

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 4101**

**and**

**Carefor Health & Community Services**

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**DURATION: April 1, 2018 – March 31, 2022**



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## **PURPOSE**

The general purpose of this Agreement is to establish and maintain mutually satisfactory employment relations between the Employer and its Employees and to establish and maintain mutually satisfactory working conditions, hours of work, and wages and to provide procedures for the prompt and equitable disposition of grievances for all Employees who are subject to the provisions of this Agreement.

## **ARTICLE 1 – RECOGNITION/DEFINITIONS**

- 1.01 The Employer recognizes OPSEU as the sole bargaining agent of All Paramedical Employees of Carefor Health and Community Services in the City of Ottawa, save and except Supervisors and persons above the rank of supervisors.

Clarity note: Paramedical Employees are defined as: Nutritionists, Occupational Therapists, Physiotherapists, Registered Respiratory Therapists, Social Workers, Speech and Language Pathologists, Therapeutic Dieticians, Kinesiologists, Massage Therapists, Bereavement Counselors, as well as Speech and Language Assistant, OT Assistant, PT Assistant, Rehab Assistant, Community Resource Support Worker and Communications Disorders Assistant.

For Further Clarity: An assistant is only someone who is employed as part of the Employer's therapy services and whose main duties shall be to assist the registered therapists in carrying out their duties.

- 1.02 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 1.03 A Full-time Employee is a member of the bargaining unit who is scheduled to work the normal full-time hours but no less than seventy-five (75) hours in a two (2) week period on a continuous basis.
- 1.04 A part-time Employee is a member of the bargaining unit who is scheduled to work less than 75 hours in a two (2) week period on a continuous basis.
- 1.05 A casual Employee is one who is employed on an interim basis and as required by the Employer. Casual Employees are not regularly prescheduled to work and must declare their availability in writing to the Employer.
- 1.06 A temporary Employee is employed either full-time or part-time:

- i. For a specific purpose or task normally not to exceed six months or
- ii. To replace a permanent Employee who is on authorized leave, not normally to exceed eighteen (18) months.

A full-time or part-time Employee filling a temporary position/assignment retains their full-time or part-time status.

- 1.07 Employees not covered by this collective agreement will not perform duties normally assigned to those Employees who are covered by this agreement, except for the purposes of instruction, supervision of a provisional licensee, experimentation, or in emergencies when regular Employees are not readily available.

## **ARTICLE 2 – NO DISCRIMINATION**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, and workplace and or/sexual harassment.

- 2.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.
- 2.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation.  
The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.
- 2.03 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.
- 2.04 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought to reasonably to be known to be unwelcome" ref: *Ontario Human Rights Code, Sec 10 (1)*.

- a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, gender identity, gender expression, family status, or disability". ref: *Ontario Human Rights Code, Sec. 5(2)*
- b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee," [ref: *Ontario Human Rights Code, Sec. 7(2)*]
- c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act, Sec. 1 (1)*.

"Workplace Harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

- d) "workplace sexual harassment" means:
  - i) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome or
  - ii) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome; Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

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

### **ARTICLE 3 – NO STRIKE OR LOCK-OUTS**

- 3.01 There shall be no strikes or lock-outs for the term of this agreement as provided in the *Ontario Labour Relations Act 1995*.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Employer retains the right of management save insofar as they are modified by this agreement. Without limiting the generality of the foregoing, the Employer retains the sole right to:
- a) Direct the staff, assign work, hire, discharge, classify, promote, demote, transfer, lay-off, suspend, or otherwise discipline for just cause. A claim that a staff member has been improperly classified or has been demoted, suspended or otherwise disciplined, without just cause, may be the subject of a grievance.
  - b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the staff works, numbers of staff and staff requirements.
  - c) Make, enforce and alter from time to time reasonable rules and regulations that shall not be inconsistent with the provisions of this Collective Agreement. The Union shall be notified in advance of the implementation of such rules and regulations.
  - d) The Employer agrees that in exercising its rights as enumerated above, it shall not do so in a manner inconsistent with the Collective Agreement.

#### **ARTICLE 6 – DUES SECURITY DEDUCTION**

- 6.01 The Employer shall deduct from each month's pay of each Employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such Union dues as may be designated by the Union from time to time. The Employer agrees that it will remit the total amount of such deductions to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario, not later than the 15<sup>th</sup> day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names of those Employees for whom deductions have been made. The list shall clearly indicate Employee identification numbers, their status, full time, part time or casual and any changes in employment status for promotion, demotion, termination and leaves of absence. A copy of such list shall be provided to the Union Local.
- 6.02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return. The Employer will issue the T-4's electronically.

- 6.03 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any Employee or group of Employees arising out of the deduction of Union dues as herein provided.

## **ARTICLE 7 – UNION REPRESENTATION**

- 7.01 The Employer agrees to recognize two (2) Union Stewards elected or appointed from among the Employees in the bargaining unit.
- 7.02 The duty of the stewards shall be to represent Employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- 7.03 The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes, and the Employer will not be required to recognize such stewards until notification from the Union has been received.
- 7.04 The Union acknowledges that the stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. Such permission shall not be withheld unreasonably.
- 7.05 The Employer further recognizes the right of the Union to appoint or otherwise select members of the Union to the following committees:

a) **Negotiating Committee**

The Employer agrees to recognize a negotiating committee comprised of up to three (3) representatives who shall be elected or appointed from amongst the Employees in the bargaining unit for the purpose of negotiating the Agreement or its renewal. For the time spent in negotiations the Employees' salary, credits and applicable benefits shall be maintained by the Employer to a maximum of three (3) paid days for each one year term of the Collective Agreement (e.g. a three (3) year term provides for up to nine (9) days). The parties may mutually agree to increase the number of days.

Time for preparation for negotiations shall be without pay and the representatives on the negotiation committee shall request the time in advance. Time will be granted based on the Employer's ability to meet operational requirements/demands.



b) **Employer/Employee Relations Committee**

It is agreed that a joint committee will be established with equal representation but no less than two (2) representatives of the Union and two (2) representatives of the Employer.

The committee shall meet on a quarterly basis, or at the special request of either party, to discuss matters of concern at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall be selected by the Employer for the first meeting and thereafter shall alternate between a Union member and an Employer member.

The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.

Time spent by Employees serving on the Employee-Employer Relations Committee shall be considered time worked without any loss of earnings, service or seniority. Time spent shall include reasonable travel time.

7.06 **Occupational Health and Safety**

- a) The Employer agrees to establish and maintain a Joint Health and Safety Committee(s) in accordance with the provisions of the Occupational Health and Safety Act RSO, 1990. The Employer accepts as a Joint Health and Safety Committee member, one representative selected or appointment by the Union. Should the representative so elect to act as a certified member of the committee, and the Joint Health and Safety Committee so accept the election, the Employer agrees to provide certification training for said member.
- b) The Employer shall make reasonable provisions for the safety and health of its Employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all Employees.

