

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 5516 –  
WEST REGION**

**(the “Union”)**

**- and –**

**ONTARIO HEALTH**

**(the “Employer”)**

**EFFECTIVE: APRIL 1, 2021**

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## **ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to promote and maintain harmonious relations and to set out the conditions of employment between the Employer and the Union; to provide for ongoing joint discussions between the Union and the Employer pertaining to working conditions and employment; and the prompt disposition of grievances and the final settlement of disputes; and to establish, and maintain mutually acceptable working conditions, hours of work, and compensation for all Union members.

The Parties agree to work together to achieve a climate of mutual respect to promote organizational effectiveness through a strong, engaged, connected and accountable workforce.

## **ARTICLE 2 – DEFINITIONS**

2.01 The Employer recognizes the following categories of Employees:

- a) A permanent full-time Employee who is regularly employed for thirty-five (35) hours per week.
- b) A permanent part-time Employee who is regularly employed for less than thirty-five (35) hours per week.
- c) Temporary Employees may be hired for a specified term to replace an Employee on an approved leave of absence, or to perform a specific non-recurring task that shall not exceed 12 months. The parties may agree to extend a temporary Employee by written agreement.

## **ARTICLE 3 – RECOGNITION**

### **Bargaining Unit**

3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees employed at Ontario Health within its Ontario Health West Region who are employed in the following classifications:

Administrative Assistant, French Language Service Planner, French Language Services Lead, Digital Health Coach, Change Manager, Health Systems Coordinator, Analyst Performance and Accountability, Performance & Evaluation Advisor, Performance Analyst, Health System Strategy and Implementation Planner, Project Manager, Data Analyst, Business Intelligence Decision Support Services, Epidemiologist, Decision Support Analyst, Program Facilitator, Program Outreach Officer, Quality Improvement Coach, Health Links Coach.

3.02 Work of the Bargaining Unit

Persons excluded from the bargaining unit shall not perform duties normally performed by Employees in the bargaining unit which shall directly cause or result in the lay-off of an Employee in the bargaining unit.

### 3.03 No Contracting Out

No bargaining unit Employees will be laid off or have their standard hours of work reduced, as a direct result of contracting out.

### 3.04 Student Employees

Student Employee shall mean a person who is employed by the Employer to perform seasonal or educational work. Student Employees are not included in the Bargaining Unit, and this Agreement does not apply to Student Employees. The employment of a Student Employee shall not result in the layoff or reduction of hours of an Employee in the bargaining unit.

### 3.05 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### 3.06 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and, if available, personal email. The list will also indicate the Employee's location and employment status (such as full-time, part-time, temporary), and if the Employee is on a leave of absence. The Employee contact list will be provided in an electronic format to the Union contact designated by the Executive on a biannual basis in January and July.

### 3.07 Union Orientation Sessions

#### a) New Employees

On commencing employment in a position within the bargaining unit, the Employer will introduce the new Employee to their Union Steward or representative, as designated by the Union, and direct the Employee to the Union Bulletin Board. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of twenty (20) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employees.

#### b) Notification of New Hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary), start date, location and team of all Employees hired into the bargaining unit prior to their first day of employment.

### 3.08 Bulletin Boards

The Employer will provide a Union bulletin board on the Employer's intranet site. The bulletin board will be used solely for postings of Union approved materials.

### 3.09 Copies of the Agreement

A copy of this Agreement will be on the Employer's intranet within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement.

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

### 4.01 Discrimination

It is understood that the parties are committed to principles which will foster and encourage diversity in the workplace.

The Employer and the Union agree that there will be no discrimination by either party or by any Employees on the basis of: race, creed, colour, place of origin, citizenship, ancestry, sex, sexual orientation, gender identity, gender expression, marital status, family status, age, ethnic origin, disability, or any other factors not pertinent to employment.

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

### 4.02 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological, sexual, or physical, or it can be a combination of all three. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

The Employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*.

- a) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, disability, sex, sexual orientation, gender identity or gender expression.
- b) The parties recommend and encourage any Employee who may have a harassment or discrimination complaint to utilize the complaints process as set out in the Employer's Respectful Workplace Policy and Program. This does not preclude Employees or the Union from filing a grievance.

- c) In recognizing the importance of a harassment free environment, the Employer will review Employer policies and processes with respect to harassment with the Employee during their orientation period.
- d) Where an Employee requests the assistance and support of a Union representative in dealing with harassment or discrimination issues, such representation shall be allowed.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

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

The Union recognizes that the Employer retains the rights of management save insofar as they are modified by this Agreement.

5.02 The Union acknowledges that it is the exclusive function of the Employer to generally manage its business, and that all rights and privileges normally vested in management are vested in the Employer. Without limiting the generality of the foregoing it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency and to establish and enforce reasonable rules, policies, procedures and regulations to be observed by the Employees which are not inconsistent with the provisions of this Agreement.
- b) Hire, classify, suspend, discharge, assign Employees to tasks, lay-off, or discipline Employees, provided that a claim of discriminatory promotion, demotion, lay-off or transfer, or a claim that an Employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c) Operate and manage in all respects in accordance with its commitments, obligations, and responsibilities. To determine, in the interest of efficient operation and highest standard of service, the hours of work, classifications, methods of doing the work, which are not inconsistent with the terms of this Agreement, the number and type of Employees needed by the Employer, the work assignments, and the work schedules.
- d) Determine the number and location of its offices required at any time.

5.03 The Employer agrees that these management functions shall be executed in a manner consistent with this Agreement subject to the right of the Employee to lodge a grievance as set forth herein.

5.04 Prior to implementation of new or amended policies and procedures which may affect Employees in the bargaining unit, the Employer will provide the Union with notice and a copy.

## **ARTICLE 6 – NO STRIKE OR LOCKOUTS**

### **6.01 No Strikes or Lockouts**

The Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with the *Ontario Labour Relations Act*.

## **ARTICLE 7 – UNION SECURITY**

### **7.01 Union Security**

It is agreed that all Employees who are recognized within the scope of this Collective Agreement shall maintain membership in the Union.

### **7.02 Union Dues Deduction and Remittance**

#### **a) Union Dues Deduction and Remittance**

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the national Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15th day of the month following the one in which they were deducted.

The Union shall notify the Employer (Human Resources), in writing, of any change in the amount of such Union deductions at least forty-five (45) days prior to the effective date of such change.

The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

#### **b) Dues supporting documentation**

Along with the deductions, the Employer will provide a list of the names of all Employees from whose wage deductions have been made. A copy of this list shall be forwarded by the Employer to the local Secretary-Treasurer of the Union and/or their designate.

#### **c) T-4 slip**

The Employer will report the yearly number of dues paid by each employee on the Employee's T-4 slip.

## **ARTICLE 8 – REPRESENTATION AND COMMITTEES**

**8.01** The Union will supply the Employer with the names of its officers and its representative(s). Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### 8.02 Right of Fair Representation

The Union will 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 may request access to the Employer's premises (physical or virtual) in order to deal with any matters arising out of this Collective Agreement. Such requests will not be unreasonably denied.

#### 8.03 Right to Union Representation

Where a Manager or another Employer representative meets with an Employee:

- a) for disciplinary purposes, including suspension; or
- b) to investigate potential disciplinary matters; or
- c) for termination of employment; or
- d) for matters related to the development, implementation and administration of an accommodation or return to work plan;

the Employee shall have the right to be accompanied by and represented by a Union representative (Officer or Steward). In the case of termination of employment, the Employer shall notify the Employee of this right and shall notify the Union providing the Employee's name.

