit-wide seniority, if the remaining employees are skilled and qualified to do the work.

Notwithstanding the above, when the Employer identifies the need for a reduction or elimination of a specific position in a specific classification, the Employer will identify the employee(s) with the least bargaining unit seniority within the affected position in the affected region or office to be laid off based on their seniority in effect as of that date. Such employee(s) may exercise their rights to bump in accordance with Article 15.05.

When an employee chooses not to exercise their bumping rights under Article 15.05 the employee shall be laid off and be entitled to their recall rights under Article 15.06, or the employee may elect to forego their bumping and recall rights and receive notice and severance pay, if any, in accordance with Article 15.08.

In the event of a layoff and/or in a recall situation, Deaf and hard of hearing employees shall receive job-related training and required accommodation in order to broaden their employment opportunities in the bargaining unit. It is understood that training shall be for potential employment opportunities in similar positions within the employee's same or lower pay grade. It is also understood that the kind of training, cost and duration must be mutually agreed upon between the Employer and the Union prior to the commencement of such training.

### **15.03 Advance Notice of Layoff**

Unless legislation regarding notice of layoff is more favourable to the employees, the Employer shall give employees who are to be laid off, and the Union, as much advance notice of layoff as possible, and in no case less than one week.

The Employer shall give employees permanently laid off no less than six (6) weeks' notice of layoff if they have been employed for three (3) years or longer and no less than four (4) weeks if they have been employed for less than three (3) years, at the time of permanent layoff. During the period of notice, such employees shall be granted reasonable time off, with pay, to seek other employment and the Employer shall make all reasonable efforts to place the employees in other positions within the Bargaining Unit. If the employee does not have the opportunity to work the minimum notice as provided in this Article, the employee shall be paid for any time for which work was not made available.

Any advance notice of layoff provided in this Article shall be included in, and not in addition to, the employee's entitlement to notice of layoff pursuant to the *Employment Standards Act, 2000, as amended* ("ESA") if the affected employee elects to forego recall rights.

Further, if recall occurs prior to the end of the above notice period, whether the employee has worked the notice period or is paid, the employee is not entitled to double payment.

#### **15.04 Measures to Cushion Layoffs**

In the event of proposed layoffs, the Employer and the Union will have the opportunity to discuss the impact of the layoffs and to discuss possible alternatives including possible reassignment to an available position in the bargaining unit, subject to the employee's agreement. Any reassignment will require that the affected employee have the skills, ability and qualifications to perform the available work without training, but with customary orientation for the job in question. Where employees seeking reassignment have equal skills, ability, qualifications and experience to perform the available work, the work will be assigned in order of bargaining unit seniority. Should these discussions occur prior to the issuance of layoff notices, the discussions shall remain confidential in order to limit potential harm to employees who may or may not be so affected.

#### **15.05 Bumping Rights Applicable to Permanent Layoff**

An employee permanently laid off in one pay grade will be given the opportunity of displacing an employee with less seniority, in the same or lower pay grade, provided the senior employee possesses the skills and qualifications to perform the job without training, but with customary orientation for the job in question, and provided the position of the displaced employee is of equal or fewer hours as the position of lay-off.

Prior to lay-off, the Employer will identify the position(s) for which the affected employee has the skills and qualifications in accordance with the above paragraph. Should the employee be aware of additional position(s) for which they believe they have the skills and qualifications, the employee will identify these position(s) to the Employer. Any dispute over whether the employee has the skills and qualifications for the position in question may be filed at Step 2 of the grievance procedure.

The employee must notify their immediate Supervisor within ten (10) working days of receipt of notice of layoff of their intent to bump into another position and must identify which position they wish to bump into from the list of positions described above. The employee will be transferred into the identified position without the need to interview or serve an additional probationary period.

Employees who bump laterally or to a lower-level job will be paid at a rate in the new position which is closest to their current rate of pay received prior to the actual date of layoff.

An employee who bumps into a job at a lower pay grade will not receive a salary which is higher than the maximum range for that pay grade.

Employees who bump into a lower-level position under this Article shall have the right to reinstatement to their former position if such position becomes available within twenty-four (24) months of notice of layoff.

The employees shall be reinstated at the wage grid step they would have attained in their former position had they not been required to bump to retain their employment.

A full-time employee who has taken a part-time position as opposed to a layoff, shall be re-instated in accordance with Article 15.06 to that full-time position prior to the Employer hiring any other employee (Contract, Temporary, Casual employees) to fill such full-time position.

#### **15.06 Recall Procedure Applicable to Permanent Layoff**

Employees shall be recalled in the order of their seniority, provided they are qualified to do the available work. Recall shall be defined as the opportunity to work in a position with a pay grade which is similar to or lower than the pay grade from which the employee was laid off. An employee may refuse a recall if the position to which they are being recalled is more than two pay grades below the level at which they were employed prior to lay off. Such a refusal shall not affect the employee's recall rights, nor shall it result in a loss of seniority and deemed termination under Article 13.04.

An employee may request to be recalled to a position in another office from which they were laid off at the employee's expense.

#### **15.07 No New Employees**

No new employee shall be hired until those laid off have been given an opportunity of recall, unless laid off employees are unable, due to skills and qualifications, to perform the required work.

#### **15.08 Severance of Employment**

- (a) In addition to receiving notice of layoff or pay in lieu thereof in accordance with Article 15.03, a permanently laid off employee who, at the time of layoff, elects to sever their employment, shall receive severance pay in accordance with the *Employment Standards Act*, consistent with their length of service. If an employee elects to be paid their severance pay in accordance with the Act, the employee shall be deemed to have abandoned the right to recall and will be considered

terminated. The Employer will inform the employee of this condition at the time of layoff.

- (b) If an employee elects to remain on the recall list, and qualifies for severance pay, then their severance pay will be held in trust for up to 24 months. In the event that the employee is not recalled or is off the recall list, according to 15.06 Recall Procedure, or their employment ceases, within the 24-month period, their severance pay will be paid out along with any remaining pay in lieu of statutory notice, if any.

#### **15.09 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

#### **15.10 Continuation of Benefits**

For up to three (3) months following the employee's date of lay off, the Employer shall pay the full premium costs for all employee Benefits Plans, excluding Long-term and Short-term Disability, subject to the applicable provisions of the ESA.

#### **15.11 FORCE MAJEURE**

Force Majeure is defined as an event of such significant scale or nature, including a pandemic or other public health emergency, the outbreak of war on Canadian territory, a terrorist attack, fire, flood, or other catastrophic weather event, or other disastrous circumstance beyond the Employer's control, which significantly impacts the ability of the Employer to operate, and impacts an employee's ability to work for a duration of longer than a week. For clarity, Force Majeure does not include brief power outages, the impact of the price of goods, services, supplies or physical assets, a downturn in the economy, or the financial state, or the relative profitability or unprofitability, of the Employer's current operations.

In the event the Employer curtails its operations, and/or reduces staff or their hours of work by 40 per cent or greater, as a result of a Force Majeure event, this will not constitute a layoff and the remainder of Article 15 shall not apply. The Employer and the Union will meet to discuss possible measures to cushion the impact of such Force Majeure on affected employees.

## **ARTICLE 16 – HOURS OF WORK**

### **16.01**

#### **(a) Hours of Work**

The following paragraph and sections are intended to define the normal hours of work and should not be construed as a guarantee of hours of work per day or per week or days of work per week.

- i) The standard is thirty-five (35) hour work week in five (5) seven (7) hour periods, which shall be worked Monday through Friday between the hours of 8:00 a.m. and 9:00 p.m. and Saturday between the hours of 9:00 a.m. and 5:00 p.m. However, this may be altered by agreement between the Employer and the Union.
- ii) No seven (7) hour shift shall be spread over a period longer than eight (8) hours inclusive of one (1) hour off for lunch, and a fifteen (15) minute rest period in each half of the shift.
- iii) At the request of the employee and with the agreement of the immediate Supervisor, the lunch break may be adjusted if such adjustment, in the opinion of the Supervisor, would in no way interfere with the employee's ability to perform the job function and does not contravene the *Employment Standards Act*.

