COLLECTIVE AGREEMENT

between

CAREFOR HEALTH AND COMMUNITY SERVICES AT OTTAWA INNER CITY HEALTH INC.
(hereinafter referred to as the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5148
(hereinafter referred to as the “Union”)

CUPE·SCFP
On the front line • Au cœur de l'action

May 25, 2022 to May 24, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the Union; to provide for the prompt settlement of disputes; and to establish and maintain mutually acceptable working conditions, hours of work and compensation for all Union members who provide services at Ottawa Inner City Health (OICH).

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 3 - RECOGNITION AND REPRESENTATION

3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent of all employees employed by Carefor Health & Community Services at Ottawa Inner City Health Inc., in the City of Ottawa, Ontario save and except paramedical employees, Nurse Practitioners, RN's, RPN's, office and clerical staff, supervisors and persons above the rank of supervisor and anyone covered by a subsisting Collective Agreement.

3.02 The Employer recognizes that from time to time, the Union members may require the assistance of representatives/advisors for the Canadian Union of Public Employees when dealing with grievances, during negotiations or matters arising from the Collective Agreement. Such representative(s)/advisors(s), with prior notice given to Management, shall have access to the Employer's premises in order to deal with such matters. The Employer shall also have rights for outside representation when dealing with grievances, negotiations or such matters.

3.03 Work of the Bargaining Unit

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

3.04 Definitions of Employees

(a) Full-Time Employee

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

(b) Regular Part-Time (RPT) Employee

An employee who is employed on a regular part-time (RPT) basis and is regularly scheduled to work less than the normal hours of work as defined in this Collective Agreement.

(c) Casual Employee

An employee who is employed on an irregular basis.

(d) Term Employee

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

A term employee may also be hired to perform a special non-recurring task, which will last no longer than twelve (12) months. This time may be extended a further six (6) months on mutual agreement of the Union, employee, and Employer.

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

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

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

ARTICLE 4 - HARASSMENT AND EMPLOYMENT EQUITY

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

The Employer and the Union agree that there shall be no discrimination or harassment against any employee and/or potential employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (gender), age, (record of offences) which are not work related, marital status, family status and number of dependents, sexual orientation, political affiliation, membership in the Union, disability or any other factor which is not pertinent to the employment relationship.

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

Workplace harassment may include:

i) Harassment of an employee on a prohibited ground as per Article 4.01

ii) "Personal" harassment which involves unwelcome behaviour that demeans or embarrasses an employee, but is not based on the above prohibited grounds.

iii) Sexual harassment includes jokes, innuendos and practical jokes of a sexual nature which cause embarrassment, or awkwardness; derogatory or degrading remarks directed towards members of one sex or one sexual

preference group; displaying sexual offensive material; leering; sexual suggestive gestures; unnecessary physical contact such as touching, patting or pinching; repeated offensive sexual flirtations; advances; propositions; coercion and sexual assault. Sexual advances or solicitation, made by an individual who is in a position to grant or deny a benefit to another, constitutes sexual harassment. These advances may be accompanied by threats of reprisal or promises of benefits, made to coerce the recipient into granting sexual favours.

iv) A "poisoned" environment is one in which insulting or degrading comments or actions, based on an excluded ground, have had an adverse effect on the way in which one or more employees are treated by others. A poisoned environment can be based on subjective experiences and/or objective facts. It can also be independently observed and can have an impact on a third party.

4.03 Harassment of any employee is recognized as a form of discrimination and may be the subject of a grievance using the procedures set out in Article 10 of this Agreement. The steps outlined in the procedures on workplace harassment shall be used in addressing a claim of workplace harassment. Both the complainant and the respondent have the right to be accompanied by someone with whom they feel comfortable during any interviews or meetings. This person may be a Union official or a colleague.

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

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

ARTICLE 5 - UNION DUES

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

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

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

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

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

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

The list will indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive twice (2) per year, in April and October.

ARTICLE 6 - UNION ORIENTATION

6.01 The Employer agrees that an officer of the Union or employee representative shall be allowed a fifteen (15) minute period during working hours without loss of pay to orient newly hired employees within the first thirty (30) days of employment. The Employer will notify the National Union Representative, Local President, Vice President, and Treasurer within seven (7) days of all new hires. The Union representative(s) and the Supervisor will schedule the new employee's orientation.

ARTICLE 7 - CORRESPONDENCE

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

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE

8.01 A Labour-Management Committee shall be established consisting of an equal number of representatives of each party as mutually agreed up to a maximum of two (2) representatives for each party. This committee shall set forth its mutually agreeable Terms of Reference. The CUPE National Representative may attend such meetings.

8.02 Meetings of this Committee shall be held every three (3) months provided that there are items on the agenda for discussion or at the request of either party at a mutually agreeable time and place. A request for a meeting will be indicated by one (1) letter or note from either party to the other party containing an agenda of subjects to be discussed. Agenda items to be discussed shall be exchanged in writing prior to the meeting.

8.03 An employee attending a meeting called by the Employer shall be paid at their regular hourly rate for all time spent at such meetings. Preparation time is expected to be done during non-working hours.