#### 8.04 Labour-Management Committee

A Labour-Management Committee shall be established of not more than three (3) representatives of the Union, plus the CUPE national representative and equal representatives of the Employer. The purpose of the Committee includes:

- a) promoting and providing effective and meaningful communication of information and ideas; the opportunity to work together and make recommendations on improving relations with both internal and external stakeholders.
- b) discussing and reviewing any matters of mutual concern which are not properly the subject matter of grievances or negotiations;
- c) having a standing agenda item regarding any policies and procedures;
- d) timely problem-solving by the parties to deal with any concerns prior to any issues becoming grievable. However, no matter which is being processed through the grievance procedure or which is currently the subject matter of negotiations, shall be discussed at such meetings;
- e) The Committee shall meet quarterly (February, May, July or August and November) or as otherwise agreed. Each party shall provide the other with an agenda of the matters to be discussed no less than five (5) working days prior to the meeting.

It is understood and agreed that members of this committee who are granted time off during their regular work period to attend Labour-Management Committee meetings will not suffer any loss of pay or benefits for the time spent in the meeting.

#### 8.05 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of not more than four (4) members of the Employer as representatives of the Employer, plus an Employer identified spokesperson, and not more than four (4) members of the Union, which include the President, plus the CUPE national representative, as representatives of the Union. The Union will advise the Employer of the Union nominees to the Committee. Bargaining Committee members will not suffer any loss of pay or benefits for the time spent in direct negotiations with the Employer, up to and including conciliation.

### **ARTICLE 9 – WAGES AND PREMIUMS**

#### 9.01 Pay Days

The Employer will pay salaries/wages, bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

#### 9.02 Payroll Error

Any error of more than four (4) hours on an employee's pay will be corrected within four (4) business days. Any error of less than four (4) hours will be adjusted on the next pay.

### **ARTICLE 10 – HOURS OF WORK**

10.01 The following is intended to define the regular hours of work for full-time Employees:

- a) The normal hours of work are Monday to Friday between the hours of 8am to 6pm, as established by the Employer. These normal hours of work are subject to change based on operational requirements.
- b) Employees shall regularly be scheduled to work seven (7) hours per day, including two (2) paid rest periods of fifteen (15) minutes each, excluding a one (1) hour unpaid meal break.
- c) Where work is required outside of the employee's regular hours, scheduling adjustments, flex time arrangements or overtime may apply in accordance with this Agreement. The Employee and the Manager will discuss any required work outside regular hours, but the final determination is at the discretion of the Employer based on operational requirements.
- d) Employees are not usually expected to work outside of their normal hours of work. Employees may occasionally need to be contacted outside of their hours of work.

if urgent unforeseeable circumstances or an emergency arises, and/or when operational requirements require contact.

#### 10.02 Overtime

- a) Where the Employer authorizes an Employee in advance to work in excess of thirty-five (35) hours in a given week, the Employee shall receive:
  - i. Pay at straight time for hours worked up to and including forty-four (44) hours, or, with Manager approval, paid time in lieu at the rate of one (1) hour for each hour worked between thirty-five (35) hours and forty-four (44) hours (inclusive) per work week, and
  - ii. Pay at one and one-half times (1.5x) the hourly rate of pay for hours worked in excess of forty-four (44) hours, or, with the agreement of the Employee and their Manager, lieu time banked at the rate of one and one-half times (1.5x) the hours so worked within this period.
- b) Time off in lieu should be taken at a time mutually agreed upon by the Employee and Manager and must be taken within six (6) months from the time it was earned (where operationally feasible). Time in lieu that is unused at the end of the calendar year will be paid out at the straight time rate.
- c) Time banked in lieu of overtime will not exceed thirty-five (35) hours at any given time. Hours banked in excess of thirty-five (35) hours will be paid out at the straight time rate.
- d) Paid time off will not be considered hours worked toward the calculation of overtime.

10.03 Flex time is the occasional adjustment of scheduled hours by mutual agreement between the Manager and the Employee. Flex time includes adjusting the schedule such that lesser or increased hours alter the regular daily work hours within one pay period. Flex time hours are paid at the Employee's regular rate of pay. This arrangement must be approved prior to flex time being taken.

### **ARTICLE 11 – POSTING OF POSITIONS**

#### 11.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer will post the job advertisement on the Employer's intranet. The position will be posted internally for a period of five (5) working days so that interested Employees can apply. First consideration will be given to CUPE bargaining unit members prior to the Employer considering other external candidates. The name of the successful applicant will be posted on the Union's bulletin board.

Employees shall be selected for positions posted on the basis of their skill, ability, experience, and qualifications. Where these factors are relatively equal among the employees being considered, seniority shall govern.

Immediately following the selection, both the successful and unsuccessful candidate(s) shall be informed in writing of the final decision.

#### 11.02 Temporary Vacancies

A temporary vacancy, six (6) months in duration or more, will be posted in accordance with Article 11.01, stating that the position is limited and will indicate the estimated duration of the limited job. Upon termination of a limited job, the Employee filling the vacancy will be returned to the classification and job location in which they last worked, as applicable. In the event that a part-time Employee is a successful applicant, the said Employee will retain their part-time status during the limited full-time period.

#### 11.03 Appointments

Where the qualifications and ability are relatively equal between a CUPE unit applicant and a non-CUPE unit applicant, preference shall be given to the CUPE unit applicant.

#### 11.04 Trial Period

- a) A successful applicant from within the bargaining unit shall be placed on trial for a period of one (1) month. The purpose of the trial is so that the Employee can ascertain whether the work of the position is suitable to them and so that the Employer can determine if the Employee is suitable and capable of performing the work of the position. While on such trial the Employee shall receive the wage rate of the position. The trial period will not delay the Employee's entitlement to any pay increase. Should the Employee find the work suitable and should the Employer find the Employee suitable and capable of performing the work of the position after one (1) month, the Employer shall confirm the Employee in the position.
- b) However, should the Employee find the work unsuitable and/or the Employer find the Employee unsuitable or incapable of performing the work of the position, the Employee shall be returned to their former position and wage rate without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary or wage rate without loss of seniority.

#### 11.05 Classifications

When the Employer creates a new position or makes a substantial change in existing job classifications, the Employer agrees to meet with the Union to permit the Union to make representation and make an informed decision on behalf of its member with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such

meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications within the Employer.

## **ARTICLE 12 – SENIORITY**

### **12.01 Seniority Defined**

Seniority will operate on a bargaining-unit-wide basis.

Regular Full-time Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, including all previous service prior to Certification or Sale of Business.

Regular Part-Time Employees will accumulate seniority on the basis of one (1) year seniority for each one thousand eight hundred and twenty (1,820) regularly paid hours in the bargaining unit as of the last date of hire, including all previous service prior to Certification or Sale of Business. A part-time Employee cannot accrue more than one year seniority in a twelve (12) month period.

### **12.02 Seniority Lists**

The Employer will maintain a seniority list for showing the seniority date for full-time Employees, the accrued seniority hours for part-time Employees, and the most recent date of hire in the bargaining unit for all Employees. An up-to-date seniority list will be sent to the Union and posted on all virtual bulletin boards in January and July of each year.

### **12.03 An Employee shall retain and accrue seniority when:**

- a) actively at work for the Employer;
- b) absent while on an approved paid or unpaid leave of absence;
- c) absent while on vacation or on paid holidays;
- d) absent due to injury or illness, including those absences resulting in WSIB benefits or LTD benefits;
- e) absent due to protected leave of absence in accordance with the *Employment Standards Act*, including pregnancy, parental, and adoption leaves;
- f) Union leave.