#### **(b) Changes to Hours of Work**

Should the Employer need to change the hours of work of an individual employee on a consistent, on-going basis, the Employer will provide the employee with at least four (4) weeks' notice. This period of time may be shortened by mutual consent of the employee and their supervisor. This right shall not be exercised in an arbitrary or discriminatory manner.

### **16.02 Flexible Hours**

The Parties agree that flexible arrangements (of no less than four (4) weeks) regarding hours of work may be agreed to by the Employer upon request by the employee. Such arrangements must not adversely affect the operational requirements and/or service delivery and may be cancelled by either party with appropriate notice of no less than two (2) weeks.

This article does not apply to normal scheduling requirements referred to in Article 16.01.

**16.03****(a) Travel Time: Regular Work Duties**

Where an employee travels on Employer business related to the performance of their regular duties outside their regular working hours, such time, excluding the time the employee would normally spend commuting to or from work, will be considered time worked and, where applicable, will be compensated in accordance with Article 17.01 and Article 17.02. Such travel time shall be pre-arranged between the employee and their manager, except in cases of emergency.

**(b) Travel for Training and Professional Development**

Employees will be required to travel outside their regular working hours to attend training, professional development and/or retreats.

Travel distance will be calculated between the employee's primary office or home, whichever is closer to the location of training. Where the travel distance (one way) is greater than 100 km, the employee will be compensated for travel time, excluding the time the employee would normally spend commuting to or from work, at their straight time hourly rate to be taken as lieu time. Such lieu time is to be taken at a time mutually agreed upon between the employee and their manager generally within ninety (90) days of accrual. Travel to training must be pre-approved by the employee's manager.

**ARTICLE 17 – OVERTIME****17.01 Overtime Defined****(a) All time worked**

1. before or after the regular work day as defined in Article 16.01 (a) and (b);
2. before or after the regular work week as defined in Article 16.01 (a) and (b); or
3. on a holiday as defined in Article 18.01; shall be considered overtime.

There shall be no pyramiding of overtime hours (i.e., no counting of hours twice using the definitions in paragraphs 1 and 2 above). Further, there shall be no pyramiding when an employee works hours on a holiday which would also meet the definitions of overtime in paragraphs 1 or 2 above.

- (b) Overtime work shall require prior approval of the employee's manager.
- (c) In emergencies, where it is not possible for the employee to obtain prior approval for overtime, the employee is to notify the manager of the overtime hours worked at the earliest possible opportunity.

#### **17.02 Compensation for Work Before and After Daily Scheduled Hours**

Overtime work, as defined in Article 17.01, shall be compensated as follows:

- (a) All staff shall be compensated at straight time up to forty (40) hours worked in any one (1) week. Hours in excess of forty (40) hours of work in any one (1) week shall be compensated at the rate of time and one half (1½).
- (b) Compensation for overtime should be taken time off in lieu of payment. It will be scheduled by mutual agreement as close to the week earned as possible, and within three (3) months from the day it was earned. If, however, the employee is unable to schedule paid time off in lieu of payment during this three (3) month period, overtime shall be paid in accordance with Article 17.02 (a).
- (c) At the employee's choice, the employee may be paid for the overtime worked in accordance with Article 17.02 (a) above instead of taking paid time off.

#### **17.03 Call In/Call Back**

An employee called back to work on an emergency basis by the Employer after having completed a regular shift and prior to the commencement of their next regular shift as defined by Article 16.01, shall receive a minimum of four (4) hours work or four (4) hours pay at the rate of time and one-half (1.5) of their regular earnings.

#### **17.04 Payment for or Supply of Meals**

##### **Meal Allowance**

An employee required to work two (2) hours or more of overtime (in excess of the standard daily full-time hours of work) shall be reimbursed for a meal up to **twenty dollars (\$20.00)**, upon submission of appropriate receipts from the employee.

**Out of town Meal Allowance**

In the event an employee is required to stay out of town overnight for work related appointments, events, meetings or conferences required by the Employer, the employee will be reimbursed (upon submission of appropriate receipts) up to **fifty dollars (\$50.00)** in total for those meals not provided in the cost of the hotel stay, event or conference registration. Expenses for alcohol will not be reimbursed.

**17.05 Overtime during Layoffs**

There shall be no scheduled overtime of 21 hours a week or more in an office in any operation while there are available employees in the same office, on layoff, qualified to perform the work, provided such employees are unemployed and are willing to perform the work.

**17.06 No Reduction in Regular Working Hours**

No employee shall have their regular hours reduced unilaterally or arbitrarily in any week merely for the reason that they have worked overtime.

**ARTICLE 18 – HOLIDAYS**

**18.01 Holidays**

(a) The Employer agrees to pay at the regular rate of pay the following paid holidays to all employees normally scheduled to work on the day the holiday is held.

- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Float Holiday    |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |

and any other statutory paid holiday which is legislated to apply to CHS employees, provided that any additional statutory paid holiday will be substituted in for any of the above paid holidays that are not required by law, so that the maximum number of paid holidays under this Article shall be the greater of 12 days or the number of named statutory paid holidays legislated to apply to CHS employees.

The Float Holiday is to be taken at any time by mutual agreement between the employee and Employer.

Clarity Note: Paid holidays are to be capped at 12 days inclusive of any legislated paid holiday or any holiday awarded by arbitration.

- (b) The Employer recognizes the right of persons wishing to take non-statutory holidays to celebrate religious or cultural holidays. Employees who take non-statutory holidays for religious or cultural purposes may use accrued vacation, personal leave days, unpaid day(s) or lieu time, provided reasonable notice has been given of the employee's intent to observe a non-statutory holiday.

#### **18.02 Compensation for Holidays Falling on Saturday or Sunday**

When any of the above noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

#### **18.03 Pay for Regularly Scheduled Work on a Holiday**

An employee who works, at the request of the Employer, on a Paid Holiday, will be paid at the rate of one and one-half (1.5) times their regular rate of pay for the time worked and shall receive another day off with pay, in lieu of holiday pay, at a time designated by mutual agreement.

A Part-Time employee who works, at the request of the Employer, on a Paid Holiday will be paid at the rate of one and one-half (1.5) times their regular rate of pay for the time worked. In addition, the employee will receive holiday pay for such day calculated pursuant to the current provisions of the *Employment Standards Act*. Such holiday pay shall be banked. The employee shall take a substitute paid day off for any statutory holiday for which they are eligible. Pay for the day off shall be deducted from the employee's paid holiday bank. Such substitute day off shall be taken as close to the holiday as can be mutually agreed to.

#### **18.04 Compensation for Holidays Falling on Scheduled Day Off**

When any of the above-noted holidays fall on a full-time employee's schedule day off the employee shall receive another day off with pay at a time reached by mutual agreement.

**For Part-Time Employees, the following applies:**

- i) A part-time employee scheduled to work on the Paid Holiday shall be entitled to holiday pay for the paid holiday calculated in accordance with the provisions in the *Employment Standards Act*, as amended from time to time. Such holiday pay shall be banked.

- ii) A part-time employee not scheduled to work on the Paid Holiday shall be entitled to holiday pay for the paid holiday calculated in accordance with the provisions in the *Employment Standards Act*, as amended from time to time. Such holiday pay shall be banked.

The employee shall take a substitute paid day off for any statutory holiday for which they are eligible. Pay for the day off shall be deducted from the employee’s paid holiday bank. Such substitute day off shall be taken as close to the holiday as can be mutually agreed to.

**ARTICLE 19 – VACATIONS**

**19.01**

**(a) Vacation Year**

For the purposes of this Agreement the employee’s vacation entitlement and pay shall be based on a vacation year that runs from April 1 to March 31.