8.04 An Employer and a Union Representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

8.05 The Committee shall maintain minutes of all meetings and these shall be signed by the Joint Chairpersons as promptly as possible after each meeting. Minute taking will be a joint responsibility between the Employer and Union. Minutes and the next meeting agenda will be distributed to members by the Recorder usually no later than one (1) week prior to the next scheduled meeting. Copies will be given to the Employer and the Union and a copy of the approved minutes shall be posted by the Recorder.

8.06 The parties agree that matters of mutual concern and interest are topics for discussion at this Committee and will not include matters that are properly the subject of a grievance or negotiations for amendment or renewal of this Collective Agreement.

8.07 The Committee shall not supersede the activities of any other Committee of the Local or of the Employer and does not have the power to bind either the Local or its members or the Employer to make any decisions or conclusions

reached in their discussions. The Committee shall have the power to make recommendations to the Local and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - UNION OFFICERS AND COMMITTEES

9.01 Union Bargaining Committee

A Bargaining Committee of the Union shall be elected and consist of not more than two (2) members of the bargaining unit. The Union will advise the Employer of its committee members and all other members of the Executive. The Employer will advise the Union of its appointees to act on its behalf. An employee who is a member of the bargaining committee shall suffer no loss of regular pay for time spent at negotiation meetings with the Employer. Meetings shall be scheduled at a time agreed to by management and the Union to a maximum of two (2) paid days for each one year term of the Collective Agreement (e.g. 3 year term provides for up to six (6) days).

9.02 Union Officers and Stewards

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

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

9.04 Preparation time

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

ARTICLE 10 - GRIEVANCE PROCEDURE

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

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

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

Complaint Process

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

Step 1 – Filing a Grievance

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

It is understood and agreed that a National Representative of the Union may attend the meeting and the grievor will be present at the meeting. The decision of the Employer shall be delivered in writing within ten (10) calendar days following the date of such meeting. A copy of the grievance reply will be provided to the National Representative of the Union.

Step 2 – Elevating a Grievance

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

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

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

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

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

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

Individual Grievance

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

Group Grievance

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

Policy Grievance

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

10.04 No grievance shall be deemed to be lost/won due to minor technical irregularities.

10.05 The time limits specified in the Grievance and/or Arbitration Procedure may be altered upon mutual agreement of the parties to this Collective Agreement in writing.

10.06 With mutual agreement of both parties, the unresolved grievance once having followed the steps of the grievance procedures in this Article may be referred to a Mediator. The cost of such Mediator will be shared between both parties. Should an arbitration hearing become inevitable, the parties agree to meet at least once more prior to the scheduled hearing date to attempt to resolve the matter. If the matter is still unresolved, then the parties may agree to a Statement of Facts prior to the hearing.

ARTICLE 11 - ARBITRATION

11.01 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee, as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

11.02 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance save and except the appointment of a Mediator/Arbitrator pursuant to the *Ontario Labour Relations Act.*

11.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

11.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

11.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

11.06 The Employer shall not be required to pay Union Representatives on the Grievance Committee or the grievor for time spent at arbitration hearings. Each party shall pay its own expenses for its nominee and witness and the fees and expenses of the Arbitrator shall be borne equally by both parties.

11.07 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge and Discipline Procedure

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

(a) reasons which are arbitrary, discriminatory or in bad faith;

(b) exercising a right under this Agreement.

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

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

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

Progressive Discipline Procedure

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

12.02 Right To Have A Steward Present

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

12.03 A disciplinary record of a verbal or written warning of an employee should not be used against them after twelve (12) months from the date thereof, and will be physically removed, providing there has been no recurrence of a similar offence.

12.04 Personnel Records

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

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

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

ARTICLE 13 - SENIORITY

13.01 Seniority for full-time employees shall be defined as length of continuous service in the Bargaining Unit with the Employer since the date of last hire, which is based on 2080 hours, which equals one (1) year. Seniority for regular part-time (RPT) and casual employees shall be based on paid hours accumulated in the bargaining unit since the last date of hire in the bargaining unit and 2080 working hours equals one (1) year of service. A regular part-time (RPT) or casual employee may not accumulate more than 2080 hours in a twelve (12) month period.

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

13.02 The Employer shall maintain separate seniority lists for full-time and regular part-time (RPT) staff showing the current classification and seniority date for all employees. Seniority will be posted in terms of years of service. An accurate seniority list shall be maintained by the Employer. Copies will be provided to the Union in the months of April, and October in accordance with Article 19.04, or whenever the need arises to have an up-to-date list available, e.g. due to layoffs etc. Members will have a maximum of 60 days to challenge the accuracy of the data. Failing any challenges or any change that may be needed as identified during the 60 days, the seniority list will be deemed accurate.

13.03 The probationary period for full-time employees shall be six (6) months worked from date of last hire. Regular part-time (RPT) and casual employees shall be considered to be on probation for a period of six (6) calendar months. The probationary period may be extended with the mutual consent of all parties with the length of the extension specified in writing.

It is recognized that the probationary period is to allow the Employer in its discretion, to determine if such employee is capable of performing the position.

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

(a) when on an approved leave of absence with pay;

(b) when in receipt of approved paid sick leave.

(c) when in receipt of Workplace Safety and Insurance Board benefits for an injury sustained while in the employ of the Employer;

(d) when on pregnancy or parental leave in accordance with the *Ontario Employment Standards Act;*

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

(a) when on an approved leave of absence without pay.