7.07 In the event travel is required to attend any meetings under this article, Article 22 Expenses shall apply.

7.08 Employees shall have the right to the assistance of an OPSEU Staff Representative on the above referenced committees and in any part of the

grievance and arbitration procedures described in Articles 8 and 9 of this Collective Agreement.

7.09 **Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute copies of this Agreement to all parties. Where required the parties shall co-operate in making the agreement accessible to Employees in alternative formats or languages.

7.10 **Employee Orientation**

A new Employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 30 minutes during the Employee's orientation period without loss of regular earnings, service or seniority. Each new Employee will be given a copy of the collective agreement.

7.11 **Bulletin Board/Voicemail**

The Employer will provide bulletin boards for the purpose of posting notices regarding meetings and other matters of Union business. The Union shall be allowed to use the Employer's voicemail system to announce Union meetings.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01
- a) Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or a case where the Employer has acted unjustly, improperly or unreasonably, may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.
  - b) Meetings involving grievances or complaints shall be at times and places agreed to between the Union and the Employer.
  - c) A grievor Employee or Union steward whose participation is necessary at a meeting between the Union and the Employer and who attends such meeting shall be paid their regular earnings for the period of time to attend the meeting including applicable travel time/ transportation allowance.

d) When discipline is to be imposed, an Employee is entitled to be represented by a Union steward/representative.

8.02 It is the mutual desire of the parties that Employee complaints shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until s/he has first given his/her Manager the opportunity of addressing his/her complaint. Such complaint shall be discussed with his/her Manager within twenty (20) days of becoming aware of the event giving rise to the grievance. If the complaint is not addressed to the Employee's satisfaction, it may be taken up as a grievance within seven (7) days of the discussion in the following manner and sequence:

8.03 **Stage 1**

The Employee may file a grievance in writing with the immediate Manager. The written grievance, signed by the Employee, shall state the nature of the grievance and the re-dress sought. The Manager shall give the grievor his decision in writing within seven (7) days of the submission of the grievance.

8.04 **Stage 2**

If the grievance is not resolved at Stage 1, the grievor may submit the grievance to the Director or her designate, who shall hold a meeting with the grievor and His/her Union representative at a mutually agreeable time within fifteen (15) days of receipt of the request. The Director or her designate shall deliver his/her decision in writing within seven (7) days of the meeting. If the grievance is not resolved at Stage 2, the grievor may submit his/her grievance to arbitration as set out in Article 9 below.

8.05 **Dismissal Grievance**

A claim by an Employee (except an Employee on probation and subject to Article 11.04) who has been discharged or suspended from employ, that the discharge or suspension was without just cause, shall be treated as a grievance if the written statement is lodged with the Employer within five (5) days of the discharge or suspension. Such grievance shall commence at Stage 2 of the grievance procedure as herein provided; such grievance may be settled by confirming the Employer's action in discharging or suspending the Employee, or by reinstating the Employee with appropriate compensation or by any other arrangement which is acceptable to the parties, or, if necessary, an Arbitrator or Board of Arbitration.

#### 8.06 **Policy and/or Group Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees who share the same complaint, or the Union has a grievance, it may be submitted at Stage 2 of the grievance procedure. Such grievances must be submitted within twenty (20) days after the event giving rise to the grievance.

#### 8.07 **Time Limits**

Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

In this Article and Article 9, days shall include all days exclusive of Saturday, Sunday and designated holidays.

- 8.08 The Employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure.

### **ARTICLE 9 – ARBITRATION**

- 9.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, within fourteen (14) calendar days after exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration and the notices shall contain the names of three persons selected by the first Party as being appropriate to act as a sole Arbitrator herein.

The recipient of the notice shall, within five (5) calendar days, inform the other Party as to whether or not any of the three names submitted by the first Party are acceptable to it as Appointee as sole Arbitrator and in the event that the recipient of the notice is not able to accept any of the three names so put forward, it shall name three persons deemed by it as being appropriate to act as sole Arbitrator herein.

Within five (5) calendar days after such suggestions are received from the recipient of such notice and in the event that none of the six names so put forward are acceptable to both Parties to act as sole Arbitrator, the Parties jointly agree to request the Minister of Labour for the Province of Ontario to make an appointment as sole Arbitrator to hear such grievance.

The individual appointed as sole Arbitrator shall hear and determine the difference or allegation and shall issue a decision, which such decision is final and binding upon the Parties and upon any Employee affected by it.

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

- 9.02 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 accepts the appointment of a Mediator/Arbitrator pursuant to the Ontario Labour Relations Act.
- 9.03 Each of the Parties shall jointly and equally bear the fees and expenses, if any, of the sole Arbitrator as provided for herein.
- 9.04 The Board of Arbitration shall not have power to alter or change any provision of this Agreement or to substitute a new provision for an existing one, nor to add to or delete from the terms of this Agreement or to make a decision inconsistent with the terms of this Agreement.
- 9.05 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 9.06 **Mediation/Arbitration**

Notwithstanding, the provisions of this article (Article 9 – Arbitration) the parties may mutually agree to submit a grievance to a mediator/arbitrator for final and binding resolution.

## **ARTICLE 10 – PERSONNEL FILE**

- 10.01 Upon request and after having given reasonable notice, an Employee may review her personnel file in the presence of the Human Resources Employee or delegate and be provided with a copy of any document contained herein. She may be accompanied by her local representative or executive member.
- 10.02 **Letter(s) of Reprimand**
  - a) Any letter of reprimand, suspension or other sanction shall be removed from the record of an Employee eighteen (18) months following receipt of such letter, suspension or other sanction provided that the Employee's

record has been discipline free for the immediately preceding twelve (12) months, during which she has worked.

- b) A copy of each performance appraisal shall be given to an Employee and a copy shall be placed on his or her file.
- c) An Employee who objects to his or her performance appraisal may elect to attach a statement to the document setting out the details of and reasons for those objections.

## **ARTICLE 11 - SENIORITY**

- 11.01 Seniority as referred to in this agreement shall mean length of continuous service in the bargaining unit from the last date of hire in the employ of the Employer and shall be on a bargaining unit-wide basis.

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

Employees rehired within thirteen (13) weeks shall return to the bargaining unit and retain accumulated seniority from previous employment.

- 11.02 A Seniority list will be maintained and updated every six months (April and October) and an electronic copy of each list shall be supplied to the Bargaining Unit Members, the Local Union and the OPSEU Ottawa Regional Office at the time of initial posting and subsequent revisions.
- 11.03 Where an Employee moves from full-time status to part-time status or vice-versa, she shall retain the accumulated seniority attained at the date of transfer and accumulate future seniority in accordance with the new status.
- 11.04 All new Employees shall be hired on a probationary basis for a period of six (6) calendar months.