**(b) Vacation Entitlement**

A full-time employee shall be allotted vacation in advance of it being earned based on their complete years of service as of April 1 of each year, in accordance with the following:

<b>Service as of April 1</b>	<b>Length of Vacation</b>
Up to 5 completed years of service	3 weeks (based on 1.25 days earned for each completed month of service)
6 <sup>th</sup> year to 10 completed years of service	4 weeks (based on 1.67 days earned for each completed month of service)
11 <sup>th</sup> year to <b>20 completed years</b> of service	5 weeks (based on 2.08 days earned for each completed month of service)
<b>21<sup>st</sup> year of service or more</b>	<b>6 weeks (based on 2.5 days earned for each completed month of service)</b>

**Effective April 1, 2025, the employee’s annual vacation entitlement described above will be allotted on April 1st of each year.**

New employees will be allotted vacation days on a pro-rata basis for the period from their start date to March 31, the end of the current vacation year. As of April 1, of the new vacation year, they will receive full vacation allotment described above.

Part-time employees will be allotted vacation time based on the full-time equivalent (FTE) percentage of time worked.

If an employee's service anniversary date results in an allotment increase during the vacation year, the allotment rate will be adjusted in the month following the employee's service anniversary date on a pro-rata basis, based on the monthly rate set out above.

**(c) Vacation Carry Over**

Employees must take their full vacation entitlement within each vacation year (April 1 through March 31), with the exception that full-time employees may carry over up to five (5) vacation days to be used in the following vacation year. Part-time employees may carry over up to their full-time equivalent (FTE) of five (5) days to be used in the following vacation year.

The Employer may, after consultation with the employee, schedule vacation days in the current vacation year to ensure that the carry-over of accrued vacation days is not greater than five (5) days.

**19.02 Vacation Pay**

Vacation pay for each week of vacation, including any carry over week, shall be at the employee's current rate of pay.

Part-time employees will receive vacation pay based on their full-time equivalent (FTE) percentage. In no case will a part-time employee be entitled to vacation pay that exceeds their FTE percentage at their current rate of pay multiplied by the number of accrued vacation days.

**19.03 Preferences in Vacation Requests**

Subject to Article 19.04, vacation requests will be considered as follows:

- (a) Vacation requests for the coming vacation year (April 1 to March 31) shall be submitted in writing by March 1<sup>st</sup> of the current year.
- (b) Vacation requests submitted by March 1<sup>st</sup> shall be decided in accordance with seniority.

- (c) All vacation requests require the approval of the employee's Manager except as provided in Article 19.06.
- (d) The employee's Manager will consider the vacation requests and respond in writing by March 15<sup>th</sup>.
- (e) Employees not submitting vacation requests by March 1<sup>st</sup> in the current year for vacation in the coming year lose the right to preference in vacation consideration based on seniority. Vacation requests received after March 1<sup>st</sup> of the current year for the coming vacation year must be taken at a time mutually agreed by the Manager and the employee subject to Article 19.01 (c). Vacation requests made after March 1<sup>st</sup> should be submitted sufficiently in advance to allow Management to give consideration to same, subject to Articles 19.03 and 19.04.

#### **19.04 Consecutive Vacation Time Off**

- (a) Employees may take a maximum of three (3) consecutive weeks of time off at any one time, subject to operational considerations and business interests of the Employer. This provision is not to be construed as a guarantee of three (3) consecutive weeks of time off upon request.
- (b) In exceptional circumstances, the Employer may grant an employee's time off request of greater than three (3) consecutive weeks. The award of such request will be subject to operational considerations and business interests of the Employer. An employee seeking to schedule a period of time off in excess of three (3) consecutive weeks must provide such request to their manager sufficiently in advance to allow the Employer to make its determination. Such requests will require approval by the Manager's manager.

#### **19.05 Compensation for Paid Holidays Falling Within Scheduled Vacation**

If a Paid Holiday falls, or is observed, during an employee's vacation period, the employee shall be granted an additional vacation day with pay at a time designated by mutual agreement.

#### **19.06 Bereavement During Vacation**

When an employee experiences a bereavement during a vacation period, there shall be no deduction from vacation credits for the allotted Bereavement Leave. The affected vacation days will be rescheduled by mutual agreement.

**19.07 Work During Vacation Period**

No employee will be required to work during their vacation, and no employee shall be permitted to work during their vacation period unless requested to work by the employee's Manager or designate. If the employee accepts the Manager's or designate's request to work during their vacation period, the employee will be paid at the rate of one and one-half (1.5) times their regular rate of pay for the time worked (and in no case for less than three hours per day) and shall receive another paid vacation day for each day on which the employee worked pursuant to the request by their Manager.

**19.08 Vacation Pay on Termination of Employment including retirement**

- (a) An employee terminating employment at any time during the Vacation Year shall reimburse the Employer for any paid vacation taken in advance of it being earned.
- (b) An employee terminating employment at any time during the Vacation Year who has a balance of earned unused vacation as of the date of termination will be paid for same at their current rate of pay.

**ARTICLE 20 – SICK LEAVE PROVISIONS****20.01 Sick Leave**

The sick leave provisions in this Article are contained in two (2) parts. Part A describes sick days paid by the Employer. Part B describes the Short-Term Disability (STD) Plan and the Long-Term Disability (LTD) Plan provided by a third-party carrier.

**Part A (Employer Paid Sick Days)****20.02 Sick Days Defined**

A sick day means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or exposed to a contagious disease, or under examination or treatment. For the purpose of attending medical examinations, time used from a sick day shall be in increments of one (1) hour.

**20.03 Annual Paid Sick Days**

All full-time employees will be entitled to nine (9) sick days (**equivalent to 63 hours**) per annum paid at 100%. These days will be allotted effective April 1 of each year.

Part-time employees shall have these sick days pro-rated to reflect their regularly scheduled hours of work.

Effective upon date of hire, new employees will be allotted a pro-rated number of sick days (**hours**) for their first year of employment based on their date of hire.

**Employees who experience extended leave of 30 consecutive calendar days or more during the fiscal year, April 1 through March 31, will have their sick leave allotment for the fiscal year reduced on a pro-rata basis to reflect the number of incomplete or inactive months of service in the fiscal year at the rate of: allotted sick hours divided by 12 for each incomplete or inactive month of service.**

#### **20.04 Carryover of Annual Paid Sick Days**

An employee may hold sick days in reserve to a maximum of thirty (30) days to be used for the purpose of topping up STD benefits to one hundred percent (100%) of their current weekly earnings. Employees may use a maximum of nine (9) of their reserve days to cover the STD qualifying period identified in Article 20.10, provided that they first utilize their available sick days. Payment for reserve days for the STD qualifying period will only be made if employees qualify for and receive STD benefits. Unused sick days as of March 31<sup>st</sup> shall be transferred to the sick reserve to a maximum of 30 days in the reserve.

The employee's sick leave reserve shall be comprised of the following:

- i) Unused sick days carried over from previous years; and/or
- ii) Unused sick days from the employee's sick bank which the employee elected to hold in reserve instead of being paid out for such days pursuant to the Memorandum of Settlement between CHS and the Union dated May 7, 2017.

In no case shall the employee's sick leave days exceed thirty (30) days at any time.

The employee's sick day balance is available in the Employer's online attendance management system.

These reserve days have no value other than as specified in this Article and will not be paid out in cash at any time.

**20.05 Illness in the Family**

Where no one other than the employee can provide for the need during illness of an immediate member of the employee's family (as defined in Article 21.04) the employee shall be entitled after notifying the employee's supervisor to use a maximum of five (5) sick leave days per illness for this purpose.

**20.06 Proof of Illness**

Subject to any restriction prescribed by the *Employment Standards Act*, an employee may be required to produce a medical certificate from a qualified health practitioner after three (3) consecutive sick days certifying that the employee **is/was** unable to carry out the employee's duties due to illness or injury.

The parties agree that there shall be no change to the current practice regarding payment for proof of illness when the Employer requests proof of illness.