### **12.04 An Employee shall retain but not accrue seniority when:**

- a) absent on an approved unpaid leave beyond fifty-two (52) consecutive weeks;
- b) absent on lay-off for a period of up to twenty-four (24) months;

#### 12.05 Seniority While Outside Bargaining Unit

It is understood that for the efficiency of the operations and/or educational/developmental opportunities, bargaining unit members may perform work outside of the bargaining unit without expanding the work of the bargaining unit.

No Employee will be forced to transfer permanently out of the bargaining unit without their consent. Employees who are required to perform work outside of the bargaining unit shall continue to accrue seniority and suffer no loss of service.

Employees who are the successful candidate for a temporary position outside of the bargaining unit shall not accrue any seniority but they shall retain the seniority they had prior to the temporary transfer.

Upon return to the bargaining unit, the Employee will be returned to their former position. In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions.

#### 12.06 Loss of Seniority

An Employee shall lose all seniority and service and shall be deemed to no longer be an Employee, if the Employee:

- a) Resigns;
- b) Is discharged and not reinstated through the grievance procedure;
- c) Retires;
- d) is absent from work without notifying the Employer for more than three (3) consecutive working days, unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the Employee's control;
- e) Has been laid off in excess of twenty-four (24) months;
- f) Fails to contact the Employer within ten (10) working days from the date of mailing of a registered letter advising the Employee of a potential recall;
- g) Fails to report to work on the date agreed upon after accepting a recall offer of employment;
- h) Is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the leave commenced and the Employee is not expected to return in the foreseeable future.

#### 12.07 Transfer from Full-Time to Part-Time

If an Employee transfers from full-time to part-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals one thousand eight hundred and twenty (1,820) hours paid.

#### 12.08 Transfer from Part-Time to Full-Time

If an Employee transfers from part-time to full-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one thousand eight hundred and twenty (1,820) hours paid equals one (1) year.

12.09 During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for the purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Agreement, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days. Upon the Employee's return to work, their service date will be adjusted, and all entitlements shall be prorated based on their return date.

Further, once the Employee has been on an unpaid absence for more than thirty (30) continuous calendar days, the Employee will have the option to continue with their benefits and pay the full premium, for the duration of their absence, up to a maximum of twelve (12) months.

Article 12.09 does not apply to any protected leaves under the *Employment Standard Act*, as amended from time to time.

### **ARTICLE 13 – PROBATIONARY EMPLOYEES**

13.01 Newly hired Full-Time Employees will be considered on a probationary basis for a period of six (6) calendar months. The probationary period for Regular Part-Time Employees shall be nine hundred and ten (910) hours worked from the date of hire. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. After completion of the probationary period, seniority will be effective from the original date of employment.

#### 13.02 Discharge of Probationary Employee

When a probationary Employee is to be disciplined or discharged, they shall be advised in writing of the reasons for such action, in the presence of the Union representative.

The release or discharge of an Employee during the probationary period shall not be the subject of a grievance or arbitration, save and except where the discharge has been made in bad faith, was discriminatory, or contrary to legislation.

### **ARTICLE 14 – LAYOFFS AND RECALLS**

14.01 In the event of a proposed permanent layoff the Employer will:

- i. provide the Union with not less than eight (8) weeks written notice of such layoff; and,
- ii. meet with the Union to review the following:
  - a. the reasons causing the layoff;

- b. the changes to the structure, functions and services;
  - c. the method of implementation, including the areas of cutback and the Employees to be laid off. Any agreement between the Employer and the Union, resulting from the review of this clause, concerning the method of implementation, will take precedence over the terms of this Article; and,
- iii. Provide the Employee with not less than forty-five (45) calendar days' written notice of such layoff. For clarity, this notice will run concurrent with the notice to the Union in (a) above.

NOTE: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union shall be considered notice to the Union of any subsequent lay-off.

#### 14.02 Layoffs

Layoffs shall be accomplished by laying off the Employee(s) with the least seniority within the affected classification(s). An Employee who is subject to layoff from their classification will exercise their option in article 14.03 below.

#### 14.03 An Employee in receipt of a notice of layoff pursuant to Article 14.01 may:

- a) accept the layoff and be placed on recall for up to twenty-four (24) months; or
- b) fill any vacant posted position within the bargaining unit, in the same or lower classification or wage grid, provided they have the qualifications and ability to perform all aspects of the work without training other than the normal job orientation; or
- c) may displace an Employee with less seniority in another classification, provided they have the qualifications and ability to perform all aspects of the available work without training other than the normal job orientation.

Where the Employee fails to select an option within five (5) business days, the Employee will be deemed to have accepted the layoff and will be placed on the recall list.

Where the Employer determines that the Employee does not have the required qualifications and ability to perform the duties of a job under (b) or (c) above, the Employee will have the option to accept the layoff, waive the right to recall, and receive termination/severance pay in accordance with the Employment Standards Act, 2000, as amended from time to time.

#### 14.04 Placement on Wage Grid following Displacement

- a) An Employee who displaces an Employee in a lower paying classification will be placed on the salary grid of the lower classification at the step which provides the rate of pay closest to their current rate of pay.

- b) If an Employee is displacing to a higher rated classification, the Employee will go to the increment level which will not result in a decrease in salary and will then progress in accordance with the time spent in the new classification.

#### 14.05 Recall Rights

- a) Employees shall be recalled in order of seniority, provided that the Employees have the necessary skill, ability and qualifications to perform the available work without training other than the normal job orientation.
- b) The Employer will email the Union and Employee as well as send a notice of recall by registered mail to the last address in the Employee's file. An Employee will respond to a registered notice of recall within ten (10) working days of receipt of the notice and shall be available for work within an additional ten (10) working days unless otherwise agreed.
- c) Any Employee recalled and reinstated to any position will receive the appropriate rate of pay for such position at the time of recall, as per article 14.03 b).
- d) If the Employer declares a vacancy in accordance with Article 11, Employees on recall may bid on posted vacancies in accordance with Article 11. The Employer will forward all job postings at the time of posting to the Employee while on layoff, provided the Employee gives the Employer an email address.
- e) Acceptance of a temporary assignment by a laid off Employee does not constitute a recall to work. After the completion of the assignment, the Employee will be laid off with no notice and the recall rights will apply from the new layoff date.
- f) Should an Employee be unable to accept a recall to a temporary assignment, there shall be no effect on their recall rights.

14.06 The Employee has the option to continue benefits for a period of up to one (1) year, provided the Employee pays the full cost of the benefits.

### **ARTICLE 15 – GRIEVANCE PROCEDURES**

#### 15.01 Statement of Intent

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union. Union Officers and Stewards may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Union Officer or Steward.

#### 15.02 Permission to Leave Work

Union Officers and Stewards will be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in mediation and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate Manager. Such permission will not be unreasonably denied.

Union Officers and Stewards shall suffer no loss of regular pay while carrying out their functions under this provision.

#### 15.03 Permission to Leave Work – Grievor

A Grievor may request permission to leave work during working hours to attend specific meetings as set out in this provision. Such permission will not be unreasonably denied. The Grievor shall suffer no loss of regular pay while attending these meetings.

#### 15.04 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly, or unreasonably, including any act, legislation, and statutes.

#### 15.05 STEP 1: Early Resolution:

- a) As per article 15.01, it is the mutual desire of the parties to resolve complaints in a timely manner.
- b) Prior to filing an individual grievance an Employee will bring their complaint to the attention of their immediate Manager within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred. When doing so, the Employee may request the assistance of a Union representative.
- c) The immediate Manager will provide a written response to the Employee within five (5) working days of being made aware of the complaint. If the Union was present, then the written response will also be provided to the Union.
- d) If the complaint is not resolved to the Employee's satisfaction, then the Employee may advance their complaint to Step 2 within ten (10) working days of receiving the Manager's response.
- e) If the complaint is about inappropriate behaviour by the Employee's immediate Manager, the Employee may choose to bring the complaint to the attention of Human Resources instead of their immediate Manager.