The Employer shall provide all new employees with an orientation program during the probationary period. If a current employee(s) is assigned as a mentor(s) during this orientation program, her regular duties shall be adjusted

to take into consideration the additional work. An orientation schedule will be developed by the manager in consultation with the mentor and new employee. Any changes to the schedule must be approved in advance by the manager.

If the Employer deems it appropriate, the Employer will meet with the probationary Employee and the Staff Representative of the Union, or designate, to seek the written consent of the Employee and the Staff Representative of the Union or designate, and the probationary period may be extended for an additional two (2) month period. The Employee and her immediate Supervisor shall meet to discuss the extension. The Employee shall receive in writing:

- (i) the reasons for the extension;
- (ii) the specific objectives she is expected to meet; and
- (iii) the date agreed on as the last date for the extended probationary period.

#### 11.05 **Accumulation of Seniority**

- a) An Employee shall retain and accrue service and seniority when absent from work under the following circumstances:
  - i) approved leave of absence with pay;
  - ii) when absent due to illness, injury, or disability;
  - iii) when absent on leave legislated by Employment Standards Act (i.e. pregnancy, parental, family medical leave, personal emergency);
  - iv) leave of absence without pay, which does not exceed a total of twenty (20) days in a calendar year;
  - v) when on approved Union leave.
- b) An Employee shall retain but not accrue service and seniority when absent from work under the following circumstances:
  - i) leave of absence except as provided in (a) ii, iii and iv) that is approved and granted without pay.
- c) An Employee shall lose his seniority under the following circumstances:
  - i) when she resigns or retires from her employment subject to Article 11.01;

- ii) is discharged from just cause and is not reinstated under the provisions of the grievance and/or arbitration procedures herein;
- iii) is absent from work for a period of five (5) consecutive working days without leave and without giving a reason satisfactory to the Employer;
- iv) fails to return to work within five (5) working days of being notified to do so while on lay-off or such longer period of time as may be agreeable to the Employer;
- v) is on lay-off for a period longer than twenty-four (24) consecutive months.

11.06 If any provision of this Article 11 is found to conflict with the *Human Rights Code*, the parties shall be bound by the *Code* and shall amend this Article to the extent required.

## **ARTICLE 12 - JOB SECURITY, LAYOFF AND RECALL**

Except as amended by this Article, layoffs shall be in accordance with the *Ontario Employment Standards Act*, as amended from time to time.

- 12.01 A layoff is defined as a temporary or permanent reduction in the regular hours of work of a full-time or part-time Employee
- 12.02 In the case of a permanent layoff, and prior to affecting any layoff, the Employer will advise the Union in writing the intent to affect layoffs. The meeting will review the reasons for the layoff, ongoing resource requirements, the services the Employer will undertake after the layoff, alternatives to layoff, the method of implementation and the ways the Employer can assist Employees to find alternative employment. This meeting will occur as soon as possible to allow the Employer to provide affected Employees adequate notice.
- 12.03 In the event of a permanent layoff, the Employer will provide affected Employees with a minimum of thirty (30) days notice or pay-in-lieu of notice or such longer period as required by the *Ontario Employment Standards Act*.
- 12.04 A copy of any notice of layoff to an Employee will be provided to the Union at the same time.



12.05 Employees with the least seniority within the job class in which the layoff takes place shall be laid off first, provided that the Employees who remain have the ability to perform the work

12.06 An Employee given notice of permanent layoff shall be entitled to:

- a) accept the layoff and retain recall rights, or
- b) accept the layoff, work the notice period and receive severance payments, or
- c) displace an Employee with lesser seniority provided that the senior Employee is able to perform the normal requirements of the job.

12.07 **Continuation of Benefits**

In the event of a layoff, the Employer will continue the Employee's insured benefits provided that the terms and conditions of the workplace benefit plan allows continuation, as follows:

- a) to the end of the month in which the layoff occurs, or the statutory notice period, whichever is later. Benefits will be continued with the same Employer/Employee cost sharing of premiums that was in effect at the time of notice of layoff
- b) for up to a further twelve (12) months following the period of time noted above in (a), provided the Employee informs the Employer of her intent to do so at the time of the layoff. The Employee is responsible for paying 100% of the billed premiums.

The Employee must make payments to the Employer for his/her share of benefits by the 1st day of each month of coverage. On default, the Employer may allow such benefits to lapse.

12.08 **Volunteer Layoff**

Subject to the conditions outlined in this Article, an Employee who has not received a layoff notice may offer to be laid off and give up her job for possible redeployment of an Employee who has received notice of layoff. Such Employee shall advise the Director of Human Resources or designate in writing to her desire to make an offer of voluntary layoff. Approval of a request for voluntary layoff is made at the discretion of the Employer. The position of an Employee making an offer under this Article will be considered to be a vacancy for redeployment of an Employee who has received notice of layoff, provided

the Employee originally subject to layoff is able to perform the work of the position with only a reasonable period of familiarization, as may be agreed upon by the parties.

12.09 **Temporary Work**

Employees on layoff shall be given preference for temporary work for which they are qualified. An Employee who has been recalled to such temporary work or temporary vacancy shall not be required to accept the recall and may instead remain on layoff, if the temporary work is not regular, and is not at least 50% of their pre-layoff earnings.

12.10 **Information to Employee Employer Relations Committee**

As deemed appropriate, the Employer will provide the Employee Employer Relations Committee with pertinent financial, vacancy, redeployment and staffing information and will review any proposals for reorganization which impact on the bargaining unit.

- 12.11 In the event of reorganization or restructuring of the Employer, the Employer shall develop an implementation plan. The Employer will notify the Union of such plan in advance of any implementation so that the parties can meet to discuss the implementation plan and possible ways and means of minimizing the pact to Employees, including but not limited to, identifying and proposing alternatives to any action that the Employer may be considering. The Employer may take the recommendations of the Union under consideration when implementing the plan.

Any agreement between the Employer and the Union concerning layoff and recall will take precedence over the terms of this Article.

12.12 **Recall**

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months.

The Employer shall recall Employees in order of their seniority to vacant bargaining unit positions for which she can perform the required work for a period of twenty-four (24) months from the date of layoff. Notice of recall shall be sent by registered mail to the last known address of the Employee, who shall respond to the recall notice within seven (7) days of receipt of notice.

It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address. If any Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an Employee.

No new Employees shall be hired until all those on recall have had the opportunity to be recalled.

**12.13 No Contracting Out**

There will be no contracting out of work done by the bargaining unit if, as a result of such contracting out, a layoff of a bargaining unit Employee occurs.

**ARTICLE 13 - TECHNOLOGICAL CHANGE**

- 13.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of Employees within the bargaining unit.
- 13.02 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.
- 13.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.
- 13.04 Where new or greater skills are required, Employees shall be given a period of training up to three (3) months to acquire the skills necessary for the new method of operation. There shall be no reduction in normal earnings during the training period of any such Employee. Training shall be given during the hours of work.