An employee may be required to provide a Functional Abilities Form certifying that the employee is able to return to their regular duties or outlining any restrictions that require modified duties. The Employer will reimburse the employee for the cost of such report.

Qualified health practitioner is as defined in the *Employment Standards Act*.

**Part B (STD and LTD)****20.07 The Premiums for a Short-Term Disability (STD) Plan**

The Employer shall pay 100% of the cost of the premiums for a Short-Term Disability (STD) plan.

**20.08 STD Plan Changes**

The Employer may change the STD plan and/or carrier provided that the new benefits plan is equivalent to or better than the Sun Life Policy. In the event that the Employer changes the plan or carrier, the Union shall be provided sixty (60) days' notice and the details of the new plan. Prior to any change, each employee shall be provided with a description of the new plan.

**20.09 STD Benefits - Terms and Conditions**

Unless otherwise specified, claims for STD benefits are subject to the terms and conditions established by the carrier in the applicable STD plan. Any

dispute with regard to qualifications for or entitlements to STD benefits shall be between the employee and the carrier.

The Employer agrees to support the employee in their claim applications for STD through Human Resources.

The Employer shall arrange to familiarize new employees with the STD plan application and STD appeal process as part of the new employee orientation process.

The Employer agrees that any terms, conditions and administration of the STD plan shall be in accordance with the *Ontario Human Rights Code, Accessibility for Ontarians with Disabilities Act* and applicable privacy laws.

#### **20.10 STD Benefit Amount**

Employees shall receive 75% of their current weekly earnings to a maximum of \$1500.00 per week (gross) paid by the carrier. The duration of STD benefits available to an employee, subject to the terms of the plan, shall be up to a maximum of 15 weeks.

#### **20.11 STD Qualifying Period**

STD benefits shall begin on the first (1<sup>st</sup>) day of a non-work-related circumstance requiring hospitalization or non-work-related injury; or on the eighth (8<sup>th</sup>) consecutive calendar day of non-work-related illness, providing the employee meets the terms for entitlement specified in the plan.

Employees shall have the option to bridge payment for the qualifying days prior to STD by using any of the following once their annual sick day allotment identified in Article 20.02 is exhausted:

- (a) Personal days
- (b) Float holiday pursuant to Article 18.01 (in which case the Float holiday will not be taken during the Holiday closure)
- (c) A maximum of nine (9) Reserve days
- (d) Paid Vacation days pursuant to Article 19.

#### **20.12 Eligibility for STD**

Temporary and contract employees who have uninterrupted accumulated service of one year or more and who work twenty-one (21) hours per week or more on a regular basis are eligible for STD benefits coverage. Those

temporary and contract employees who do not meet this criterion shall not be eligible for STD benefits coverage.

### **20.13 Long-Term Disability (LTD)**

The employee may qualify for LTD after one hundred and five (105) calendar days subject to the approval of the carrier.

### **20.14 Proof of Illness**

Where the carrier requires that an employee provide a report from a medical practitioner to support either a claim or appeal for STD, the Employer will reimburse the employee for the cost of such report, up to a maximum of \$50.00 per year.

### **20.15 Pension**

Optional contributions for the MSPP to cover periods of STD shall be made subject to MSPP regulations, and the Employer agrees to match the employee's contributions, but shall be limited to 4% of the employee's STD benefits plus top up to 100%.

### **20.16 Access to Information**

The Employer shall provide a copy of any Group Benefits Sponsor Statement (or equivalent) to the affected member and the Union, subject to the employee signing a release to this effect.

## **ARTICLE 21 – LEAVE OF ABSENCE**

### **21.01 Leave of Absence for Union Functions**

- (a) Upon request to the Employer, a leave of absence without pay may be granted to employees elected or appointed to represent the Union at conferences, conventions, CUPE Executive and Committee meetings or for Union-related training.
- (b) An employee elected or appointed as President or Acting President of CUPE Local 2073 shall be allowed up to two (2) days leave of absence with pay each month to carry out business between the Employer and the Local.
- (c) Under (b) above, unless the employee agrees to pay both the Employer and the employee portion for continued health and welfare benefit coverage, benefits will not be provided. If the employee agrees to pay 100% of the premiums, health and welfare benefit coverage will be

continued in accordance with the contract of insurance between the Employer and the insurance carrier. Under no circumstances will short-term disability (STD) or long-term disability (LTD) benefits coverage be provided during the leave.

- (d) The Union shall provide reasonable notice of such leaves and such leaves shall not be unreasonably denied. It is understood that such leaves shall not impede the effective operation of the Employer.

## **21.02 Leave of Absence for Full-Time Public Duties**

- (a) The Employer recognizes the right of an employee to participate in Public Affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of benefits for a period of two (2) months so that the employee may be a candidate in Federal, Provincial or Municipal Elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without pay during the employee's term of office but shall not accumulate further seniority during such leave of absence, beyond six (6) months pursuant to Article 13.01 of this Agreement.
- (c) Under (b) above, unless the employee agrees to pay both the Employer and the employee portion for continued health and welfare benefit coverage, benefits will not be provided. If the employee agrees to pay 100% of the premiums, health and welfare benefit coverage will be continued in accordance with the contract of insurance between the Employer and the insurance carrier. Under no circumstances **will short-term disability (STD) or long-term disability (LTD) benefits coverage** be provided during the leave.

## **21.03 Leave of Absence for Full-time Union Duties**

- (a) An employee who is elected to office in the Canadian Union of Public Employees, whether National or Provincial, the duties of which require their full-time attendance and becomes a paid employee of the Canadian Union of Public Employees shall, upon written request, be granted leave of absence without pay but without loss of seniority for a term not exceeding twenty-four (24) months. Requests for such leave shall not be unreasonably denied. It is understood that the employee will provide the Employer with reasonable notice of the need for such leave.
- (b) An employee who becomes a paid employee of the Canadian Union of Public Employees whether National or Provincial, shall, upon written request, be granted leave of absence without pay but without loss of seniority for a period not exceeding twelve (12) months. Such leave shall

be extended, upon request, up to an additional twelve (12) months. Requests for such leave shall not be unreasonably denied. It is understood that the employee will provide the Employer with reasonable notice.

- (c) **Unless CUPE National agrees to be billed for the cost, the Union will be invoiced for the cost of benefits coverage continuation. Under no circumstances will short-term disability (STD) or long-term disability (LTD) benefits coverage be provided during the leave.**
- (d) For clarification, the benefits coverage eligible for continuation **pursuant to (c) above** may only be continued for a period of up to three (3) months from the date the leave commences.

#### **21.04 Paid Bereavement Leave**

An employee shall be granted a maximum of five (5) regularly scheduled consecutive **work days'** leave without loss of pay and benefits in the case of death of a spouse, child, parent or sibling, former guardian or fiancé.

In the case of a death of parents-in-law, siblings-in-law, son or daughter in-law, grandparent, grandchild, and/or any relative for who the employee is required to administer bereavement responsibilities, the employee is entitled to three (3) **work days'** leave without loss of pay and benefits.

**The employee has the option to use vacation days, personal leave days, lieu time or unpaid working days without loss of seniority or benefits to cover any additional time off needed to attend the funeral or interment to a maximum of five (5) consecutive work days above the allotted bereavement leave.**

Where the burial occurs outside of the province, such leave shall also include travelling time, not to exceed five (5) working days.

For the purpose of this Article, "spouse" shall be designated as a person who is legally married to an employee or as a person of any gender who has lived with the employee for a period of twelve (12) months in a common law partner relationship.

The Bereavement Leave provided under this Article is inclusive of and not in addition to any statutory bereavement leave entitlement.