#### STEP 2:

- a) The grievance will be submitted via email to Human Resources and the immediate Manager will be copied.
- b) The Employer will investigate the grievance.
- c) The Employer will provide a response in writing to the Employee and the Union within ten (10) working days following receipt of the grievance.

- d) If the grievance is not resolved to the Grievor's satisfaction, then the Grievor may advance their grievance to Step 3 within ten (10) working days of receiving the written response via email to Human Resources.

**STEP 3:**

- a) The Human Resources representative and immediate Manager will meet with the Grievor and their Union representative(s) (who may include representatives from both the local and the national Union) within ten (10) working days upon notice from the Union to proceed to Step 3.
- b) The Employer's representative will provide management's written response within ten (10) working days via email to the Employee and the Union.
- c) If the complaint is not resolved to the Union's satisfaction, then the Union may advance the grievance to Arbitration.

**15.06 Mediation**

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

**15.07 Policy Grievance**

A complaint or grievance by either the Employer or the Union arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall originate at Step 3 within seven (7) working days following the circumstances giving rise to the grievance.

**15.08 Group Grievance**

Where a number of Employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each Employee who is grieving, to Human Resources, within ten (10) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 3 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

**15.09 Replies in Writing**

Replies to grievances will be in writing at all stages.

**15.10 Failure to Act Within Time Limits**

Time limits fixed in the grievance procedures may be extended only by written, mutual consent of the parties.

**15.11 Definition of Working Days**

"Working day" as used in the Grievance and Arbitration procedures will mean a day other than Saturday, Sunday, or a recognized holiday under this Agreement.

## **ARTICLE 16 – ARBITRATION PROCEDURE**

### **16.01 Referral to Arbitration**

Either party may provide written notification of advancing the grievance to Arbitration within twenty (20) working days, after exhausting the grievance procedure.

When providing the notice to arbitrate, the party will provide a suggested list of arbitrators. Within ten (10) working days of receipt, the other party will respond to the list of proposed arbitrators.

The parties agree that a single arbitrator will be utilized. Such single arbitrator is to be agreed between the parties, or failing agreement, appointed by the Ministry of Labour.

If the parties agree, the matter may be referred to a Board of Arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the arbitration board. The two appointees shall, within ten (10) working days of the appointment of the second appointee, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Ministry of Labour of Ontario upon the request of either party.

#### Decision of the Arbitrator or Arbitration Board

The decision of the Single Arbitrator or Arbitration Board, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any Employee affected by it.

#### Powers of Arbitrator or Arbitration Board

The Single Arbitrator or Arbitration Board, by its decision, shall not alter, amend, annul, or add to any part of this Agreement. However, the Single Arbitrator or Arbitration Board will have the authority to substitute such other penalty for the discharge or discipline deemed just and reasonable in all circumstances.

Further, the Arbitration Board is not authorized to deal with any matter not covered by this Agreement.

No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

### **16.02 Payment for Single Arbitrator/Board of Arbitration**

Each of the parties hereto will jointly bear equally the expense of a single Arbitrator, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

If a Board of Arbitration is utilized, each party shall bear the expense of its own appointee, and the expenses of the Chair shared equally by the two (2) parties.

### 16.03 Time Limits

The time limits mentioned in this Article may only be extended by mutual agreement of the parties.

## **ARTICLE 17 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS**

### 17.01 Disciplinary Action

Any letter of reprimand, suspension, or other form of discipline of an Employee will be removed from their personnel file and will not be used at any time after eighteen (18) months following such suspension or disciplinary action provided that the Employee does not receive further discipline during that period. It is agreed that absences in excess of thirty consecutive calendar (30) days will not count towards the eighteen (18) months of discipline free employment.

### 17.02 Access to Personnel File

Upon request, an Employee will have the right during normal business hours to have access to a copy of and review their personnel file. The Employee is entitled to receive a copy of the file if requested.

An Employee will have the right to respond in writing to any document contained therein. Such a reply will become part of the permanent record.

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

### 17.03 Discipline Procedure

When an Employee is disciplined, the Employee and the Union will be advised promptly, in writing by the Employer as to the reason for such discipline. Any grievance resulting from the discipline will be filed at Step 3, in accordance with the time limits set out under the Grievance Procedure.

## **ARTICLE 18 – HEALTH AND SAFETY**

### 18.01 Health & Safety

- a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.
- b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the *Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards.
- c) The Joint Health and Safety Committee shall have one (1) CUPE representative selected or appointed by the Union, and the Union representative shall be certified

during paid work time and the Employer will cover the cost of the certification training.

- d) The JHSC shall meet at the frequency specified in the Act, and as per the Act, the committee shall meet at least once every three (3) months and shall maintain minutes of all meetings to be distributed to all members and posted in the workplace. The need to meet more frequently will be discussed with and agreed upon by the JHSC. The JHSC will have access to physical or virtual meeting locations as appropriate.
- e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all health and safety requirements.
- f) The Employer will provide the Committee with reports on hazards, and incidents, as well as any other information the Act requires the Employer to share to enable the Committee to fulfill its functions.
- g) Joint Health & Safety Committee members will be considered to be at work while attending Committee meetings and/or carrying out their duties and will be paid at their regular rate of pay. The Employee shall be entitled to such time from work as is necessary to attend scheduled meetings.

#### **ARTICLE 19 –TECHNOLOGICAL CHANGES**

19.01 Where the Employer introduces or intends to introduce a substantial technological change that changes the terms and conditions of employment of members of the bargaining unit, the Employer shall meet with the Union at least forty-five (45) days prior to implementing this change, to discuss training for impacted members.

#### **ARTICLE 20 – PAID HOLIDAYS**

20.01 The Employer recognizes the following eleven (11) paid holidays and any other day proclaimed as a public holiday by the Government of Ontario:

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

20.02 In addition to the above noted holidays, full-time Employees shall be entitled to two (2) float days per calendar year, prorated for partial years of service.

20.03 Whenever any of the above holidays fall on a Saturday or Sunday, the Employer will designate an alternate day as the holiday for the purpose of this Agreement.

20.04 Employees who are required or authorized to work on a paid holiday will have the option to receive:

- a) Regular wages for all hours worked on the public holiday, plus a substitute day off work with public holiday pay, or
- b) Public holiday pay plus premium pay at one-and-one-half times (1.5x) of their regular hourly rate for all hours worked on the public holiday.

20.05 There will be no compounding or pyramiding of overtime and holiday premium pay for such hours worked.

20.06 In order to qualify for public holiday pay an Employee must meet the qualifying provisions set forth in the Employment Standards Act of Ontario as amended from time to time.

**ARTICLE 21 – VACATION WITH PAY**

21.01 Vacations with pay shall be granted to permanent full-time Employees in accordance with the following schedule and will be accrued on a monthly basis based on their continuous service in the bargaining unit, in accordance with the Collective Agreement:

Years of Service	Rate of Vacation Accrual per full month Worked	Equivalent Yearly Time Off, subject to Accrual
Less than 3 years	1.25 days	15 days
3 years but less than 9 years	1.66 days	20 days
9 years but less than 15 years	2.08 days	25 days
15 years or more	2.50 days	30 days

21.02 The vacation year is January to December. Vacations will be granted according to the operational requirements of the organization. Vacation is accrued on the basis of the chart in 21.01 above, however an Employee can use up to ten (10) days of vacation that has not yet been accrued within the same calendar year.