(b) While in receipt of LTD benefits, for a period of up to thirty (30) consecutive months;

(c) for a period of layoff of less than twenty-four (24) months after layoff commenced;

(d) when in receipt of Workplace Safety Insurance Board benefits, under circumstances other than those mentioned in Article 13.04(c). Maximum period allowed being six (6) months.

13.06 Loss of Seniority

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

(a) is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and without providing a satisfactory reason(s) to the Employer;

(b) utilizes a leave of absence for a purpose(s) other than that for which it was granted;

(c) fails to report for work upon the expiration of a leave of absence, vacation or suspension, except under circumstances beyond the employee's control;

(d) fails, upon being notified of a recall, to signify their intention of returning to work within seven (7) working days of the notice of recall posted by Priority Post to the last known address on file with the Employer and fails to report to work within five (5) working days after they have received the notice of recall or such further period of time as may be agreed upon by the parties, except in circumstances beyond the employee's control;

(e) retires;

(f) after twenty-four (24) months on layoff;

(g) is absent from work due to illness or long-term disability for a period exceeding thirty (30) months, subject to the Ontario Human Rights Code.

(h) applies for and accepts a permanent position out of the bargaining unit.

(i) an employee resigns in writing and does not withdraw within two (2) working days.

(j) cancels four (4) scheduled assignments in any twelve (12) month period without permission from the Employer. Such permission shall not be unreasonably withheld. Without limiting the foregoing, an approved sick day/leave constitutes permission from the Employer. Cancellation refers to all qualified employees who have submitted their availability and have accepted shifts on the schedule, that later refuse or cancels the shift without permission from the Employer. Cancellation will not refer to calling in sick on a scheduled shift. Employees will be advised in writing when they have cancelled two (2) shifts, and again when three (3) shifts have been cancelled so they are made aware that another fourth (4^{th}) shift will be deemed as their final cancellation.

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

13.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If a full or regular part-time (RPT) employee accepts a temporary position with the Employer outside the bargaining unit, the employee's seniority shall be frozen and they shall not accumulate any

additional seniority while in the position outside the bargaining unit. The employee shall have the right to return to the position they held prior to the temporary assignment for up to six (6) months from the start date of the temporary assignment.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 When a vacancy occurs within this bargaining unit and the Employer determines to fill such vacancy or when the Employer determines to increase the number of employees within this bargaining unit, the Employer shall post notice of the vacancy at the Corporate Office for seven (7) calendar days and announce notice of the position by email (and any other recognized employee communication tool).

All internal vacancies shall be posted internally and externally concurrently. All internal applicants meeting the mandatory requirements for the position, shall be considered prior to external applicants.

For the purpose of permitting any member of the Bargaining Unit to make an application in writing thereto. Such notice shall contain information concerning the nature of the position, qualifications, skills, abilities, hours of work, and salary range.

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

14.03 Trial Procedure

The successful applicant shall be placed on trial for a period of ten (10) working days. Conditional on satisfactory service, the employee shall be declared permanent after the trial period of ten (10) working days. During that ten (10) working day trial period, if the applicant proves to be unsatisfactory in the position or wishes to be returned to their former position, they shall be returned to their former position, and wages/salary, without loss of seniority. The Applicant's original position shall not be reposted until after the trial has passed and they have been deemed the successful candidate.

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

(a) Vacancies of less than sixty (60) days may be covered by existing staff on the unit, by seniority. In the event that existing staff cannot cover the vacancy, it will be offered first to regular part-time then casual employees based on seniority provided that they have the skills and abilities to perform the duties of the position.

(b) Vacancies expected to be sixty (60) days or more would be posted and filled according to the provisions of the Collective Agreement.

(c) If the position cannot be filled internally, then the Employer may fill the position from outside the bargaining unit.

(d) Regular part-time (RPT) and casual employees assigned to temporary full-time employment through the application of this provision will maintain their regular part-time (RPT) status for the duration of the assignment.

(e) The length of temporary employment may be extended by mutual agreement of the Union, the employee and the Employer.

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

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

(a) When an employee is the successful applicant and accepts the position of a lower classification the employee shall be paid at the pay scale of the lower classification.

(b) The Employer requests the temporary assignment of an employee of a higher classification to fill the assignment until such time as the position can be filled through the staffing process or until the return of the job holder from a temporary absence. The employee accepts the temporary transfer and maintains the pay rate of their position with the higher classification.

14.06 When an employee temporarily substitutes in and performs the full range of duties of a higher graded position for a period of five (5) or more consecutive working days, they will receive an acting premium for the full period in the Acting Assignment. For the purposes of this Article, full range of duties constitutes doing a minimum of 75% of the duties as detailed in the Job Description.

During the full Acting Assignment period the employee receives an Acting premium of 5% of the employee's current pay rate, up to but not exceeding the top of the pay scale for the position in which the employee is acting. The

acting premium will be treated as an earning consistent with the treatment of other premiums for the purposes of insurance and benefit calculations. The Acting Assignment will not exceed 12 months.

14.07 A regular part-time employee (RPT) may only hold one RPT position.

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

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

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

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

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

Transfer to a Position of a Lower Classification Level

(a) Where the employee's pay rate falls above the top step of the pay scale of the new classification pay scale, the employee is placed at the top step of the pay scale of the new classification (no red circle). No further anniversary increments will be received.