## 21.05 Pregnancy Leave

- (a) Pregnancy leaves without pay shall be granted in accordance with the *Ontario Employment Standards Act*, as amended from time to time, except where superior in the provision. In accordance with the Act, the duration of pregnancy leave is up to seventeen (17) weeks.
- (b) In accordance with the *Act*, to be eligible for pregnancy leave, an employee must have been employed by the Employer for thirteen (13) consecutive weeks at the time of her due date.
- (c) An employee entitled to pregnancy leave who has been employed for twenty-one (21) consecutive calendar months at the time of leaving for pregnancy and/or parental leave and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance maternity benefits pursuant to the Employment Insurance Act, as amended, shall be paid a benefit under the Employer's Supplemental unemployment Benefit (SUB) Plan, as follows:
  - i) For the first week, i.e. the Employment Insurance waiting period, payments equivalent to eighty-one percent (81%) of her regular pay.
  - ii) For up to an additional twenty-six (26) weeks, payments equivalent to the difference between eighty-one percent (81%) of her regular pay and the sum of her weekly EI benefits and any other earnings received by the employee. The twenty-six (26) weeks of (SUB) payments includes fifteen (15) weeks payable during pregnancy leave and eleven (11) weeks payable during parental leave as provided for in Article 21.06 (c) (ii).
  - iii) Regular pay shall mean the employee's regular weekly rate of pay for her regular position which she was receiving on the last day worked prior to the commencement of the pregnancy leave.
  - iv) The employee's original Employment Insurance benefits statement is to be submitted to the Employer as proof that she is in receipt of Employment Insurance pregnancy benefits.
  - v) Employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan under E.I. Regulations.

Other income in the respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits

are not reduced or increased by payments received under the Plan.

- vi) Temporary employees and Contract employees are not eligible to receive Supplemental Unemployment Benefits.

## **21.06 Parental Leave**

- a) Parental leave without pay shall be granted in accordance with the *Ontario Employment Standards Act*, as amended from time to time, except where a superior benefit is provided in this provision. In accordance with the *Act*, the duration of parental leave is up to sixty-one (61) weeks, if the employee also took a pregnancy leave, and up to sixty-three (63) weeks otherwise.
- b) In accordance with the *Act*, to be eligible for parental leave, an employee must have been employed by the Employer for thirteen consecutive weeks at the time of the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
- c) An employee entitled to parental leave who has been employed for twenty-one (21) consecutive calendar months at the time of leaving for pregnancy and/or parental leave and who provides the Employer with proof that they have applied for and is eligible to receive Employment Insurance parental benefits pursuant to the Employment Insurance Act, as amended, shall be paid a benefit under the Employer's Supplemental Unemployment Benefit Plan, as follows:
  - i) For the one weeks, Employment Insurance waiting period, if the employee has to serve an EI waiting period, payments equivalent to eighty-one percent (81%) of their regular pay.
  - ii) For up to an additional eleven (11) weeks, payments equivalent to the difference between eighty-one percent (81%) of their regular pay and the sum of their weekly EI benefits and any other earnings received by the employee.
  - iii) Regular pay shall mean the employee's regular weekly rate of pay for their regular position which they were receiving on the last day worked prior to the commencement of the parental leave.
  - iv) The employee's original Employment Insurance benefits statement is to be submitted to the Employer as proof that they are in receipt of Employment Insurance parental benefits.

- v) Employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan under E.I. Regulations.

Other income in the respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

- vi) Temporary employees and Contract employees are not eligible to receive Supplemental Unemployment Benefits.

- d) A reasonable, personal extension to the standard parental leave of absence, without pay, may be granted on request, pursuant to Article 21.10, General Leave, provided that the extension will not cause undue difficulty for delivery of services or operation, or unreasonable expense to the Employer. There must be mutual agreement between the Employer and the employee for the request to be granted.

Consideration will be given to the length of time requested. The degree of retraining required upon return, the ease of finding qualified replacements, the impact on service, seniority and other such factors. Written notice must be presented in writing, no less than 4 weeks before the employee was supposed to return to work.

#### **21.07 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall continue to pay regular wages during this period and the employee shall give to the Employer the witness or juror fees received, excluding any amount paid for travelling or other expenses. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay. The same provisions apply when an employee is a Plaintiff or Defendant in a civil court matter.

#### **21.08 Leave for Court Appearance**

In the event that an employee is accused of an offence which requires a court appearance, the employee shall be entitled to leave of absence without loss of seniority, benefits and pay for a period of (1) day. In the event that the accused employee is jailed awaiting a court appearance, the employee shall be entitled to an unpaid leave of absence without loss of seniority and benefits for a maximum period of five days.

### **21.09 Citizenship Leave**

An employee shall be entitled to leave of absence with pay to their Canadian Citizenship Ceremony.

### **21.10 General Leave**

A Permanent employee, who has been employed at CHS for two (2) years, shall be entitled to a leave of absence without pay and without loss of seniority up to a twelve (12) month period provided the employee requests such leave for good and sufficient cause. Unless the employee agrees to pay both the Employer and the employee portion for continued health and welfare benefit coverage, benefits will not be provided. If the employee does agree to pay 100 % of the premiums, only Life, AD&D, Extended Health and Dental benefits coverage will be continued in accordance with the contract of insurance between the Employer and the insurance carrier. Under no circumstances will short-term (STD) or long-term disability (LTD) coverage be provided during the leave. Such request shall be in writing and subject to the approval of the Employer.

### **21.11 Education Leave**

Leave of absence without pay, but without loss of seniority, may be granted to a Permanent employee, who has been employed at CHS for two (2) years, to return to school for the purposes of upgrading work related skills and/or gaining the educational requirements for future positions for a minimum period of thirty (30) calendar days and a maximum of one (1) calendar year. Such leave may be extended by mutual agreement of the parties up to an additional year. Unless the employee agrees to pay both the Employer and the employee portion for continued health and welfare benefit coverage, benefits will not be provided. If the employee does agree to pay 100% of the premiums, only Life, AD&D, Extended Health and Dental benefits coverage will be continued in accordance with the contract of insurance between the Employer and the insurance carrier. Under no circumstances will short-term (STD) or long-term disability (LTD) coverage be provided during the leave.

The employee shall give the Employer as much notice as possible with a minimum written notice of sixty (60) calendar days being required. Such leave will not impede the effective operations of the Employer.

### **21.12 Personal Leave Days**

Permanent employees are **granted** three (3) Personal Leave days per **fiscal** year (**April 1 to March 31**) for religious, family, ethno-cultural or personal purposes. These days may be taken in half (1/2) day increments, are not to be

carried over from year to year and will not be paid out upon leaving the employ of the Employer.

**New employees or those who experience extended leave of greater than thirty (30) consecutive calendar days during the year (April 1 to March 31) will have their Personal Leave Days allotment reduced on a pro-rata basis to reflect the number of incomplete or inactive months of service in such year.**

Part-time staff shall have these Personal Leave days pro-rated based on their regularly scheduled hours of work.

Temporary or Contract employees are eligible for Personal Leave Days **each year (April 1 to March 31)** after one year of continuous service. Such days are pro-rated to reflect **the time remaining in their contract beyond one year for any part year of service.**

Where the *Employment Standards Act* provides parallel leaves to those identified in this Article, the greater benefit shall apply.

### **21.13 Statutory Leaves**

With regard to the Leave provisions under the *Employment Standards Act*, it is understood and agreed that where the *Employment Standards Act* provides parallel leaves identified in this Article, the great benefits shall apply.

All other leaves provided in the *Employment Standards Act* that are not specifically referenced in the Collective Agreement, will apply.

An employee who is not entitled to a leave under the Collective Agreement but for which there is a leave provided under the Act, will otherwise be eligible for such leave under the ESA as amended from time to time. The total number of leave days available to an employee who is not eligible for a greater benefit than provided in the leave provisions of the Act shall not exceed the number of leave days prescribed by the Act.

### **21.14 STD and/or LTD coverage during Leave of Absence**

Under no circumstance will STD and/or LTD coverage be provided during any leave of absence unless otherwise required under the *Employment Standards Act* or otherwise agreed under the Collective Agreement.