**ARTICLE 14- POSTING AND FILLING OF VACANCIES**

- 14.01 All vacancies that are expected to be in excess of six (6) months, including new and temporary positions shall be posted. In all cases of posting and filling of vacancies, the Employer shall select the senior candidate from among the applicants who are able to perform the normal requirements of the posted position.

Permanent Employees fulfilling temporary positions retain their status as permanent Employees and on expiry of the temporary position, the Employee shall return to their former position with no loss of entitlements to increments.

- 14.02 Members will be advised by recognized Employee communications tools such as voice mail, email or intranet. If the Employer implements an electronic Applicant Tracking System (ATS), postings will be made via the ATS. The posting shall contain:
- i) the job title and overview of key responsibilities of the job;
  - ii) the location of the position, if applicable;
  - iii) the reporting line and supervisory structure;
  - iv) the hours of work;
  - v) the qualifications and experience required to perform the job, including any language requirements.
- 14.03 The posting shall clearly indicate the deadline date for application and the location or person to whom applications shall be made. The posting period shall be for not less than seven (7) calendar days from date of posting.
- 14.04 Within one (1) month of the deadline for application, the Employer will identify all candidates meeting the qualifications of the job and inform internal candidates who do not meet the stated qualifications of the job. The Employer may elect to interview or where two or more candidates' qualifications are relatively equal, the most senior candidate shall be offered the position. Immediately following selection, all other qualified candidates shall be informed in writing that they were not selected. The name of the successful candidate will be announced by recognized Employee communication tools such as voice mail or intranet.
- 14.05 No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed and no bargaining unit applicant was selected. At that time the Employer may seek applicants from outside the bargaining unit.

## **ARTICLE 15 – HOURS OF WORK**

### **15.01 Normal Hours**

The regular hours of work for full time Employees is based on seven and one-half (7.5) hours per day and seventy-five (75) hours in a two-week period. The normal hours of operation are 8:00 a.m. to 4:30 p.m. - Monday to Sunday. The normal hours of work for a full-time Employee is 8:00 a.m. to 4:30 p.m. -

Monday to Friday. However, Employees may be scheduled to work between 8:00 a.m. and 8:00 p.m. seven days a week. Employees may be scheduled outside of the normal hours of operation on an as-needed basis.

Part-time Employees work a variety of schedules but schedules must be consistent, e.g. 3 days/week (M.W.F.)

Casual Employees work, if available and if required, to meet operational demands subject to Article 1.05.

#### 15.02 **Flex Time**

Flex time is the ad hoc adjustment of scheduled hours. Flex time includes adjusting the schedule such that lesser or increased hours alter the normal daily work hours within a two (2) week period. The Manager will be notified in advance of all flex hours, whether increased or decreased. Notification may be provided through electronic means. The intent is that flex time will be adjusted within a two (2) week period. If the Employee is unable to rationalize the hours within a two (2) week period, such hours may be taken within the next two (2) week period subject to the Manager's approval. The approval of the Employee-initiated flex time is at the discretion of the Employer and is not subject to the grievance-arbitration procedure clause. Such approval shall not be unreasonably denied.

Additional premiums shall not apply.

A Manager may suggest the use of flex time to Employees. Such Employees may accept or refuse such offers.

#### 15.03 **Rest Period**

Each Employee shall be entitled to a fifteen (15) minute unpaid rest period in each half shift worked.

15.04 Employees shall not be required to remain available during unpaid meal breaks, as per Article 15.02, and unpaid rest periods, as per Article 15.03.

#### 15.05 **Reduced Work Week for Full-Time Employees**

It is agreed and understood that subject to operational requirements and at the sole discretion of the Employer, the Employer may approve a reduced work week arrangement whereby an Employee can work eighty percent (80%) of the weekly hours of work of a comparable full-time Employee.

Permission to approve the request shall not be unreasonably withheld and reasons for the refusal shall be provided to the Employee and the Union within thirty (30) days of the request.

A reduced work week arrangement may be terminated by either the Employer or the Employee upon providing thirty (30) days' notice.

The terms and conditions of the Collective Agreement shall apply except as modified below:

### Leaves

All leave entitlements, as per Article 19, except bereavement leave, shall be pro-rated to reflect the Employee's weekly hours of work in relation to the normal full-time hours of work (e.g. an Employee working four (4) days per week or eighty percent (80%) of the full-time hours, shall receive eighty percent (80%) of the respective vacation entitlement (i.e. four (4) days per entitled week).

Bereavement leave is not pro-rated and Employees remain entitled to the number of days, as described in Article 19, factored by their daily hours of work.

### Pension Plan

The Employer and Employee contributions are reduced to reflect the modified earnings of the Employee. All other pension conditions are in accordance with the Pension Plan rules.

### Insured Benefits

The Employee shall pay twenty percent (20%) of the cost of the billed premiums for insured benefits, as described in Article 24.01 (a), (b), and (c). The Employee shall continue to pay the billed premium for Long-Term Disability. Long-Term Disability benefits will be reduced to reflect the Employee's modified earnings although all other benefits will remain unchanged.

### Seniority

Employees will continue to accumulate seniority pro-rated at 80%.

Employees will continue to accumulate service for service-related benefits without adjustment.

#### Overtime

Overtime shall be defined as per Article 16.01 – Overtime.

### **ARTICLE 16 – PREMIUM PAYMENTS**

#### **16.01 Overtime**

- a) All overtime must be approved in advance by the Manager. Employees will be paid overtime at the rate of time and a half of their regular rate for any hours worked in excess of eight (8) hours in a day or seventy-five (75) hours in a two (2) week period.
- b) Where an Employee has worked and accumulated authorized overtime under this Article (except overtime hours performed on a holiday defined in Article 17) such Employee shall have the option of electing pay at the rate of time and one half (1½) or take time off in lieu for a total of one and one half time (1½) the overtime served. The Employee will indicate in writing her choice of compensation.
- c) If an Employee elects to take time off in lieu such time shall be scheduled at a time that is mutually agreeable to the Employer and the Employee. Where no agreement is reached with respect to the overtime taken, the Employer will liquidate the overtime credits at two periods during the fiscal year, October and March. There will be no carrying over of overtime credits from one fiscal year to the next.

#### **16.02 Standby**

- a) An Employee who is required to remain available for duty on standby, outside the normal working hours, shall receive standby pay in the amount of two dollars and ten cents (\$2.10) per hour for all hours on standby. When an Employee attends at work while on standby, she shall be paid in accordance with Article 16.01(b).
- b) If a standby rotation is required, Employees shall be scheduled on a rotational basis.