(b) Where the employee's pay rate falls in the pay scale range of the new classification pay scale, the employee is placed on the new pay scale at the next highest step on the grid in relation to their pre transfer pay rate. The employee will continue to move upwards one grid step on their anniversary date (seniority date) until they reach the top step of the pay scale of the new job classification.

ARTICLE 15 - LAY-OFFS

15.01 Definition of Layoff

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

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

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

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

15.02 Notice

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

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

(b) When an employee accepts a long-term layoff, they shall be entitled to receive severance pay in accordance with the *Ontario Employment Standards Act*.

15.03

(a) When a reduction in the workforce is initiated, the Employer shall layoff employees in reverse order of seniority as follows:

An employee will not benefit from a layoff.

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

(i) within the affected program/classification;

(ii) within the bargaining unit.

(b) Where no vacancy or available work assignment exists, an employee who is subject to layoff of a permanent or long-term nature, and is in receipt of notice of layoff pursuant to Article 15.02 shall have the right to:

(i) accept the layoff, or

(ii) opt to retire, or
(iii) displace a less senior employee as follows.

(c) An employee may displace another employee who is:

(i) less senior in their own program/classification; if there are no less senior employees in their program/classification, then

(ii) less senior in another program/classification; if there are no less senior employees in another program/classification, then

(iii) less senior in the bargaining unit; the affected employee(s) displacing staff outside of their own classification, must be qualified and able to perform the duties under the relevant job description at the time of layoff within a five (5) working day familiarization.

(iv) after steps (c) (i) and (ii) above have been exhausted, a full-time employee may displace a regular part-time (RPT) employee following steps (i) and (ii) above and relinquishes their rights to recall to a full-time position.

(d) A regular part-time (RPT) employee may only displace another regular part-time (RPT) employee with less seniority. A regular part-time (RPT) employee shall not displace a full-time employee.

(e) Employees shall be recalled in order of seniority provided the employee is qualified and able to perform the work subject to a reasonable orientation period as outlined in Article 15.03(c).

(f) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

(g) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(h) The Employer shall notify the employee of recall opportunity by priority post addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second (2nd) day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

(i) Employees who have been laid off will be required to return to work within seven (7) calendar days of receiving a notice of recall. The seven (7) calendar days may be extended to fourteen (14) calendar days if the employee has obtained an alternate job and must give two (2) weeks' notice to their other Employer.

(j) Employees on layoff shall be given preference for temporary vacancies provided they are qualified to do the work.

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

ARTICLE 16 - HOURS OF WORK

16.01

(a) Full-time Employees

The bi-weekly hours of work for a full-time employee shall be eighty (80) hours. The full-time employee work day is eight (8) hours inclusive of one thirty (30) minute paid lunch break during which the employee cannot leave the property; staff must carry the walkie talkie or cell phone to be available to the unit if required.

Hours may be scheduled between: 7 a.m. to 3 p.m. (0700 to 1500) for days, 3 p.m. to 11p.m. (1500 to 2300) evening, and 11 p.m. to 7a.m. (2300 to 0700) nights.

(b) Regular part-time (RPT) employees

Regular part-time (RPT) employees will have a regular schedule of not more than forty-eight (48) hours over a two (2) week period. Regular part-time (RPT) employees will participate in their share of coverage of weekends, nights, evenings and statutory holidays.

(c) Casual employees are expected to be available a minimum of six (6) shifts per month including two (2) weekend shifts, and work if called unless they are on an approved leave of absence.

(d) Employees shall not be required to work more than six (6) consecutive days.

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

(f) Regular part-time (RPT) employees may be scheduled to work every second weekend.

(g) Full-time employees may be scheduled to work every fourth (4^{th}) weekend.

(h) A weekend is any 48 hours between 2300 hour Friday and Monday at 0700 hours.

(i) No employee will be required to work more than two (2) shifts (day, evening, night) in their rotations unless mutually agreed.

16.02 Part-time and Casual Employees

The normal workday shall not be less than four (4) consecutive paid hours, except if the employee is required to attend a team meeting or an educational/development program or session.

16.03

(a) Replacement hours, will be offered to regular part-time first then casual employees based on seniority, provided they have the skills and abilities to perform the duties of the position and they are able to work the length of the assignment (e.g. one week of vacation, 4 days of LOA, 2 weeks planned leave). Using the shift bid process, the assignment will be offered to regular part-time then casual employees based on seniority, provided they have the skills and abilities to perform the duties of the position. It is understood the Shift Bid Process is a minimum of (48) forty-eight hours to (exclusive of weekends and holidays) to respond.

(b) Replacement hours for short notice leave (up to 48 hours) will be offered to regular part-time first then casual employees who have declared availability for that shift, based on seniority, provided they have the skills and abilities to perform the duties of the position. The shift will be given to the first person to respond.

Regular part-time and casual employees are to provide their availability in writing to the Coordinator on a monthly basis, prior to the posting of the schedule. Any change in availability for additional shifts after the schedule has been posted must be provided in writing at least seventy-two (72) hours in advance. Employees are responsible for working all posted and accepted shifts.

Newly trained employees may be assigned up to three (3) uncovered shifts ahead of more senior RPT or casual employees in order to solidify their newly acquired knowledge and skills of that position.

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

16.05 Job Sharing

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

The Employer will determine the suitability and number of job sharing positions.