## **ARTICLE 22 – SALARY AND WAGE**

### **22.01 Equal Pay for Equal Work**

Employees shall receive equal pay for equal work in accordance with applicable legislation.

### **22.02 Pay Days**

The Employer shall pay by direct deposit salaries and wages in accordance with the Salary Grid attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. Direct deposit of wages shall be to a bank of the employee's choice.

### **22.03 Previous Experience Credit**

New employees will be hired at the entry level (step 0). For purposes of placement on the salary grid, the Employer may grant, at its sole discretion, credit for previous experience. Such credit may be granted where the Employer determines that the previous experience is related to the position into which the employee has been hired. The Employer may grant no more than one step in the pay grade for every two (2) years of related experience, to a maximum of step three (3).

Notwithstanding the above paragraph, where an employee does not possess the required experience to be placed at a higher step on the salary grid, the Employer may place them at a higher step to meet market conditions, provided they will not be hired at a higher level than a current employee in the same position.

### **22.04 Step Increases**

Effective April 1, 2010, an employee who has been in a position or positions in the same pay grade for at least one year on April 1, (inclusive of pregnancy/parental leave, paid sick leave and leaves of absence of thirty (30) consecutive calendar days or less) will receive a step increase. Thereafter, they will receive a step increase on April 1, each year that they remain in the same pay grade.

Where an employee is promoted to a position in a higher pay grade or where their position is reclassified to a higher pay grade, the employee will be eligible for a step increase on April 1, provided they have been in the new pay grade for at least one full year.

**22.05 Rate of Pay on Promotion or Reclassification**

When an employee transfers to another position within the same pay grade, there will not be any increase in salary at that time.

An employee who is assigned, promoted or reclassified to a position in a higher pay grade shall be placed on the step in the new pay grade so that they shall receive no less an increase in wage rate than the equivalent of one step in their previous pay grade (provided that they do not exceed the maximum of the new pay grade).

**22.06 Pay on Temporary Transfers, Higher Rated Job**

When an employee is temporarily transferred to a position in a higher pay grade for a period of fifteen (15) consecutive working days or more, they shall be placed on the step in the higher pay grade so that they shall receive no less an increase in wage rate than the equivalent of one step in their normal pay grade (provided that they do not exceed the maximum of the higher pay grade).

**22.07 Pay on Transfer, Lower Rated Job**

When an employee accepts a written offer of transfer, at the request of the Employer, to a position in a lower pay grade, either on a temporary or a regular basis, their rate of pay will be maintained until such time as the rate of pay of the lower pay grade equals or exceeds their current rate, at which time they will be placed on the lower pay grade.

When an employee is the successful applicant to a job posting, where the position is in a lower pay grade, the employee will be placed at the same step on the salary grid in the lower pay grade as they were on the higher pay grade.

**22.08 Third Party Honorariums**

Any monies including Honorariums received by an employee from a third party in payment for services rendered by the employee in performance of the employee's duties as an employee of CHS shall be submitted immediately to the Employer.

**ARTICLE 23 – FEES AND PROFESSIONAL DEVELOPMENT****23.01 Professional Fees and Licenses**

The Employer shall pay professional and/or license fees for an employee who as a condition of employment is required to be a member of a professional association or be licensed.

**23.02 Bonding Fees**

All employees handling cash must be able to be bonded and may be bonded. The cost of the bond shall be borne by the Employer.

**23.03 Professional Development**

The Parties agree that professional development is a shared responsibility. To that end it is agreed that for academic or technical courses that are required to maintain an individual's professional accreditation, the cost shall be borne by the employee. For academic or technical courses that are required to meet a standard established by CHS, the cost shall be borne by the Employer.

For other academic or technical courses that are agreed between the employee and their supervisor to be a mutual benefit to CHS and the employee, the cost of the tuition and required material shall be reimbursed to the employee upon successful completion of the course. Such required material will then become the property of CHS.

Attendance at such courses must not adversely affect operational requirements and/or service delivery.

For culturally Deaf, oral deaf, deafened and hard of hearing employees, the Employer shall provide accommodation, when not already available, in order to ensure that approved education/training opportunities are completely accessible in order to broaden their employment opportunities within CHS.

**ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION****24.01****(a) New Classifications/Changes to Existing Classifications**

- i) In the event that the Employer establishes a new classification, or substantially changes the job content of an existing classification, the Employer shall determine the rate of pay for such new, or amended, classification and notify the Union of same.
- ii) If, within six (6) months of the employee(s) commencing work in the new or amended classification, the Union wishes to challenge the established rate of pay, it may request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Any change mutually agreed to shall be retroactive to the date that the employee(s) commenced performance of the full scope of duties of the classification in question. If the Employer and the Union are unable to agree to the rate of pay, the Union may refer the matter to the Joint Job Evaluation Committee (JJEC) for evaluation of the

classification within two (2) weeks of the request. If the JJEC is unable to agree to the rate of pay for the classification, the dispute may be submitted to Arbitration within fifteen (15) working days of such meeting. The Arbitration decision shall determine a rate of pay based on a comparison of the requirements of the classification in question with the requirements of other classifications in the bargaining unit.

**(b) Joint Job Evaluation Committee (JJEC)**

There shall be three (3) Employer members and three (3) Union members on the JJEC, who shall be released without loss of pay for their meetings. Meetings of the JJEC will not impede the operations of the Employer.

The Employer will make current job descriptions available to the Union upon request.

**24.02 Elimination and Changes to Classifications**

The Employer will advise the Union of its decision to eliminate a classification. If the Union disputes the decision to eliminate the classification, it may request a meeting with Management to discuss the decision. If the Union still disputes the decision to eliminate the classification, it may submit the dispute to Arbitration within fifteen (15) working days after such meeting.

**24.03 Grievance over Classification of Positions**

An employee who believes that they are improperly classified shall have the right to grieve. All such grievances will be submitted at Step 2 of the grievance procedure and shall be heard by the Director, Human Resources.

**ARTICLE 25 – EMPLOYEE BENEFITS**

**25.01 Eligibility**

Enrolment in the Life, LTD, AD&D, Extended Health and Dental benefit plan is mandatory for:

- all permanent employees who are full time;
- all **permanent part-time employees** who working on a regular basis, twenty-one (21) hours per week or more; and
- all Temporary and Contract employees who have uninterrupted accumulated service of one year or more or whose employment is expected

to continue beyond one year, provided such employees are working on a regular basis, twenty-one (21) hours per week or more.

- Other employees are not eligible to participate in the benefit plan.

Employees may be exempt from participation in the Dental Plan and the Extended Health Plan if they have similar coverage through their spouse's plan. Employees who feel they meet this criterion must complete a waiver card and submit it to the Human Resources Department for review.

#### **25.02 Employer Contributions to Life Insurance and Accidental Death and Dismemberment (AD&D) Plan**

The Employer will provide Life Insurance and **AD&D** benefits coverage in the amount of two (2) times annual salary **to the age of 65 and thereafter in accordance with the insurer's policy**. The Employer's contribution towards life insurance and accidental death and **dismemberment** is fifty percent (50%) of the monthly premium paid.

The Employer has made available optional life insurance and **AD&D** coverage for employees covered under the basic plan. Should employees wish for this coverage; the full premium will be deducted from their pay.

#### **25.03 Long Term Disability**

The Employer will provide Long Term Disability Plan in accordance with past practice. The cost of this plan is paid by the employee through payroll deductions.

Temporary and contract employees are not eligible for long term disability insurance.

#### **25.04 Change of Carriers**

The Employer may decide to substitute the benefit plan and/or carrier for any of the benefits provided, as long as the level of benefits in the new Plan(s) is equivalent or better overall. The Union and the employees will be provided with thirty (30) days' notice to implementation of the change.

#### **25.05**

##### **(a) Provision of Technical Aids**

Employees and their dependents, as defined under the Income Tax Act, may purchase at cost, for personal use, any assistive devices available through the Hearing Aid Program and Communication Devices Program. This will not apply to subsequent purchase of accessories

such as batteries, cords, coils, carrying cases, etc., but instead employees and their dependents shall be provided with a twenty percent (20%) discount on all purchases for their personal use.