21.03 Should a paid holiday fall during an Employee’s vacation period, the vacation day shall be returned to their vacation balance.

21.04 It is also understood that where an Employee’s scheduled vacation is interrupted due to jury duty, the Employee shall be entitled to Jury Duty leave pursuant to this Agreement, and their scheduled vacation days for that period will be returned to their vacation balance.

21.05 Where an Employee’s scheduled vacation is interrupted due to bereavement leave, the Employee shall be entitled to bereavement leave in accordance with this Agreement, and their scheduled vacation days for that period will be returned to their vacation balance.

21.06 Employees may carry over up to ten (10) unused vacation days to the following calendar year, to be used by October 31st of the following calendar year. There will be no pay out of unused vacation days.

21.07 Employees shall not accrue vacation days if any one of the following conditions apply:

- a) If the Employee is absent from work due to illness and the absence extends beyond the short-term disability coverage;
- b) If the Employee is on layoff;
- c) When on an approved leave of absence without pay exceeding thirty (30) days;
- d) When on long-term disability;
- e) As otherwise stated in this Agreement

21.08 Where an Employee's employment ends, they will receive vacation pay for the number of vacation days accrued in their vacation balance as of their date of termination. If the Employee has taken vacation time not yet earned, the Employer will recover the overused amount from the Employee's final pay.

21.09 Permanent Part-time Employees will receive vacation pay on each pay and unpaid vacation time off in the following manner:

Years of Service	Rate of Vacation Accrual per full month Worked	Equivalent Yearly unpaid Time Off, subject to Accrual
Less than 3 years	6% vacation pay	3 Weeks
3 years but less than 9 years	8% vacation pay	4 Weeks
9 years but less than 15 years	10% vacation pay	5 Weeks
15 years or more	12% vacation pay	6 Weeks

Unpaid weeks for a part-time Employee, if converted to days, will be determined by the Employee's normal work in a week. For example, an Employee who normally works two days per week, would be entitled to 2 days off unpaid for each week.

## **ARTICLE 22 – SICK LEAVE**

22.01 In this section the word "month" shall mean a calendar month. All permanent full-time Employees absent from work due to a non-occupational illness or injury are eligible for sick leave with pay for up to seventeen (17) weeks. Either full salary or 70% salary will be paid as identified in the benefit periods below:

For permanent full-time Employees with less than three (3) months' service entitlement shall be one and one-half (1½) days' sick leave, with 70% pay, for each month of service (to a maximum of four and one-half (4½) days).

Length of Service	100% Regular Pay	70% Regular Pay
3 months, but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	6 weeks	11 weeks
6 years but less than 7 years	7 weeks	10 weeks
7 years but less than 8 years	8 weeks	9 weeks
8 years but less than 9 years	9 weeks	8 weeks
9 years but less than 10 years	10 weeks	7 weeks
10 years but less than 11 years	11 weeks	6 weeks
11 years but less than 12 years	12 weeks	5 weeks
12 years but less than 13 years	13 weeks	4 weeks
13 years but less than 14 years	14 weeks	3 weeks
14 years or more	17 weeks	Nil

- 22.02 a) The total seventeen (17) week sick leave benefit period is provided to an Employee only once each calendar year. If an Employee is away from the workplace due to illness/injury and returns to work before the seventeen (17) week sick leave benefit is exhausted and then is away from the workplace again due to illness/injury the Employee has the balance of remaining sick leave benefit entitlement for that calendar year.
- b) The total seventeen (17) week sick leave benefit period represents the short-term disability waiting period for Long-Term Disability (LTD) benefits, if an Employee is approved by the LTD carrier.
- 22.03 Incidental sick leave days are deducted from the total seventeen (17) week sick leave benefit period in each calendar year.
- 22.04 An Employee who is absent for more than five (5) consecutive business days due to disability must inform Human Resources immediately to discuss the process for applying for STD leave.
- 22.05 The Employee will have the option to utilize accrued paid credits to supplement their short-term disability benefit for an approved claim.
- 22.06 Determinations concerning eligibility for such Short-Term Disability benefits will be made by the benefits administrator. Any dispute arising from such determination shall be managed in accordance with the benefits administrator's process for appeal.
- 22.07 If the claim is approved, payment will begin effective the first day of absence and will be paid for the duration of the Short-Term Disability Leave approved by the benefits

administrator, based on the Employee's regular work week, up to a maximum leave of seventeen (17) weeks.

- 22.08 Employees are required to actively cooperate in the Short-Term Disability Leave application process and submit requested documentation within the timelines set out by the Employer and the benefits administrator. If an Employee willfully fails to meet the submission timelines, payment of such benefit may be suspended and/or recovered.
- 22.09 If an Employee commences sick leave benefits in one calendar year and remains on sick leave benefits over a change in calendar years the Employee must return to work and complete three (3) weeks of continuous full-time employment for the new calendar year sick benefits to apply.

#### **Independent Medical Examination**

- 22.10 The Employer may require the Employee to undergo an Independent Medical Examination (IME). Where the Employer requires an Employee to undergo an IME, the Employer will pay the cost.

### **ARTICLE 23 – LEAVES OF ABSENCE**

#### **23.01 ESA Leaves of Absence**

- a) All leaves of absence set out in the ESA, which are not included in the Collective Agreement shall apply to all Employees and will be granted in accordance with the *Employment Standards Act, 2000* as amended from time to time.
- b) When an Employee is off work on an approved leave of absence under the ESA, and the Employee opts to continue participation and pays their share (where applicable), the Employer will continue to pay its share of the premium payments for the benefit plans and pension in which the Employee is enrolled prior to the commencement of the leave for the duration of the ESA leave.

#### **23.02 Bereavement Leave**

- a) A permanent full-time Employee who notifies the Employer as soon as possible following a death in the immediate family of the Employee shall be granted time off as follows:
  - i. Up to five (5) consecutive calendar days without loss of their regular pay for their regularly scheduled hours, up to and including the day of the funeral or memorial service, for the death of their spouse, mother, father, child, brother, sister, step-mother, step-father, step-brother, step-sister, mother-in-law, father-in-law, step-son, step-daughter, foster child, foster parent.
  - ii. Up to three (3) consecutive calendar days without loss of their regular pay for their regularly scheduled hours, up to and including the day of the funeral or memorial service, for the death of their grandparent, grandchild,

son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-grandparent, step-grandchild, aunt, uncle, niece or nephew.

- b) For the purpose of this Article "spouse" includes common-law spouse, or same sex partner. Similarly, "in-law" and "step" relationships listed include such relatives of a common-law spouse or same sex partner.
- c) A permanent part-time Employee will be entitled to up to three (3) consecutive calendar days for bereavement, without loss of their regular pay for their regularly scheduled hours, up to and including the day of the funeral or memorial service.