### 16.03 **Evening Premium**

An Employee shall be paid a premium of two dollars and twenty-five cents (\$2.25) for all hours worked after 6:00 p.m. if required by the employer to meet the needs of the client and/or client's family. This premium shall not be considered part of an Employee's basic hourly rate. This premium will not be paid if it is the choice of the Employee to work these shifts.

### 16.04 **Weekend Premium**

An Employee working on Saturday or Sunday shall be paid a premium of two dollars (\$2.00) for each hour worked if required by the Employer. The evening premium, if applicable, shall be paid in addition. This premium will not be paid if it is the choice of the Employee to work these shifts.

## **ARTICLE 17 - STATUTORY HOLIDAYS**

17.01 a) The Statutory Holidays recognized by the Employer will be as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day (Canada Day July 1st)	Boxing Day
August Civic Holiday	

b) Effective date of ratification, in addition to the above-noted holidays, each full-time Employee will receive three (3) float days. These float days shall be scheduled at a time mutually-agreed between the Employee and the Employer. Float days may be scheduled off as single or multiple days. The Employer agrees that up to thirty percent (30%) of Employees in each classification may be scheduled off on what would normally be Easter Monday, Remembrance Day, and Family Day.

c) These float days shall be credited to each full-time Employee on the first pay of the first fiscal quarter, the first pay of the third fiscal quarter, and the first pay of the fourth fiscal quarter.

17.02 If any of the above holidays fall or are observed during an Employee's vacation or on a scheduled day off, the Employee shall receive another day off with pay to be scheduled at a mutually-agreed upon time between the Employee and the Employer.



- 17.03 a) An Employee required to work on any of the above-mentioned statutory holidays shall be paid for all work performed at one and one-half (1½) times the regular hourly rate for all hours of work on that day.
- b) Full-time Employees shall receive another day off with pay in lieu of the holiday. Lieu days will be taken within sixty (60) days following the designated holiday unless otherwise mutually agreed to by the Employee and Employer.
- 17.04 In order to be entitled to payment for statutory holidays, an Employee must have worked their full scheduled working day immediately preceding the statutory holiday and full scheduled working day immediately following the holiday unless:
- i) Absent on vacation;
- ii) Absent on either of those days and such absence is authorized by the Employer or a medical certificate issued by a qualified physician is presented to the Employer.

## **ARTICLE 18 - VACATIONS**

- 18.01 Vacations shall be granted according to Employee requests and operational requirements.
- a) Where a conflict exists in vacation scheduling, other than peak periods, seniority within the job class shall be the governing factor.
- b) For peak periods which are defined as Christmas, New Years (December 15<sup>th</sup> until January 15<sup>th</sup>) and March break, vacation requests shall be rotated among interested Employees.
- c) Employees may request up to two (2) consecutive weeks, or if the employee so chooses two single weeks, of vacation in summer prime time (June 15<sup>th</sup> to September 15<sup>th</sup>). Thereafter, additional weeks of prime time summer vacation will be permitted as operationally feasible based on Seniority.
- d) Written request should be submitted prior to October 1<sup>st</sup> for Christmas and New Years, January 2<sup>nd</sup> for March Break, and April 1<sup>st</sup> for Summer. Vacation requests submitted after submission deadline dates are granted on a first come first served basis.

- e) The Employer will notify Employees of approved requests by October 15<sup>th</sup> for Christmas and New Years, January 15<sup>th</sup> for March Break and April 15<sup>th</sup> for Summer. For all other requests the Employer will notify the Employee as soon as possible after the request is made and/or no later than two weeks after the request has been submitted.

18.02 The vacation year is April 1<sup>st</sup> to March 31<sup>st</sup>.

18.03 Where during his vacation an Employee becomes seriously ill or hospitalized, he may elect to use his accrued sick leave credits for the period of his illness or hospitalization in place of his vacation time provided that he provides satisfactory proof of such illness or hospitalization for the period in question.

18.04 Vacation pay and vacation leave entitlement for part-time, casual and temporary Employees, is as follows:

**a) Part-time, temporary and casual Employees:**

Less than three years of seniority

- Six percent (6%) vacation pay
- Vacation time – three (3) weeks unpaid

More than three years of seniority but less than 15 years

- Eight percent (8%) vacation pay
- Vacation time – four (4) weeks unpaid

More than 15 years but less than 25 years of seniority

- Ten percent (10%) vacation pay
- Vacation time – five (5) weeks unpaid

More than 25 years of seniority

- Twelve percent (12%) vacation pay
- Vacation time – six (6) weeks unpaid

18.05 **Full-time Employees** shall receive vacation with pay based on length of full-time continuous service. Vacation leave credits accumulate each pay period. Vacation shall accumulate at the rate of:

- Less than three (3) completed years - accumulates at a rate of 4.33 hours per pay period – fifteen (15) days per year
- Three (3) but less than fifteen (15) completed years - accumulates at a rate of 5.77 hours per pay period – twenty (20) days per year

- Fifteen but less than twenty-five (25) complete years - accumulates at a rate of 7.21 hours per pay period - twenty-five (25) days per year
- Twenty-five (25) years or more of employment - accumulates at a rate of 8.65 hours per pay period - thirty (30) days per year.

18.06 Employees shall be allowed to carry over a maximum of five (5) days vacation into the next fiscal year. Unused vacation in excess of five (5) days will be paid out.

## **ARTICLE 19 - LEAVES OF ABSENCE**

### **19.01 Leave for Union Matters**

- (a) Leave of absence without pay will be granted for Union business subject to written notice of ten (10) working days. Such leave will be subject to operational requirements however, it shall not be unreasonably withheld.
- (b) In the case of leave for Union business as referred to above, the Employer agrees to pay the Employee her regular salary, benefits and bill the Union directly for all costs.
- (c) An Employee may be granted a leave of absence without pay in order to enter the temporary employment of the Ontario Public Service Employees Union, subject to operational considerations.
- (d) When an Employee is elected as the Union's President or First Vice-President (Provincially), the Union will, immediately following such election, advise the Employer of the name of the Employee so elected. Leave of absence shall be granted from the Employee's place of employment for the duration of the current term of office, (each term of office is normally two (2) years). The Employer agrees to pay the Employee her regular salary and benefits and bill the Union directly for all costs.
- (e) Where an individual of the bargaining units represented by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, a member of Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the Employer. Such positions shall be limited to two (2) members with no more than one individual from within

a section/division within a Department. The Employer agrees to pay the Employee her regular salary and benefits and bill the Union directly for all costs.

#### 19.02 **Educational Leave**

At the discretion of the Employer, a leave of absence with or without pay for the purpose of education, skill development or upgrading may be granted. Seniority shall accumulate during such leave subject to Article 11 Seniority. Course related expenses will be reimbursed in accordance with the Employer education policy.