Job sharing requests with regard to individuals holding full-time positions shall be considered on an individual basis.

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

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

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

Subject to the above paragraphs:

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

If one of the job sharers leaves the arrangement, their position will be posted. If there is no successful applicant for the position, the shared position must revert to a full-time position. The remaining employee will have the option of filling the full-time position. If the remaining job sharer declines

the full-time position, they will be deemed to have voluntarily resigned and the vacancy will be posted according to the Collective Agreement.

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

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

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

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

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

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

ARTICLE 17 - OVERTIME AND SHIFT PREMIUM

17.01 Full-time employees authorized to work in excess of eight (8) hours per day or eighty (80) hours bi-weekly shall be considered overtime. Overtime shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay. The Employer and the employee may mutually agree to time off instead of pay at the overtime rate of time and one-half the employee's regular rate (e.g. 1 OT shift = 1.5 day off). Forty (40) hours may be banked and all other accumulated overtime will be paid out on the last pay of the fiscal year. Payout may be deferred/implemented at other times when mutually agreed for the purposes of budget management and end of year financial status. Regular part-time (RPT) and casual employees do not accrue an overtime bank but are paid out on a bi-weekly basis.

17.02 Call Back Pay

When an employee who has completed their scheduled hours and has left the Employer's premises, is required to return to work to perform additional work, such employee shall be paid at the rate of one and one-half times (1½) their regular straight time hourly rate for all hours worked with a minimum of three (3) hours. At the option of the employee, the employee shall be entitled to equivalent time off in accordance with Article 18.01 (banked time).

17.03 An employee who is scheduled to work between eighteen hundred (1800) hours and six hundred (0600) hours shall receive a premium of one dollar and thirty cents ($1.30) per hour.

17.04 An employee shall be paid an additional one dollar and thirty cents ($1.30) per hour for all time worked from 2300 Friday to 2300 Sunday.

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

17.06 Training Premium

Employees that have been approved by their Manager to provide certified training to employees shall be paid a premium of $3.00 per hour for every hour spent in such a capacity.

This premium is not intended to compensate employees for standard orientation and on-boarding processes.

ARTICLE 18 -STATUTORY HOLIDAYS

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

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

18.02 A full-time employee required to work on any of the designated holidays will be paid one and one-half (1½) times their regular straight time hourly rate of pay. In addition, they will receive a lieu day off at their regular rate of pay. Such lieu day off will be scheduled at a time mutually agreeable to the employee and their Supervisor or designate and within ninety (90) calendar days following the holiday.

An employee who works Christmas and Boxing Day shall be scheduled four (4) consecutive days off covering New Year's Eve, unless mutually agreed between the Employer and the employee. Such days off shall be provided through a combination of designated holidays and days off. The Employer will endeavour to schedule four (4) consecutive days off for each employee at either Christmas or New Year's. Employees wishing to work both Christmas and New Year's will advise the Employer in writing by October 1st. All full-time and regular part-time employees should expect to work either Christmas or New Year's. Exchanges made between employees will not be considered in the scheduling of Christmas and New Year's the following year.

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

18.04 Float Holidays

In addition to statutory holidays noted in 18.01, after completing twelve (12) months of continuous service, and every year thereafter, fulltime employees will receive one (1) floating holiday in April of each year, to be taken on a day mutually agreed upon between the Employer and the Employee. For the purposes of this article, continuous service will include any time for which an employee is on a protected leave of absence under the E*mployment Standards Act*, 2000 (ESA).

ARTICLE 19 - VACATION LEAVE

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

(a) less than one (1) year of continuous full-time service are entitled to two (2) weeks' vacation per year.

(b) One (1) or more years of continuous full-time service are entitled to three (3) weeks' vacation per year.

(c) Five (5) or more years of continuous full-time service are entitled to four (4) weeks' vacation per year.

(d) Ten (10) or more years of continuous full-time service are entitled to five (5) weeks vacation per year.

19.02 Regular Part-Time (RPT) and Casual Employees will receive:

(a) Less than one (1) continuous seniority year of service, four percent (4%) vacation pay;

(b) One (1) or more continuous seniority years, six percent (6%) vacation pay;

(c) Five (5) or more continuous seniority years, eight percent (8%) vacation pay;

(d) Ten (10) or more continuous seniority years, ten percent (10%) vacation pay;

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

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

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

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

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

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

Vacation will be approved and posted by May 1st.

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

To the extent that operational requirements allow, based on seniority, employees will be permitted to apply for up to two (2) consecutive weeks, or if the employee so chooses two (2) single weeks of vacation in the summer prime time which is considered to be from June 15th to September 15th. Thereafter, additional weeks of prime time summer vacation will be permitted as operationally feasible.

Priority will be given to staff requesting a full week of vacation.

The parties agree that annual vacation is intended to be taken in total each year. Where an employee is unable to take their entire vacation entitlement, the employee must request in writing and receive approval from their Manager to carry days in excess of five (5) and arrangements made to use the excess vacation balance within a three (3) month period.

The week leading up to Christmas and the week following will be treated as separate vacation spots. Vacation is not normally granted from mid-December to mid-January however requests may be approved based on operational demands.

ARTICLE 20 - SICK LEAVE PROVISION

20.01 Employees are required to call, via phone, the Sick Box as soon as possible to notify when they will be absent from work due to illness.