### 23.03 Pregnancy & Parental Leave

#### Pregnancy Leave

- a) Employees who have been employed for at least thirteen (13) consecutive weeks are eligible for job-protected pregnancy leave, for up to seventeen (17) weeks of unpaid leave. This leave will be granted in accordance with the *Employment Standards Act, 2000* as amended from time to time.
- b) Eligible Employees must provide their Manager with notice of their request, in writing or electronically, and dates for this leave, at least two (2) weeks before the start of the leave. The notice period is waived in the event of pregnancy complications or premature birth however, written or electronic notice is still required.
- c) Employees must provide their Manager with at least four (4) weeks' notice before returning to work from leave. Employees returning from leave will return to their former position if it still remains or a comparable position.
- d) An Employee who resigns during or at the end of their Pregnancy Leave must provide their Manager with at least four (4) weeks' notice in writing or electronically.
- e) An Employee who has a miscarriage or stillbirth within the seventeen (17) week period preceding the due date, the Employee is eligible for pregnancy leave. The latest date for commencing the leave in that case is the date of the miscarriage or stillbirth. This leave will be granted in accordance with the *Employment Standards Act, 2000* as amended from time to time.
- f) Employees on pregnancy leave will continue to accrue seniority and service for service-related benefit entitlements.
- g) When an Employee is off work on pregnancy leave, and the Employee opts to continue participation and pays their share (where applicable), the Employer will continue to pay its share of the premium payments for the benefit plans and pension in which the Employee is enrolled prior to the commencement of the leave.

#### Parental, Adoption or Primary Caregiver Leave

- a) Employees who have been employed for at least thirteen (13) consecutive weeks are eligible for job-protected leave.
- b) Employees who have taken Pregnancy Leave, are eligible to take up to sixty-one (61) weeks of unpaid leave. Eligible Employees who do not take Pregnancy Leave and all other new parents can take up to sixty-three (63) weeks of unpaid Parental Leave. This leave will be granted in accordance with the *Employment Standards Acts, 2000* as amended from time to time.
- c) Employees who have taken Pregnancy Leave must begin their Parental, Adoption or Primary Caregiver Leave when their Pregnancy Leave ends. This leave must be taken all at once.
- d) Employees who have not taken a Pregnancy Leave must begin their Parental Leave no later than seventy-eight (78) weeks after the birth or after the Child first comes into their custody, care or control.
- e) Employees must provide their Manager notice of request, in writing or electronically, and dates for this leave at least two (2) weeks before the start of the leave.
- f) Employees must provide their Manager at least four (4) weeks' notice before returning to work from leave. Employees returning from leave will return to their former position if it still remains or a comparable position.
- g) An Employee who resigns during or at the end of their Parental, Adoption or Primary Caregiver Leave, must provide their Manager at least four (4) weeks of written or electronic notice.
- h) Employees on Parental, Adoption or Primary Caregiver Leave will continue to accrue seniority and service for service-related benefit entitlements.
- i) When an Employee is off work on Parental, Adoption or Primary Caregiver Leave, and the Employee opts to continue participation and pays their share (where applicable), the Employer will continue to pay its share of the premium payments for the benefit plans and pension in which the Employee is enrolled prior to the commencement of the leave.

#### 23.04 Supplemental Unemployment Benefit (SUB)

- a) All Permanent Full-Time and Permanent Part-Time Employees are eligible for the SUB Top-up if they meet the following criteria:
  - i. have completed at least thirteen (13) weeks of continuous employment with Ontario Health immediately prior to their Pregnancy and/or Parental, Adoption or Caregiver Leave; and

- ii. have applied to and are in receipt of Employment Insurance (EI) Benefits with respect to their Pregnancy and/or Parental, Adoption or Caregiver Leave.
- b) If an Employee is denied EI benefits with respect to their Pregnancy and/or Parental, Adoption or Caregiver Leave, they will not be eligible to receive the SUB Top-up.
- c) Eligible Employees on Pregnancy Leave and/or Parental, Adoption or Primary Caregiver Leave will receive payment equivalent to the difference between 85% of their regular weekly salary and the sum of their EI Benefits.
- d) Eligible Employees on Pregnancy Leave will receive the SUB Top-up for a maximum of fifteen (15) weeks.
- e) Eligible Employees on Parental, Adoption, or Caregiver Leave will receive the SUB Top-up for a maximum of ten (10) weeks.
- f) Employees must submit a copy of their EI Statement Claim to Payroll confirming their EI Benefits amount. The Employer will not process the SUB Top-up until this document has been received. The SUB Top-up is paid through Payroll and is subject to all taxes and applicable deductions.
- g) Where an Employee elects to receive Parental Leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the Employee elected to receive parental benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

#### 23.05 Unpaid Personal Leave

The Employer may grant, subject to operational requirements, an unpaid Personal Leave of absence to Employees who have exhausted all other paid credits, provided that reasonable advance notice is given in writing. Such leave will not be unreasonably denied.

During such leaves Employees may elect to continue participating in the group benefit plans and the pension plan to the extent permitted by that plan for a maximum period of twelve (12) months, if they pay 100% of the premium costs of the benefit coverage (i.e. both the Employer and Employee portions of the premium costs) before commencing the leave.

#### 23.06 Personal Days

Employees will have three (3) Personal Days per year. The Personal Days will be pro-rated for new hires and those absent on unpaid leaves. Personal Days can be used for any personal matters related to an emergency, medical appointments, dependent care, additional bereavement days, religion and/or creed, upon providing reasonable notice to and receiving approval from their supervisor.

Employees should provide their supervisor with as much advance notice as possible of their request in order to provide the supervisor with adequate time to assess and plan for the request. If advance notice is not feasible, the Employee should notify their supervisor as soon as possible. Any changes or postponements to an Employee's request must be approved by the Employee's supervisor.

Personal Days cannot be carried over and will not be paid out at the end of the calendar year if not used. Any unused days will be forfeited. There will be no payment for unused Personal Days if an Employee's employment ends either voluntarily, involuntarily or due to retirement.

#### 23.07 Union Business

- a) Leaves of absence without pay for the purpose of attending Union conventions, Union educational seminars, or Union committees may be granted upon written request by the Union to the Employer at least two (2) weeks in advance of the start of such leave. Such leave will be granted to not more than two (2) Employees at any one time.
- b) Leave of absence without pay and with accumulation of seniority shall be granted, upon request to the Employer, by the Union, for the purpose of allowing two (2) Employees elected or appointed to represent the Union at the National Convention.
- c) Leave of absence without pay shall be granted to Employees to attend Executive and Committee meetings of CUPE. The total number of days for these purposes shall not exceed an aggregate of twelve (12) working days in a calendar year. Such leaves will be granted subject to staffing and/or client needs but shall not be unreasonably denied.
- d) The Employer will continue to pay the Employee provided the Employee has been scheduled to work, when on approved leave of absence for Union business in accordance with (a), (b) and (c) above. The Employer will bill the Union in order to recover the cost of the Employee's salary and benefits during the period of such Union leave of absence. Such billing shall be done within forty-five (45) days of the month end following the Employee's return to work and the Union will forward payment within forty-five (45) days of receipt of the bill.
- e) The aggregate total of all Union leave days as set out above shall not exceed sixty (60) days in a calendar year.
- f) An Employee who is elected or selected for a full-time position with the Union, must apply in writing for, and shall be granted by the Employer, a leave of absence without loss of seniority and will continue to accrue as per article 12.03. The total consecutive years of leave shall not exceed two (2) years. The Employer will maintain salary, benefits, and pension during the leave. The Union will reimburse the Employer for the receipt for such pay, benefits and pension. The Employee

shall be reinstated to their former position, unless the position has been discontinued in which case, they shall be given a comparable job.

#### 23.08 Education Leave

- a) Leave of absence, without pay, for the purpose of education directly related to the Employee's employment with the Employer may be granted on written application by the Employee to their Manager and Human Resources. Requests for such leave will not be unreasonably denied.
- b) A permanent full-time or permanent part-time Employee may request a leave of absence without loss of pay from their regularly scheduled working hours for the purposes of writing any examinations in any recognized course, provided approval from the Manager for such paid time off has been received at least two (2) weeks prior to the date of the examination. Approval will be based on the Employer's assessment of the need for the education in relation to the Employee's job duties.
- c) Leave of absence without loss of pay from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the Employee's employment with the Employer, may be granted at the discretion of the Employer upon written application by the Employee to their Manager and Human Resources. Registration fees and reasonable expenses for such meetings may be paid by the Employer at the discretion of the Employer.