#### 19.03 **Bereavement Leave**

Following a death of a full or part-time Employee's immediate family, she shall be granted up to three (3) paid days off plus two (2) unpaid days for travelling, if required. A member of her 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. The Employee shall receive her regular pay for each scheduled day of work missed to a maximum of three (3) days within the period which extends from the date of the death up to and including the day following interment, or three (3) calendar days following the death, whichever is greater.

"Immediate family" and "in-laws" shall include the relatives of spouses defined above.

#### 19.04 **Jury Duty and Witness Leave**

An Employee will not suffer loss of regular pay for regular scheduled hours when:

- a) An Employee is called for jury duty and serves as a member of a jury.
- b) An Employee is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties.

The Employee will promptly notify the Employer upon receiving notification of a) or b) and will present the Employer with proof of requirement for Jury Duty or Witness Leave attendance. The Employee will reimburse Carefor any amount (other than expenses) paid to her for such service or attendance.

## 19.05 **Pregnancy, Adoption and Parental Leaves**

Pregnancy/Parental Leave will be granted in accordance with the provisions of the Employment Standards Act as amended from time to time, including leave for miscarriage or stillbirth.

- a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- b) The Employee shall give written notification which shall include the expected date of return and a certificate from a legally qualified medical practitioner at least two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- c) The Employee has the right to return to her former position, if it still exists, or to a comparable position, if it does not.
- d) Each parent who has worked for the Employer for thirteen (13) weeks shall be granted up to sixty-one (61) weeks of unpaid parental leave if the Employee also took pregnancy leave or up to sixty-three (63) weeks of unpaid parental leave otherwise. Natural mothers, if they take parental leave, must take it at the end of the pregnancy leave, unless the child has not yet come into her custody, care and control for the first time. All other parents must begin this leave no later than seventy-eight (78) weeks after the child is born or comes into care.
- e) An Employee shall be permitted to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- f) An Employee shall continue to accumulate seniority and service rights. Full time Employees may elect, in writing, to continue to participate in the pension plan and group benefit plan. Part-time Employees may elect in writing to continue to participate in the pension plan.

Benefits will be continued with the same Employer/Employee cost sharing of premiums. The Employee must make payments to the Employer for his/her share of benefits by the 1st day of each month of coverage. On default, the Employer may allow such benefits to lapse.

- g) Parents shall be defined to include adoptive parents and a person in a relation of permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or her own.

**19.06 Inclement Weather**

An Employee who is unable to report to work or complete their work day due to inclement weather shall be allowed to use vacation or compensating time off to replace any lost time, upon consultation with the manager. Phone calls to/or regarding clients, paperwork or charting when the Employee is unable to work due to inclement weather shall be counted as time worked and shall be paid at their regular rate of pay if approved by the Manager. Such approval will not be unreasonably withheld. The parties agree that Employees may exercise their rights to refuse unsafe work in the event of inclement weather, in accordance with the *Occupational Health and Safety Act*.

**19.07 Personal Leave of Absence**

Written requests for leaves of absence without pay for legitimate personal reasons may be granted at the discretion of the Employer. Such requests will be considered on an individual basis and will not be unreasonably withheld. Such requests are to be made in writing as far in advance of the leave as possible, but no less than two (2) weeks in advance of the leave except in cases of emergency. Verbal requests will be accepted in exceptional circumstances. The Employer will give a written reply within seven (7) working days. Employees have the option of using banked time, vacation, flex time in combination with an unpaid leave of absence but shall not be required to do so.

**19.08 Pre-paid Leave**

Effective the date of ratification, the Employer agrees to introduce a pre-paid leave program funded solely the Employee to the following terms and conditions:

- a) available to Employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The Employee must make written application to the Manager/Supervisor at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.

- c) No more than one (1) Employee may be absent at any one time. The year, for purposes of the program, shall be September 1 of one year to August 31 of the following year, or such other twelve (12) month period, as may be agreed upon by the Employee, the Union, and the Employer.
- d) The Manager/Supervisor will review written applications and will be given priority on the basis of leaves for formal studies related to the profession. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the Employee's gross annual earnings will be deducted and held for the Employee and will not be accessible to him/her until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the Employee at the commencement of the leave, in accordance with the payroll payment schedule.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The Employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to the Carefor Pension Plan will be in accordance with the Plan. Employees will not be eligible to participate in the Disability Income Plan during the year of the leave.
- i) An Employee may withdraw from the Pre-Paid Leave Plan any time during the deferral portion provided three (3) months' notice is given to the Manager/Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the Employee within a reasonable period of time.
- j) If the Employee terminates employment, the deferred salary held by the Employer will be returned to the Employee within a reasonable period of time. In the case of the Employee's death, the funds will be paid to the Employee's estate.
- k) The Employer will endeavor to find a temporary replacement for the Employee as far in advance as practicable. If a temporary replacement is

not found, the Employer shall authorize contracted service to facilitate the leave. If a suitable replacement is not found the Employer may postpone the leave and as much notice as reasonably possible will be given to the Employee. The Employee will have the option of remaining in the Plan and rearranging the leave at a mutually-agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.

- l) The Employee will be reinstated to his/her former position and job duties unless the position has been discontinued, in which case he/she shall be given a comparable job. If subject to layoff while on the pre-paid leave, then the Employee shall be entitled to all rights and privileges under Article 12 – Job Security, Layoff, and Recall of the Collective Agreement.
- m) Final approval for entry into the pre-paid leave program will be subject to the Employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the Employee's pay. Such agreement will include:
  - i) a statement that the Employee is entering the Pre-Paid Leave Program, in accordance with Article 19.08 of the Collective Agreement;
  - ii) the period of salary deferral and the period for which the leave is requested.

The letter of application from the Employee to the Employer to enter the Pre-Paid Leave Program will be appended to and form part of the written agreement.

## **ARTICLE 20 - SICK LEAVE**

- 20.01 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 paid days. It is agreed that any Employees who currently have a bank of sick days in excess of 85 paid days will have their sick leave bank frozen. Such bank shall be utilized and no further credits shall be given until these Employees have reached 85 days sick leave credits.
- 20.02 Sick credits will be used up on the basis of one hour for each hour of sick leave taken.



- 20.03 An Employee shall be entitled to receive normal pay for each day of absence as a result of his/her illness or injury until sick leave credits have expired.
- 20.04 Sick leave credits will continue to accrue during Employer paid periods of illness.
- 20.05 a) It is understood that the Employer may request a doctor's certificate from an Employee to cover an absence due to illness or where the Employer has reasonable grounds to suspect abuse of sick leave.
- b) If the Employer makes such a request, it shall reimburse the Employee for any out-of-pocket expenses, provided the amount claimed is substantiated by a valid receipt.