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

Where a full-time employee is absent from work due to legitimate personal illness, they shall not lose their regular straight-time earnings from their regularly scheduled hours to the extent of their credits in the Sick Credit Accumulation Bank.

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

20.03 The Employer has the right to request a medical certificate from the employee for any period of time they may be absent from their duties on sick leave if the Employer perceives that the employee's absences are excessive or above the average of this group. If a medical certificate is requested, the Employer shall pay any fee for such a certificate, which is not paid for by the employee's health insurance.

ARTICLE 21 - LEAVE OF ABSENCE

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

21.02 Union Leave Pay During Leave of Absence for Union Work or Functions

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

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

In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, educational programs or other Union functions. An employee shall be allowed to make application for leave of absence for Union business. The total of all such absence for Union business shall not be in excess of thirty-five (35) days in any calendar year. Not more than two (2) employees shall be eligible for leave of absence for Union business at one (1) time.

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

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

21.03 Bereavement Leave

The following shall be granted:

(a) A full-time or permanent regular part-time (RPT) employee, following a death in the employee's immediate family, shall receive their basic rate of pay for each scheduled day of work missed up to a maximum of three (3) consecutive days which extends from the date of death up to and including interment. One (1) of the three (3) days may be moved for interment.

(b) For the purposes of this article, immediate family shall mean: brother, sister, spouse, child, mother, father, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-child, same sex partner, legal guardian, fiancée.

(c) An additional two (2) unpaid days will be granted for exceptional circumstances (i.e. travel beyond 800 kilometers).

(d) One (1) day only for the death of an aunt, uncle, niece, or nephew.

21.04 Paid Jury or Court Witness Duty Leave

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

(a) notifies the Employer immediately of the employee's notification that they will be required to attend court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits promptly with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances, and deposits with the Employer an official receipt where available;

(d) where the employee's attendance is not required for the whole day, they shall return to work immediately upon their release from duty.

21.05 Prepaid Leave Plan

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

(a) The period during which salary is held back and accumulated, the amount and year in which the leave is granted and repayment of deferred salary and interest, if any, can be done in one of the following methods:

(i) Two (2) years of deferral of one-third (33%) of annual salary in each year, followed by one year leave of absence;

(ii) Three (3) year deferral of one-quarter (25%) of annual salary in each year, followed by one year leave of absence;

(iii) Four (4) year deferral of one-fifth (20%) of annual salary in each year, followed by one year leave of absence;

(iv) Five (5) years of deferral of one-sixth (16%) of annual salary in each year, followed by one year of leave.

(b) The employee must make written application to the Director, Human Resources, or their designate stating the intended purpose of the leave at least six (6) months prior to the intended commencement of the program (i.e. the salary deferral portion).

(c) Written applications will be reviewed by the Director, Human Resources, or their designate. Leaves requested for the purpose of further formal education will be given priority. Applications for leaves requested for other purposes will be granted according to the operational requirements of the Branch. A written approval or denial will be forwarded to the applicant within four (4) weeks of application.

(d) During the years of salary deferral, the percentage of gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of leave or upon withdrawal from the plan.

(e) The manner in which the deferred salary is held shall be at the discretion of the Employer. The number of employees entered into the plan of salary holdback shall be determined by the Branch in accordance with its staffing requirements but shall not exceed a maximum of two (2) full-time equivalent employees. The year for purposes of the program shall be September 1st of one year to August 31st the following year or such other twelve (12) month period as may be agreed upon by the employee, the Local Union and the Employer.

(f) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.

(g) All, if any, benefits shall be kept whole during the four (4) years of salary deferral and the employee shall pay the required premiums. The employee may apply for a continuance benefits for the year of leave and must pay both the Employer and employee portions through the Employer during the year of leave. The continuance of benefits must be approved by the benefits carrier.

(h) Participating employees must contribute to the pension plan based on their full salary (i.e. regular basic pay before the salary hold back) during the years of salary holdback. During the year of leave, the employee's pension will be held in suspension (i.e. no contributions will be made and no service accumulates if leave is other than for approved educational purposes).

(i) Full-time employees will not be eligible to participate in the long-term disability plan during the year of leave nor will they be covered by WSIB.

(j) Seniority and service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave.

(k) An employee may withdraw from the prepaid leave plan at any time during the deferred portion provided three (3) months' notice is given to the Manager, Human Resources, or their designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.

(l) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.

(m) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.

(n) The employee will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.

(o) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. This formal agreement shall be in writing and set out the terms of the plan agreed to and the conditions within. It shall include but not be limited to:

(i) A statement that the employee is entering the prepaid leave program in accordance with Article 21.05(c) of the Collective Agreement, and;

(ii) The period of salary deferral and the period for which the leave is requested;

(iii) The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to form part of this written agreement.

21.06 Personal Leave

An employee may take a Personal Emergency Leave of absence without pay for up to 10 days in each calendar year. The 10 days of Personal Emergency Leave need not be taken consecutive.