These discounts will only apply when other funding is not provided by a third party.

**(b) Provisions of Technical Aids for Retirees**

The Employer will provide discounts for certain products to retirees who retire at the age of sixty-five (65) or later and who, at the time of retirement, have at least ten (10) years of service.

The discounts apply to products for which active employees are eligible to receive a discount.

These discounts will apply to retirees and their dependents and shall cease upon the death of the retiree.

**25.06 Dental Plan**

The Employer will pay fifty percent (50%) of the monthly premium for a Basic Dental Plan. To be eligible for the plan an employee must have completed their probationary period.

Temporary and contract employees are not eligible for the dental plan.

**25.07 Information Booklets**

The details of the benefits provided are outlined and explained further in the Employee Booklet, which is made available to all employees in the plan on the CHS Hub (Corporate Services\Human Resources\Documents\Benefits Booklets. PDF or printed copies will be made available to employees upon request.

**25.08 Extended Health Plan**

The Employer will pay fifty percent (50%) of the monthly premium for an extended health plan.

## **ARTICLE 26 – HEALTH AND SAFETY**

### **26.01 Working Conditions**

The Employer shall establish healthy and safe working conditions and shall take all reasonable precautions to protect the health and safety of the employees.

### **26.02 Co-operation on Safety**

The Employer agrees to abide by the terms and conditions of the *Health & Safety Act* as described in current Provincial Legislation.

### **26.03 No Disciplinary Action**

No employee shall be disciplined for refusal to work on a job or to operate any equipment, which is unsafe. However, the Employer may discipline if the employee continues to refuse to work after the decision has been made by the Ministry of Labour that the conditions are safe.

### **26.04 Injury Pay Provisions**

An employee who is injured while working and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

### **26.05 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident, during the workday, shall be at the expense of the Employer.

### **26.06 Workplace Safety and Insurance Act Coverage**

All employees shall be covered by *the Workplace Safety and Insurance Act* (WSIA). The parties are further subject to any orders or directives by the WSIB in regard to coverage.

An employee who is absent due to a disability for which they are receiving benefits under the *Workplace Safety and Insurance Act* (WSIA.) shall continue to accumulate seniority. In addition, the Employer shall continue to pay its share

of premiums for employee benefit plans (Group Life Insurance, Extended health Care and Dental) for a period of up to one year, provided the employee pays their share of the premiums, to ensure continued coverage.

The parties recognize their joint obligations under the *Workplace Safety and Insurance Act* and the *Ontario Human Rights Code*. No employee shall have their employment terminated as a result of being absent from work with a compensable accident, where such absence is less than three (3) years.

#### **26.07 Grievance on Safety**

An employee, or a group of employees, who is/are required to work under conditions which they believe are unsafe or unhealthy shall have the right to file a grievance in Step 2 of the grievance procedure for preferred handling. This does not preclude the employee's right to refuse unsafe work under the *Ontario Occupational Health and Safety Act*.

### **ARTICLE 27 – TECHNOLOGICAL AND OTHER CHANGES**

#### **27.01 Definition of Technological Change**

Technological change is defined as the introduction of any equipment or technology that either eliminates a job or changes an existing job to the extent that the incumbent in the position would need special training that could not be accomplished within their normal workflow.

#### **27.02 Technological Change – Advance Notice**

Three (3) months before the introduction of any technological or other changes or new methods or operation which affect the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of proposed changes.

#### **27.03 Technological Change – Arbitration**

If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to arbitration.

#### **27.04 Technological Change – Transfer Arrangements**

An employee who is displaced from the employee's job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to seniority, skill, competency and efficiency.

**27.05 Technological Change – Training Benefits**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a period of time not to exceed three (3) months during which they may be perfect or acquire the skills necessitated by the new method of operations. There shall be no reduction in wage or salary rates during the training period of such employee and no reduction in pay upon being reclassified in the new position.

**27.06 Employer Required Training**

When/if the Employer implements any new standards, guidelines and/or job requirements for any position in the Bargaining Unit, the Employer will ensure that the opportunity for appropriate training is made available for current, permanent employees to meet these new standards, guidelines and/or job requirements. Access needs of Deaf and hard of hearing employees will be given priority. This shall be done without loss of pay, benefits and seniority. The Employer shall establish reasonable time frames for each employee to attain the new standards, guidelines and/or job requirements. The cost for tuition shall be reimbursed to the employee upon successful completion of the required training.

**ARTICLE 28 – GENERAL CONDITIONS****28.01 Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals.

**28.02 Bulletin Boards**

The Employer shall provide bulletin boards at each CHS office location which shall be placed so that all employees will have access to them 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.

**28.03 Allowance for Tools**

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Such tools will remain the property of CHS.

**28.04 Travel Rates**

Travel rates paid to an employee using their own automobile for the Employer's business shall be **\$0.50 cents per kilometer** and will be increased in accordance with Company Policy.

**28.05 Meeting Facilities**

In order that the Union can properly represent the employees in Labour/Management relations, the Employer shall provide the Union, where possible, with facilities and technology on the premises for private meeting purposes. The Union must first request and receive prior approval from the Director, Human Resources, to use CHS facilities and equipment. Any associated costs will be paid by the Union.

**28.06 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during employee lunch periods or following the regular workday where possible.

**28.07 Relocation Expenses**

If an employee agrees to accept a permanent transfer at the Employer's request, from one region or office to another, the cost of moving their household effects up to a maximum for \$2,000, shall be paid by the Employer.

**28.08 December Holiday Closure**

The Employer may deem it appropriate to close Employer offices for a temporary period of time, up to ten (10) consecutive calendar days, during the December holiday season. Such period will include Christmas Day (December 25<sup>th</sup>), Boxing Day (December 26<sup>th</sup>) and New Year's Day (January 1<sup>st</sup>). Any days during this period which are not statutory holidays or the float holiday pursuant to Article 18.01 of this agreement will be taken as vacation, personal leave days or lieu time or as an unpaid leave of absence. The Employer shall provide notice of their intent to the Union and staff no later than October 1<sup>st</sup>. of that calendar year.

**The December closure is not a temporary closure and does not constitute a layoff.**

**28.09 Legal Fees**

The Employer shall pay all legal costs for any action initiated by a third party against an employee by virtue of the performance of the employee's employment duties provided that the employee conducted themselves lawfully and in accordance with their authority.

**ARTICLE 29 – JOB SECURITY****29.01 Present Conditions to Continue**

All rights, benefits, privileges and working conditions shall continue in so far as they are consistent with this Agreement.

**29.02 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges or amalgamates with any other body the Employer will make every effort to ensure that:

1. employees shall be credited with all seniority rights with the new Employer;
2. all service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new employer;
3. all work and services presently performed by members of the Canadian Union of Public employees shall continue to be performed by CUPE members with the new employer;
4. conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employer;
5. no employee shall suffer a loss of employment as a result of the merger;
6. preference in location of employment in the location wherein the merger has taken place shall be on the basis of seniority.

**29.03 Portability of Service Credits**

When an employee of the Employer transfers to another employer within the province, the Employer shall try to transfer the employee's pension, sick leave and other services credits to the new employer whenever possible.

#### **29.04 Contracting Out**

Should the Employer decide to contract out work or services currently performed by bargaining unit members that will result in layoffs, the Employer will provide the Union Executive with as much advance notice as possible and in no case less than six (6) weeks. In consultation with the Union Executive and/or the CUPE National representative, all efforts will be made to avoid layoffs.

### **ARTICLE 30 – MULTI-SECTOR PENSION PLAN**

As per the principles set out in Appendix 1 to the Collective Agreement, eligible unionized employees will be enrolled in the Multi-Sector Pension Plan (MSPP).