20.06 **Workplace Safety and Insurance**

An Employee who is absent from work as a result of an illness or injury sustained at work and is waiting for WSIB claim approval, may apply to the Employer for an advance equal to WSIB lost income benefits, to the extent of the Employee's sick leave credits. Payment will be provided only if the Employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any WSIB payments will be refunded to the Employer following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the Employee would be entitled under the Sick Leave Provisions of Article 20.

**ARTICLE 21 - PROFESSIONAL DEVELOPMENT**

- 21.01 The Employer is committed to the education and development of its Employees and provides learning opportunities that respond to the needs of the organization and enhance job performance as well as further professional growth. Employees shall be granted up to three hundred dollars (\$300.00) for full time employees and up to one hundred and fifty dollars (\$150.00) for part-time and casual employees per year to pursue professional development and learning opportunities as approved by the manager. Such funds may be utilized to cover registration/tuition fees as per the Carefor Corporate Education and Training Procedure.

The Employer believes that responsibility for education is a shared responsibility between Employees and the Employer. Employees are encouraged to develop a continuing education plan in consultation with their

Manager, during the performance review process. Support for professional development is as outlined in the Employer's training and education policy.

## **ARTICLE 22 - KILOMETER AND PARKING REIMBURSEMENT**

- 22.01 Employees are paid kilometers in excess of twenty five (25) kilometers when driving from their home to a client or the office or when leaving the office or last client to their home. An Employee who resides outside the City of Ottawa may claim kilometers from the City of Ottawa boundary, when kilometers exceed twenty five (25) kilometers when travelling to or from a client or the office. An Employee who has requested to work in a specific district which exceeds the twenty five (25) kilometers from their home will be paid kilometers for travel from the boundary of the requested district.

Employees will be reimbursed at a minimum of \$0.47 cents per kilometer at the corporate rate. The Employer will conduct an annual review of the kilometer rate reimbursement each fiscal year and may adjust the rate.

The Employer recognizes that Employees must exercise judgement for the efficient scheduling of client visits. Subject to driving conditions, Employees will select driving routes that provide for the safe and efficient use of time and resources.

- 22.02 The Employer shall reimburse the Employee for legitimate parking expenses incurred in the performance of her duties.

## **ARTICLE 23 - WAGES**

As a condition of employment, and to meet legal and contractual requirements, the Employee must provide the Employer with proof of eligibility for membership with a recognized Ontario Regulatory Professional College. Each year, a copy of the proof of registration must be provided within six (6) weeks of the respective college renewal date.

- 23.01 The wages will be as set out in Appendix A attached to and forming part of the Collective Agreement.
- 23.02 An Employee will automatically progress from one step to the next in the salary range for his/her classification on completion of one (1) year of service.

For the purposes of this clause as it applies to part-time and casual Employees they will progress on the salary grid on the basis of one (1) year of service for

each 1500 hours worked. For clarity no-one shall progress more than one step in a twelve (12) month period.

23.03 Part-time and Casual Employees shall receive twelve percent (12%) pay in lieu of all fringe benefits being those benefits to an Employee, paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, jury and witness attendance, standby, evening premium, and weekend premium. Part-time and casual Employees participating in the pension plan will have their "in-lieu of benefits" offset with a pay reduction equal to the amount of contributions made by the Employer to the Employee's pension. Contributions to the plan by Employee and Employer will be in accordance to approved pension plan text. Changes to contributions levels are subject to change from time to time to ensure defined pension benefits are funded appropriately. The Union will be advised in advance of any changes to pension plan benefits or required contributions.

23.04 When a new classification within the Bargaining Unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, or where an Employee alleges she has been improperly classified, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to review the appropriate rate of pay, providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate of pay established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at step two of the grievance process.

23.05 **Claim for Recent Related Experience**

Claim for recent related experience, if any, shall be made in writing by the Employee at the time of hiring on the application for employment form or otherwise. The Employee shall cooperate with the Employer by providing verification of previous experience. The Employer will credit the Employee with one increment on the scale for every year of recent, related, full-time experience, as determined by the Employer, to a maximum of step four on the salary grid.

For the purposes of this clause, as it applies to part-time and casual Employees, part-time experience will be calculated on the basis of 1500 hours worked equaling one year of experience.

**ARTICLE 24 - INSURED BENEFITS**

24.01 For the duration of this collective agreement the Employer will provide regular full time Employees with the following insured benefits as described in the Group Policy Number G0037436: Basic Life insurance, Optional Employee and Spousal Life insurance, Accidental Death and Dismemberment insurance, Long Term Disability, Extended Health, and Dental care.

The Employer shall contribute towards the benefit premiums, subject to the carrier's respective terms and conditions, including enrolment requirements, as follows:

- (a) Extended Health Care - The Employer agrees to contribute one hundred percent (100%) of the billed premiums. Eye examinations will be covered up to \$150 per two (2) calendar years. Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of three hundred and fifty dollars (\$350) per twenty-four (24) months. Extended Health Care benefits will continue for full-time employees after age 65, under the existing terms.
- (b) Dental Care - The Employer agrees to contribute one hundred percent (100%) of the billed premiums. Dental Care benefits will continue for full-time employees after age 65, under the existing terms.
- (c) Life Insurance - The Employer agrees to pay one hundred percent (100%) of the billed premium Life Insurance benefits will continue for full-time employees to age 75, under the existing terms, except the maximum benefit will be reduced to one (1.0) times salary after age 65.
- (d) Long-term Disability (LTD) Plan is Employee paid at one hundred percent (100%). Coverage is based on 60% of gross insurable earnings. LTD benefits received are non-taxable.
- (e) Employee Assistance Program – The Employer will provide an Employee Assistance Program to all employees.

**ARTICLE 25 - PENSION**

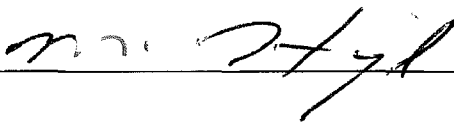

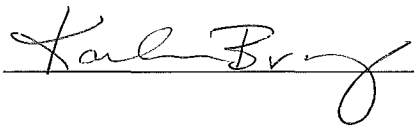
25.01 Carefor Health and Community Services provides a Pension Plan for Employees. Copies of the Pension Plan text will be provided to members of the Pension Plan upon request to Human Resources. The Union will be consulted on matters relating to the Pension Plan through the Employer/Employee Relations Committee described in Article 7.05 b). Participation and contributions by the Employees and the Employer will be in accordance with the terms and conditions of the Pension Plan.

**ARTICLE 26 - DURATION**

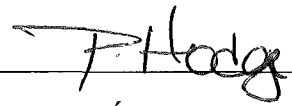

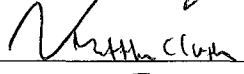



26.01 This Agreement shall remain in full force and effect until midnight, the 31st day of March 2022, and shall continue in effect thereafter unless either party shall have given written notice of termination, or written notice of proposals for revisions to the other party within the ninety (90) days prior to the expiration date or any yearly period thereafter. In the event of written notice of termination or proposals for amendment having been given by either party as herein provided, negotiations shall be proceeded with during the notice period with a view to completing a new Agreement.