#### 23.09 Jury Duty/ Witness Leave

- i. Employees covered by this Agreement shall be granted job-protected leave with pay if they are called to serve as jurors or witnesses in civil or criminal cases.
- ii. Employees will receive their regular pay for all normal hours they would have worked, exclusive of overtime and other forms of premium pay. Seniority will accrue during such leave.
- iii. Employees must provide their Manager with as much notice as possible of their leave, in writing or electronically, and submit a copy of the summons or subpoena before attending court.
- iv. On the completion of such service, Employees granted paid leave for jury duty or witness duty will remit any compensation received from the courts to the Finance Department (less expenses incurred as indicated by the court). This does not include amounts paid for meal or travel.

### **ARTICLE 24 – MILEAGE AND PARKING**

- 24.01 All Employees who are required to drive their own vehicle while performing duties on behalf of the Employer shall be reimbursed for the use of their vehicle at the rate of fifty cents (\$0.50) per km.

24.02 Administration for reimbursement for all eligible expenses pertaining to travel, parking, meals and accommodations will be administered in accordance with the Employer's Travel, Meal and Hospitality policy and procedures as amended from time to time.

## **ARTICLE 25 – BENEFITS**

### **25.01 Administration**

- a) Permanent full-time Employees, and permanent part-time Employees who work at least 60% of a full-time equivalent will be offered enrollment in benefit plan in accordance with its terms and conditions.
- b) The Employer's sole obligation for health and welfare benefits shall be to pay its share of the billed premium costs for all participating eligible Employees in the active employ of the Employer, subject to the respective terms and conditions, including any enrolment requirements, of the benefit plan.
- c) It is understood that the Employer may at any time substitute another carrier for any Insurance Plan with a minimum of sixty (60) calendar days' notice, provided that the overall total package of benefits remains substantially similar to those in effect at the time of the change.
- d) The Employer shall provide each participating Employee access to a booklet outlining the details of the benefits provided.

### **25.02 Benefit Plan Summary**

Below is intended as a general summary of eligibility and coverage; Employees shall refer to the Benefit Plan Booklet for full details of the plan.

The Employer agrees to pay 100% of the billed premiums toward Employee/family coverage (dependent means spouse, legal or common-law, unmarried children under age 21, or under age 26 if they are full-time students, and children incapable of supporting themselves because of physical or mental disorder without age limit if the disorder begins before they turn 21) of Employees in the active employ of the Employer.

#### **Hospitalization**

The Employer agrees to pay 100% of the billed premiums toward semi-private Hospital coverage.

#### **Extended Health Care**

The Employer agrees to contribute 100% of the billed premium for Extended Health Care Benefits, including, but not limited to the following:

- (a) Ontario Health Insurance Plan or equivalent successor plan;
- (b) Drug Plan with prescription no deductible to the Employee; 90% until \$10,000 of covered expenses incurred in a calendar year, and 100% for the remainder of the calendar year

- (c) Vision Care – Eye exams: \$100.00 per person every twenty-four (24) months; eye glasses/contact lenses/laser eye surgery \$400 every twenty-four (24) months
- (d) Hearing aids of \$2,500.00 every five (5) years
- (e) Out-of-Country Emergency Care
- (f) Orthotic Shoes one pair to a maximum of \$500 per calendar year
- (g) Orthotic appliances- one pair to a maximum of \$500.00 per calendar year
- (h) Private duty Nursing- \$10,000 for maximum of twelve (12) months per condition
- (i) Smoking Cessation- \$1,000 per calendar year
- (j) Gender affirmation coverage of \$25,000 per lifetime
- (k) Paramedical coverage at 80% for:
  - \$1,400 per calendar year combined per person: acupuncture, athletic therapy, occupational therapy, physiotherapy, dietician
  - \$3,000 per calendar year combined per person: family therapy, marriage counselling, psychology, social work, psychotherapy
  - \$1,400 per calendar year per person for speech therapy
  - \$750 per calendar year per person for: chiropodist, chiropractor, massage therapy, naturopathy, osteopathy, podiatry

### **Dental Plan**

The Employer agrees to contribute 100% of the billed premium for a dental plan based on current minus one (1) year Ontario Dental Association rates, including but not limited to, the following minimum coverage:

1. Basic services at 100% per eligibility and plan maximums.
2. Major restorative services at 50% reimbursement to include dentures, crown, crown restoration and repair, and bridges to a maximum of \$2,500.00 per calendar year combined with basic services.
3. Orthodontic coverage – 50% reimbursement; \$3,000 lifetime for dependent children ages 6-18.

### **Group Life Insurance**

A Group Life Insurance Plan under which the life of each Employee who is covered by this Agreement will be insured to the extent of 200% of their annual salary.

### **Optional Life Insurance**

An Employee-paid optional Life Insurance plan under which the life of each Employee who is covered by the Agreement will be insured to the extent of 300% of their annual salary; and their spouse up to \$300,000. Evidence of Insurability (EOI) required for any optional Life Insurance applied for outside of initial enrolment and life event changes and for optional spousal Life Insurance beyond \$50,000.

### **Optional Critical Illness**

An Employee-paid Critical Illness plan available in \$10,000 units to a maximum of \$200,000, for Employee or spouse, subject to approval of evidence of insurability.

### **Accidental Death and Dismemberment**

The Employer agrees to pay 100% of the billed premiums toward Accidental Death and Dismemberment coverage.

### **Long-Term Disability Plan**

The Employer agrees to pay 100% of the billed premiums towards coverage under a Long-Term Disability Plan for permanent Employees of 60% FTE or greater.

The plan provides for all permanent full-time Employees, and permanent part-time Employees of 60% FTE or above, who have completed their probationary period, to be eligible to apply for a long term disability benefit after a qualifying period of seventeen (17) weeks of continuous disability; the Employee will be eligible for long term disability payment in the amount of sixty-six and two thirds percent (66 2/3 %) of their monthly earnings.

The Employer will continue to pay group benefit premiums for Employees on Long-Term Disability for twenty-four (24) months.

### **Healthcare Spending Account or Wellness Account**

The plan member will have the option, on an annual basis, to elect a Healthcare Spending Account or a taxable Wellness Spending Account in the amount of \$500. The Employer reserves the right to assess on an annual basis the continuation of this offering.

## **ARTICLE 26 – PENSION**

- 26.01 The Pension Plan is the Healthcare of Ontario Pension Plan (HOOPP). All permanent full-time Employees will participate in the pension plan in accordance with the terms and conditions of that Plan.
- 26.02 Permanent part-time, and temporary fixed-term Employees will be given the option of joining the pension plan in accordance with the terms and conditions of the Plan.

## **ARTICLE 27 – SALARY ADMINISTRATION**

27.01 The rates of pay applicable to bargaining unit Employees will be set out in the wage grids set out in Schedule A.

27.02 Permanent full-time Employees will progress through the applicable wage grids on their anniversary date in accordance with their length of service in the job classification.

27.03 Permanent part-time Employees will progress through the wage grid based on their accumulation of hours worked in the job classification, on the basis of one thousand eight hundred and twenty (1820) hours' service equals one (1) year of service.

27.04 Experience Pay

An individual hired into the bargaining unit with related and relevant experience in a similar job may be credited with one (1) step on the wage grid for each year of experience deemed relevant by the Employer. The individual will not be placed higher than the second highest step on the band regardless of experience.