Leave may be taken because of any of the following reasons:

1. A personal illness, injury or medical emergency;

2. The death, illness, injury or medical emergency of certain "individuals";

3. An urgent matter concerning "individuals";

The "individuals" in respect of whom a personal emergency leave can be taken by an employee are as follows:

1. The employee's spouse;

2. A parent, step-parent or foster parent of the employee or the employee's spouse

3. A child, step-child or foster child of the employee, or the employee's spouse;

4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse;

5. The spouse of an employee child;

6. The employee's brother or sister;

7. A relative of the employee who is dependent of the employee for care or assistance.

Advising Employer – An employee who wishes to take leave under this section shall advise their Employer that they will be doing so;

If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it;

Personal Emergency Leave is counted in full days therefore if an employee takes only part of a day off for Personal Emergency Leave, the day will be counted as a full day of leave however the employee will be paid for hours worked that day.

An Employer may require an employee who takes leave under this section may be asked to provide evidence that is reasonable in the circumstances.

Leave provisions are consistent with the Ontario Employment Standards Act.

During the leave, the employee will continue to accumulate all benefits and seniority under the Collective Agreement.

21.07 Family Medical Leave

Family medical leave is an unpaid leave of up to twenty-eight (28) weeks that may be taken within a specified fifty-two (52) week period to provide care or support to a specified family member for whom a qualified health practitioner issues a certificate stating that this family member has a serious illness with a significant risk of death occurring within a period of 26 weeks.

The "individuals" in respect of whom a family medical leave can be taken by an employee are as follows:

1. The employee's spouse;

2. A parent, step-parent or foster parent of the employee, or the Employee's spouse;

3. A child, step-child or foster child of the employee, or the Employee's spouse;

4. A brother, step-brother, sister or step-sister of the employee;

5. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse;

6. A brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the employee;

7. A son-in-law or daughter-in-law of the employee or the employee's spouse;

8. A uncle or aunt of the employee or the employee's spouse;

9. A nephew or niece of the employee or the employee's spouse;

10. The spouse of the employee's grandchild, uncle, aunt, nephew or niece;

11. Family medical leave may also be taken for a person who considers the employee to be like a family member. Employees wishing to take a family medical leave for a person in this category must provide their Employer, if requested, with a completed copy of the compassionate care benefits attestation form available from Human Resources and Social Developmental Canada.

The leave benefits provided for Family Medical Leave is consistent with the Ontario Employments Standards (ESA).

During the leave, the employee will continue to accumulate all benefits and seniority under the Collective Agreement.

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

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

21.08 Self-Isolation Leave

If an employee is required to self-isolate as a result of the Employer policy, a Public Health directive or at the direction of the Employer, and if the employee is not entitled to WSIB benefits or paid leaves supported by the Ontario Employment Standards Act, for the period of such self-isolation or infectious disease emergency leave, the employee will be entitled to use sick leave (for personal illness), vacation, stat or lieu entitlements for any hour(s) of work lost during such period (provided credits are available).

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

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

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

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

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

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

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

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

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

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

22.01

(a) **Pregnancy Leave**

An employee who has completed at least 13 weeks of employment before their due date qualifies for up to 17 weeks of job protected pregnancy leave without pay.

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

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

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

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

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

(b) **Parental Leave**

A parent is entitled to take up to sixty-one (61) weeks unpaid parental leave if the employee also took pregnancy leave, and sixty-three (63) weeks of unpaid parental leave if the employee did not take pregnancy leave.

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

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

Parental benefits are only available within the seventy-eight (78) weeks following the child's birth, or for adoptive parents within the seventy-eight (78) weeks from the date the child is placed with you.

(c) Employees are entitled during Pregnancy and Parental leave to continue participation in all benefit plans including the pension plan. The Employer shall continue to make the Employer contributions to the benefit plan and pension as if the employee was earning wages at the level when the leave began, unless the employee gives the Employer written notice that the employee does not intend to pay, in advance, the employee's contributions during the period of the leave. The employee must make payments to the Employer for their share of benefits and on default, the Employer may allow such benefits to lapse.

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

ARTICLE 23 - PAYMENT OF WAGES AND REIMBURSEMENTS

23.01 Pay Days

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

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

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

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

23.03 Previous Experience Credit

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

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

23.05 Meal Reimbursement

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

ARTICLE 24 - TECHNOLOGICAL AND OTHER CHANGES

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

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

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

ARTICLE 25 - BENEFITS

25.01 Full-time Employee Insurance Benefit Plan

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

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

(b) The Employer agrees to provide employees with a digital drug card in a Manulife App. The Employer will provide employees with information on how to access to the Manulife App.

(c) Employees will receive vision care of three hundred and fifty dollars ($350.00) every twenty-four (24) months.

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

(e) Life Insurance - The Employer agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of Carefor for Life Insurance coverage provided under the Carefor Benefit Insurance Plan which is two (2) times the Employee's basic yearly salary.

(f) Every employee as a condition of employment will be covered by the Carefor Long-term Disability (LTD) Plan which is employee paid at one hundred percent (100%). Coverage is based on sixty percent (60%) of gross insurable earnings. LTD benefits received are non taxable.

(g) "Active Employee" excludes absences without pay from Carefor in excess of thirty (30) consecutive calendar days. An employee on such leave of absence shall be responsible for full payment of the premiums (subject to the agreement of the carrier) set out above for any benefit plans in which the employee participates for the period of the absence in excess of thirty (30) consecutive calendar days. Such election to continue benefit coverage shall also be in agreement with Carefor requirements. The employee shall arrange with Carefor to prepay the premiums during the period of the leave to ensure continuing coverage.