SIGNED THIS 17 DAY OF July, 2019

**FOR CAREFOR COMMUNITY  
HEALTH SERVICES:**

**FOR ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION:**

## APPENDIX A - WAGES

### Physiotherapy Assistant

Step			1	2	3	4	5	6	7	8
1-Apr-18	1.50%	Hourly	18.17	18.53	18.90	19.27	19.56	20.05		
1-Apr-18		Annual	35,429	36,141	36,854	37,586	38,140	39,090		
1-Apr-19	1.50%	Hourly	18.44	18.81	19.18	19.56	19.85	20.35		
1-Apr-19		Annual	35,960	36,683	37,406	38,150	38,712	39,677		
1-Apr-20	1.50%	Hourly	18.72	19.09	19.47	19.86	20.15	20.65		
1-Apr-20		Annual	36,499	37,233	37,968	38,722	39,293	40,272		
1-Apr-21	2.00%	Hourly	19.09	19.48	19.86	20.25	20.55	21.07		
1-Apr-21		Annual	37,229	37,978	38,727	39,496	40,079	41,077		

### Community Resource Support Worker

1-Apr-18	1.50%	Hourly	24.23	24.52	24.81	25.12	25.41	25.72	26.03	26.34
1-Apr-18		Annual	47,245	47,819	48,373	48,986	49,541	50,154	50,768	51,362
1-Apr-19	1.50%	Hourly	24.59	24.89	25.18	25.50	25.79	26.11	26.43	26.73
1-Apr-19		Annual	47,953	48,536	49,098	49,721	50,284	50,907	51,529	52,132
1-Apr-20	1.50%	Hourly	24.96	25.26	25.56	25.88	26.17	26.50	26.82	27.14
1-Apr-20		Annual	48,673	49,264	49,835	50,467	51,038	51,670	52,302	52,914
1-Apr-21	2.00%	Hourly	25.46	25.77	26.07	26.40	26.70	27.03	27.36	27.68
1-Apr-21		Annual	49,646	50,249	50,832	51,476	52,059	52,704	53,348	53,972

**Social Worker (BSW)  
Occupational Therapist  
Physiotherapist  
Dietician**

1-Apr-18	1.50%	Hourly	35.24	35.93	36.66	37.38	38.12	38.89	39.66	40.47
1-Apr-18		Annual	68,720	70,065	71,491	72,896	74,341	75,845	77,329	78,913
1-Apr-19	1.50%	Hourly	35.77	36.47	37.21	37.94	38.70	39.48	40.25	41.08
1-Apr-19		Annual	69,750	71,116	72,563	73,989	75,456	76,983	78,489	80,096
1-Apr-20	1.50%	Hourly	36.31	37.02	37.77	38.51	39.28	40.07	40.85	41.69
1-Apr-20		Annual	70,797	72,183	73,651	75,099	76,588	78,137	79,667	81,298
1-Apr-21	2.00%	Hourly	37.03	37.76	38.53	39.28	40.06	40.87	41.67	42.53
1-Apr-21		Annual	72,213	73,627	75,124	76,601	78,119	79,700	81,260	82,924

**Social Worker (MSW)**

1-Apr-18	1.50%	Hourly	37.32	38.09	38.83	39.62	40.42	41.22	42.04	42.89
1-Apr-18		Annual	72,777	74,281	75,726	77,250	78,814	80,377	81,981	83,643
1-Apr-19	1.50%	Hourly	37.88	38.66	39.42	40.21	41.02	41.84	42.67	43.54
1-Apr-19		Annual	73,869	75,395	76,862	78,409	79,996	81,583	83,210	84,898
1-Apr-20	1.50%	Hourly	38.45	39.24	40.01	40.81	41.64	42.46	43.31	44.19
1-Apr-20		Annual	74,977	76,526	78,015	79,585	81,196	82,807	84,458	86,171
1-Apr-21	2.00%	Hourly	39.22	40.03	40.81	41.63	42.47	43.31	44.18	45.07
1-Apr-21		Annual	76,476	78,057	79,575	81,177	82,820	84,463	86,148	87,895

## **MEMORANDUM OF AGREEMENT**

**-Between-**

**CAREFOR HEALTH & COMMUNITY SERVICES**

**-And-**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 4101**

### **RE: STANDBY WEEKEND AND STATUTORY HOLIDAY SCHEDULING**

1. Employees will be scheduled for stand by coverage for weekend and statutory holidays.
2. Employees will be scheduled for stand by coverage based on the caseload requirement for their discipline. When an Employee is scheduled for weekend standby she shall be scheduled up to 7.5 hours for one or both days of weekend and statutory holidays.
3. Employees will be paid the standby premium of two dollars and ten cents (\$2.10) per hour for all hours scheduled on standby as per the Collective Agreement, Article 16.02.
4. Employees will be scheduled on a rotational basis through a weekend standby schedule. Employees shall be scheduled an equitable number of weekends and statutory holidays.
5. Casual Employees may declare their availability to participate in the weekend rotation schedule described above and may subsequently be placed on the schedule based up their availability.
6. Notwithstanding, Article 16.01 of the Collective Agreement, when an Employee who is on standby for the weekend or statutory holiday, provides service to clients who require visits on the weekend or statutory holiday, she shall flex her time at straight time for all hours worked. Such flex time shall be scheduled at a time mutually agreed between the



employee and the manager, based on operational demands, within two weeks following the standby weekend. When, subject to the approval of the employee's manager, operations demands prohibit the taking of flex time, the excess hours will be compensated at time and a half (1.5 times) the hourly rate and may be taken as lieu time or paid out.

7. Casual employees shall be paid in accordance with the Collective Agreement.
8. Mileage for any visits conducted while on standby shall be in accordance with the Collective Agreement, Article 22.

Dated at Ottawa, this 17 day of July, 2019

On Behalf of the Union

P. Hodge  
V. Bui  
Matthew Clark  
[Signature]

On Behalf of the Employer

m. Hyl  
Abudreau  
Karl B.

**MEMORANDUM OF AGREEMENT****-Between-****CAREFOR HEALTH & COMMUNITY SERVICES****-And-****THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 4101****RE: Employment Standards Act**

The Employer agrees to comply with the terms and conditions of the Employment Standards Act, as may be amended from time to time, including any provisions regarding Personal Emergency Leave, Critical Illness Leave, Caregiver Leave, Crime Related Leave, and Domestic or Sexual Violence Leave.

Dated at Ottawa, this 17 day of July, 2019

On Behalf of the Union

P. Hodge.  
V. Kaitj  
Matthew Glen  
632

On Behalf of the Employer

m. 27/20  
Moudneal  
Karl R.