### **ARTICLE 31 – TERM OF AGREEMENT**

#### **31.01 Term of Agreement**

The Parties hereto agree that this Agreement shall be effective until **March 31, 2025**, from year to year unless notice of desire to amend or terminate the Agreement is given by either Party to the other Party, not more than ninety (90) or less than thirty (30) calendar days prior to the expiry date of the Agreement. If notice to amend or terminate the Agreement is given by either Party, then the Parties agree to meet for the purpose of negotiations within thirty (30) days after such notice upon request to do so.

#### **31.02 Notice of Change**

Either Party wishing to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice, in writing, to the other Party of the changes proposed.

#### **31.03 Retroactivity**

All changes in the new Agreement, which are of a compensation nature, shall be adjusted retroactively to the day following the expiry date of the expired agreement unless otherwise specified.

#### **31.04 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

Dated at Toronto, Ontario this 27<sup>th</sup> day of August, 2024.

Signed on behalf of  
CUPE Local 2073

Signed by:

*Mara Waern*

F63E85AA8FF5469...

Signed on behalf of  
Canadian Hearing Services

Signed by:



045693DB233E406...

Signed by:

*Bobbie Jean Dacosta*

C6078578A40446F...

Signed by:



066E9B24F84943F...

Signed by:

*Jennifer Hye*

DB042A331BFA46A...

Signed by:

*Michael Samakayi*

BA73FD8905CC45A...

Signed by:

*Rachel Landberg*

5057B95940A3435...

Signed by:

*Yasmeen Mirza*

9FF2B1FD2DDE4FF...

**SALARY GRID**  
**Effective April 1, 2024**

SALARY GRID EFFECTIVE APRIL 1, 2024												
Pay Grade	Point Range	Job Title	Job Points	Market PIY Grade	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	394-4141		196	1								
2	842-943	Sales Associate	910	2	49,117.07	41,110	42,110.00	43,110.00	44,110.00	45,110.00	46,110.00	47,110.00
3	9#10\$4	Accounts Payable Clerk Funder Contract Adm'l General Accountant Program Assistant II - General	900 1028 10211	J II J		44,521.26	45,925.9	47,311.9	48,704.23	50,091.54	51,484.47	
4	10\$5-1148	Customer Accounts Processing Clerk Physical Plant Processing/Collection Clerk Financial Analyst	1086 1086 1111	4 4 /	49,335	51,122.23	52,335	53,548.45	54,761.67	55,974.89	57,188.11	
5	1149-1240	Administrative Assistant Program Assistant III Senior Collections Officer Financial Accountant Coordinator Assignment Coordinator Communication and Social Media Specialist	1153 1111 1202 1204 1207 1209	5 5 5 5 5 5	54,417.11	54,082	57,744.97	59,457.57	61,170.17	62,882.77	64,595.37	
6	1241-1311	Graphic Designer & Animation Specialist Digital Producer & Developer Digital & Marketing Coordinator Fundraising Administration Clerk Writer, Bilingual Communication Development Specialist Online Support Coordinator Specialist R. Q. P. Network; Project; Vendor Annual & Allocated Giving Specialist	1251 1253 1253 1211 1211 1300 1313 1311 1323	II II II II II II II III II	57,701.12	59,061.10	60,541.43	62,021.76	63,502.09	64,982.42	66,462.75	67,943.08
7	1347-1414	Commercial Sales Coordinator Commercial Engineering Coordinator Lifeskills Literacy Instructor Lifeskills Literacy Coordinator Interpreter Internship Trainer Services Coordinator Digital Media Captioning Services Coordinator - EIS ASL & LSQ Translation Services Coordinator Employment Consultant Video Producer	1311 1311 1311 1383 1300 1391 1391 1392 1395 1391	1 1 1 1 1 1 1 1 1 1	59,118.81	61,188.14	63,257.47	65,326.80	67,396.13	69,465.46	71,534.79	73,604.12
8	1415-1558	Hemingway Instrument Specialist GSS Counselor Hemingway Consultant, HCC EUMS Selement Services Consultant	1479 1111 1111 1511	II II II II	115,920.00	67,543.11	69,694.72	71,846.33	74,000.74	76,154.15	78,308.56	80,462.97
8A	1549	Intervenor	1549	SA	71,011.73	73,167.113	75,322.49	77,477.87	79,633.25	81,788.63	83,944.01	86,099.39
9	1559-11145	CONNECT Counselor	1623	9	71,223.00	73,110.02	75,000.26	76,890.50	78,780.74	80,671.00	82,561.24	84,451.48
9A	1512	Interpreter (ASL; Office; LSQ; VR)	1512	1A	71,947.73	79,239.12	81,558.06	83,876.99	86,195.92	88,514.85	90,833.78	93,152.71
10	11146-1110	Psychologist (Senior Clinician) Speech Language Pathologist Audiologist	11411 1110 1110	10 10 10	72,111.35	75,073.00	77,527.75	79,982.50	82,437.25	84,891.99	87,346.74	89,801.49

## APPENDIX 1

### **RE: MULTI-SECTOR PENSION PLAN**

In this Article, the terms used shall have the meanings as described:

.01 “Plan means a retirement vehicle as determined by the Union.

“Applicable Wages: means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay; and
- iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.

“Eligible employee” means full and part time employees in the bargaining unit who has completed five hundred (500) hours of service.

.02 Effective *April 1, 2019*, each Eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible employee for each pay period, an amount equal to four percent (4%) of applicable Wages to the Plan.

.03 The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute

towards the cost of benefits provided by the Plan or be responsible for providing such benefits.

The Union and the Employer acknowledge and agree that under the current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act R.S.O. 1990, Ch. P- 8, as amended, and the Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article 23.05 of the Agreement include:

i) To be Provided Once Only At Plan Commencement

Date of Hire  
 Date of Birth  
 Date of First Contribution  
 Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)  
 Gender

ii) To be Provided with Each Remittance

Name  
 Social Insurance Number  
 Monthly Remittance  
 Pensionable Earnings  
 Year to Date Contributions  
 Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To be Provided Initially and As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

iv) To be Provided annually but no later than December 1

Current complete address listing

In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form hereto as Schedule "B".

**LETTER OF INTENT #1**

**BETWEEN**

**CANADIAN HEARING SERVICES**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2073**

**RE: ACCESSIBLE COLLECTIVE AGREEMENT**

The Parties agree on the importance of a Collective Agreement being accessible to all employees. The Collective Agreement will be made available to all members on the CHS internal website in the following languages: ASL, LSQ, French and English.

The parties have a joint responsibility to maintain the Collective Agreement in ASL and LSQ, with the cost to be shared equally between the parties.

Any time spent working on this committee by members of the bargaining unit outside of their regularly scheduled working hours will be compensated at straight time, to be taken as lieu time. Such lieu time will be scheduled by mutual agreement as close to the week earned as possible, and within three (3) months from the day it was earned.

In the event of a difference arising out of the language of the Collective Agreement, it is understood that the printed version with signatures of the parties will be the official version.

## LETTER OF UNDERSTANDING # 1

BETWEEN

CANADIAN HEARING SERVICES

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2073

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### **RE: SALARY GRID ADJUSTMENT**

#### **Salary Adjustments:**

**Salary grid adjustment of 3% increase – Effective April 1, 2024**

**New Salary grid – Effective April 1, 2024**

**Retroactive pay adjustments** shall be paid no later than 45 days from the date of ratification by both parties **and paid only to those employed on date of ratification** (“eligible voting employees”).

## **LETTER OF UNDERSTANDING # 2**

**BETWEEN**

**CANADIAN HEARING SERVICES**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2073**

### **RE: ACCESS WHEN CHANGING INSURANCE PROVIDERS**

The parties agree that should the Employer change insurance provider, the Employer will provide education with respect to appropriate access for its employees, including, but not limited to the provision of ASL/LSQ interpretation and CART, as well as choice of communication of the employee. A representative of the Union will be copied on any written material provided to the Insurer in this regard.