27.05 Retroactivity

Retroactive payments will be made within forty-five (45) days from the date of ratification, or on the next regular pay date following such forty-five (45) day period, to current bargaining unit members, current employees of Ontario Health who were members of the bargaining unit during the terms between April 1<sup>st</sup> 2021 to the date of ratification, and all former bargaining unit employees shall be sent notice by the Employer to their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

**ARTICLE 28 – TERM OF AGREEMENT**

**28.01 Agreement Term**

The term of this Agreement will be from April 1, 2021 to March 31, 2026 and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date. Within sixty (60) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for the renewal or a revision to the Agreement, and both parties shall thereupon enter such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

Dated this   10   \_\_\_\_\_(date), of        October       (month), 2025

For the Union:

*Martha Dumont*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer:

*Joshua Smith*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

## SCHEDULE A – WAGES

### West Region Wage Grid

<b>Group 1</b>			
Classification	Level	New Grid Following Ratification (2024)	1-Apr-25
Administrative Assistant	Level 1	\$26.11	\$26.63
	Level 2	\$26.92	\$27.46
	Level 3	\$27.75	\$28.31
	Level 4	\$28.61	\$29.18
	Level 5	\$29.49	\$30.08
	Level 6	\$30.41	\$31.01
<b>Group 2</b>			
Classification	Level	New Grid Following Ratification (2024)	1-Apr-25
Health Systems Coordinator	Level 1	\$29.17	\$29.76
	Level 2	\$30.08	\$30.68
	Level 3	\$31.01	\$31.63
	Level 4	\$31.96	\$32.60
	Level 5	\$32.95	\$33.61
	Level 6	\$33.97	\$34.65
<b>Group 3</b>			
Classification	Level	New Grid Following Ratification (2024)	1-Apr-25
Decision Support Analyst Performance Analyst Business Intelligence and Support Specialist Analyst, Performance & Accountability	Level 1	\$38.62	\$39.39
	Level 2	\$39.81	\$40.61
	Level 3	\$41.05	\$41.87
	Level 4	\$42.32	\$43.16
	Level 5	\$43.62	\$44.50
	Level 6	\$44.97	\$45.87
<b>Group 4</b>			
Classification	Level	New Grid Following Ratification (2024)	1-Apr-25
Epidemiologist	Level 1	\$49.75	\$50.75
	Level 2	\$51.29	\$52.32
	Level 3	\$52.88	\$53.93
	Level 4	\$54.51	\$55.60
	Level 5	\$56.20	\$57.32
	Level 6	\$57.94	\$59.09

<b>Group 5</b>			
<b>Classification</b>	<b>Level</b>	<b>New Grid Following Ratification (2024)</b>	<b>1-Apr-25</b>
Planner Project Manager Change Manager French Language Services Planner French Language Services Lead	Level 1	\$46.16	\$47.09
	Level 2	\$47.59	\$48.54
	Level 3	\$49.06	\$50.04
	Level 4	\$50.58	\$51.59
	Level 5	\$52.14	\$53.19
	Level 6	\$53.76	\$54.83
<b>Group 6</b>			
<b>Classification</b>	<b>Level</b>	<b>New Grid Following Ratification (2024)</b>	<b>1-Apr-25</b>
Program Outreach Officer	Level 1	\$41.25	\$42.07
	Level 2	\$42.53	\$43.38
	Level 3	\$43.84	\$44.72
	Level 4	\$45.20	\$46.10
	Level 5	\$46.59	\$47.53
	Level 6	\$48.04	\$49.00
<b>Group 7</b>			
<b>Classification</b>	<b>Level</b>	<b>New Grid Following Ratification (2024)</b>	<b>1-Apr-25</b>
Digital Health Coach Quality Improvement Coach Program Facilitator Health Links Coach	Level 1	\$53.76	\$54.83
	Level 2	\$55.42	\$56.53
	Level 3	\$57.13	\$58.27
	Level 4	\$58.90	\$60.08
	Level 5	\$60.72	\$61.94
	Level 6	\$62.60	\$63.85
<b>Group 8</b>			
<b>Classification</b>	<b>Level</b>	<b>New Grid Following Ratification (2024)</b>	<b>1-Apr-25</b>
Performance & Evaluation Advisor Data Analyst	Level 1	\$49.45	\$50.44
	Level 2	\$50.98	\$52.00
	Level 3	\$52.56	\$53.61
	Level 4	\$54.18	\$55.27
	Level 5	\$55.86	\$56.98
	Level 6	\$57.59	\$58.74

## **LETTER OF UNDERSTANDING – PAY EQUITY**

The Employer and Union agree to meet and discuss obligations under the Pay Equity Act, within one hundred and eighty (180) days of signing this Agreement.

## **LETTER OF UNDERSTANDING – LEGACY BANKED SICK DAYS**

Employees who, at the time of ratification, have a balance of previously accumulated/banked sick days from a legacy policy/collective agreement will continue to have that balance available to them to draw from. Employees must first draw from their Legacy Banked Sick Days for any time away from work for incidental illness and/or Short-Term Disability Leave.

Once an Employee has exhausted all of their Legacy Banked Sick Days, the previously accumulated bank will be discontinued and they will use the Sick Leave benefits afforded to them under this Collective Agreement. There will be no ongoing banking of sick days, and if an Employee's employment ends, the balance will not be paid out.

## **LETTER OF UNDERSTANDING**

The parties agree to negotiate the two (2) collective agreements (East and West) concurrently in the next round of bargaining.

## LETTER OF UNDERSTANDING

### RE: GRANDPARENTING OF JENNIFER THOMPSON AND ALEXA ATTARD AS MEMBERS OF BARGAINING UNIT WHILE EMPLOYED IN THEIR CURRENT "EXECUTIVE ASSISTANT" POSITIONS

It is agreed that Jennifer Thompson and Alexa Attard, currently employed as Executive Assistants and who were covered by what was the CUPE-South West LHIN collective agreement to which Ontario Health became bound on April 1, 2021 as a result of the transfer of the LHIN health system planning and funding responsibilities to Ontario Health, shall maintain their "Executive Assistant" title while employed in their current positions and be members of the bargaining unit, notwithstanding that the position of Executive Assistant is not included in the bargaining unit. At such time that Jennifer Thompson or Alexa Attard vacate their current positions (for example, they move to a different position within Ontario Health, their employment with Ontario Health ends, etc.), their current positions shall be posted as Administrative Assistants within the bargaining unit.

The parties agree that the general wage increases provided under this Collective Agreement will apply to these two (2) incumbents in the same fashion and further agree that their wages will be administered in accordance with the following schedule while they remain in their current positions.

	New Grid Following Ratification (2024)	1-Apr-25
Step 1	\$36.29	\$37.02
Step 2	\$37.41	\$38.16
Step 3	\$38.57	\$39.34
Step 4	\$39.76	\$40.56
Step 5	\$40.99	\$41.81
Step 6	\$42.26	\$43.11

## **LETTER OF UNDERSTANDING – LEGACY HOURS OF WORK (37.5)**

Whereas the Parties have agreed to standardize full-time hours of work at thirty-five (35) hours per week, the normal average weekly hours of work of Employees included in the former Erie St. Clair bargaining unit (2018) whose regular hours were thirty-seven and a half (37.5) hours per week will remain at thirty-seven and a half (37.5) hours per week while the Employee remains in the same position.

For greater clarity, all future permanent and temporary positions within the bargaining unit will be posted as thirty-five (35) hours per week.

The Employees covered by this LOU are listed below:

- Marthe Dumont
- Osam Ali
- Clifford Ekwempe Ekwempe
- Mohamed Soliman