(h) In the case of unpaid leaves of absence due to maternity or parental leave or when an employee is in receipt of Workplace Safety and Insurance benefits, the Employer will continue to pay its share of the subsidized employee benefits in accordance with applicable legislation, unless the employee indicates that she does not wish to continue their participation in the benefit plans in the case of maternity/parental leave of absence.

25.02 Carefor Pension Plan

Participation and contributions by the employees and the Employer will be in accordance with the terms and conditions of the Healthcare of Ontario Pension Plan.

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

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

Regular part-time (RPT) and casual employees will be paid eight percent (8%) in lieu of all fringe benefits in addition to their straight time hourly rate.

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

25.04 Employee Assistance Program

The employer will provide all members of the bargaining unit the services of an Employee Assistance Program (EAP).

ARTICLE 26 – HEALTH AND SAFETY

26.01 Health & Safety Committee

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

(b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health & Safety Committee at least one Certified representative selected or appointed by the Union from amongst bargaining unit employees.

(c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related.

(d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

(e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

(f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Health & Safety Committee in accordance with the foregoing shall be granted and time to spend attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at their regular or premium rate as may be applicable.

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

(h) Any workplace injuries or illnesses that are compensable will be covered under the Workplace Safety and Insurance Board.

ARTICLE 27 - POSITION CLASSIFICATION AND RECLASSIFICATION

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

27.02 When a new position is created or an existing position is substantially modified the Employer shall determine the classification and pay scale and will notify the Union of same. If the Union challenges the classification or pay scale, they may request a meeting with the Employer to endeavour to negotiate a mutually agreeable resolution.

Such request for meeting shall not delay the implementation of the new classification and shall be made within ten (10) working days of notification by the Employer. Where the rate is challenged by the Union and the matter is not resolved within ten (10) working days of the meeting, it may be referred to arbitration within the time limits set out in this Agreement.

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

ARTICLE 28 – JOB EVALUATION/PAY EQUITY

28.01 The parties agree to carry out a Joint Gender Neutral Job Evaluation Program and undertake Pay Equity Maintenance Plan.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Bulletin Boards

The Employer shall provide a bulletin board in the office that all employees will have access to and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.02 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 30 - COPIES OF AGREEMENT

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

30.02 Notice of Change

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

ARTICLE 31 - TERMS OF AGREEMENT

Duration

This agreement shall be in force from May 25, 2022 to May 24, 2025. The agreement shall remain in effect from year to year thereafter unless either party gives the other written notice of termination or desire to amend the agreement.

Signed electronically:

Signed on behalf of the Union	**Signed on behalf of the Employer**
Carolyn Saco Carolyn Saco (2026-10-07 05:42:33 EDT) Carolyn Saco	 Don Breedon
Alyssa Peyton Alyssa Peyton (2026-10-06 10:43:57 EDT) Alyssa Peyton	Jennifer Coccimiglio Jennifer Coccimiglio (2026-10-16 11:56:22 EDT) Jennifer Coccimiglio

mdc:cope491
October 22, 2018
March 7, 2025

SCHEDULE "A" – PAY SCALE

Client Care Worker	Start	Hourly	Hourly	Hourly
	May 17, 2021	May 25, 2022 3.5%	May 25, 2023 3.00%	May 25, 2024 3.00%
Year 1	$19.00	$19.67	$20.26	$20.87
Year 2	$19.11	$19.78	$20.37	$20.98
Year 3	$19.45	$20.13	$20.73	$21.35
Year 4	$19.82	$20.51	$21.13	$21.76
Year 5	$20.18	$20.89	$21.52	$22.17
Year 6	$20.53	$21.25	$21.89	$22.55

In addition to base wages above, CCW are eligible for the $3 per hour Permanent Compensation Enhancement wage premium (PCE) for eligible client facing hours worked under the current Supporting Retention in Public Services Act 2022 (SRPSA). Under the program, Community Care Organizations, are only funded to pay the PCE wage premium on eligible client service hours. Paid vacation leave, sick leave, floats, stat holiday pay, travel time and any other paid leave are not eligible for the PCE wage premium.

In the event that Carefor funders (Including HCCSS Ontario Health and Ottawa Inner City Health) agree to pay PCE on all paid hours (ie. the hours currently excluded from the premium), Carefor will agree to pay the premium on all eligible and funded hours moving forward unless provided otherwise by the funder which may or may not include retroactivity. For greater clarity, the $3.00 per hour is always added to base pay and is not included in any negotiated General Wage Increase (GWI).

Carefor
HEALTH & COMMUNITY SERVICES / SERVICES & SOINS DE SANTÉ COMMUNAUTAIRES

CUPE·SCFP Canadian Union of Public Employees / Syndicat canadien de la fonction publique

SCHEDULE "B" – WORKPLACE ISSUE FORM

COMPLAINT FORM FOR CUPE MEMBERS

Employee Name _____ Date _____
(please print)

Location _____ Position _____

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

Complaint to Immediate Supervisor *(name and title)*
_____

_____

_____

_____

_____

_____

_____

□ This is a workplace issue
OR
□ This is a complaint concerning a clause in the Collective Agreement which could lead to a grievance. The Article/s number is/are _____.

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

_____ _____
Employee Signature Supervisor Signature

_____
Date Received

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