

COLLECTIVE AGREEMENT

between

HOSPICE CARE OTTAWA



and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2017



Expiry: August 31, 2025

TABLE OF CONTENTS

ARTICLE 1 - SCOPE AND RECOGNITION	1
ARTICLE 2 - PURPOSE.....	1
ARTICLE 3 - DEFINITIONS.....	2
ARTICLE 4 - NO STRIKES OR LOCKOUTS	3
ARTICLE 5 - NO DISCRIMINATION	3
ARTICLE 6 - MANAGEMENT RIGHTS	3
ARTICLE 7 - UNION DUES AND SECURITY.....	4
ARTICLE 8 - UNION REPRESENTATIVE AND COMMITTEES.....	5
ARTICLE 9 - CORRESPONDENCE.....	7
ARTICLE 10 - GRIEVANCE AND MEDIATION PROCEDURE.....	7
ARTICLE 11 - ARBITRATION	10
ARTICLE 12 - DISCIPLINE	11
ARTICLE 13 - SENIORITY	11
ARTICLE 14 - PROMOTIONS/TRANSFERS AND STAFF CHANGES.....	15
ARTICLE 15 - LAY OFFS AND RECALL.....	17
ARTICLE 16 - HOURS OF WORK	19
ARTICLE 17 - HOURS OF WORK	21
ARTICLE 18 - OVERTIME.....	22
ARTICLE 19 - HOLIDAYS	23
ARTICLE 20 - SCHEDULING.....	24
ARTICLE 21 - VACATIONS.....	25
ARTICLE 22 - SICK LEAVE/PERSONAL LEAVE.....	27
ARTICLE 23 - LEAVE OF ABSENCE.....	28
ARTICLE 24 - PREGNANCY, PARENTAL AND ADOPTION LEAVE.....	30
ARTICLE 25 - HEALTH BENEFITS.....	30
ARTICLE 26 - TRAINING AND DEVELOPMENT	32
ARTICLE 27 - TECHNOLOGICAL CHANGES	32
ARTICLE 28 - HEALTH AND SAFETY	33
ARTICLE 29 - MISCELLANOUS	33
ARTICLE 30 - PRINTING OF THE AGREEMENT.....	34
ARTICLE 31 - WORKLOAD CONCERNS	34
ARTICLE 32 - PAYMENT OF WAGES AND ALLOWANCE	34
ARTICLE 33 - PENSION RRSP	35

ARTICLE 34 - DURATION	35
WAGE SCHEDULE	36
LETTER OF UNDERSTANDING	38
Re: Seniority List at Ratification	38
LETTER OF UNDERSTANDING	39
Re: Pension Plan	39
LETTER OF UNDERSTANDING	40
Re: Scheduling Committee	40
LETTER OF UNDERSTANDING	41
Re: PSW Lead Position	41

ARTICLE 1 - SCOPE AND RECOGNITION

1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2017 as the sole and exclusive bargaining agent for all employees of Hospice Care Ottawa in the City of Ottawa save and except Social Workers, Team Leaders, Coordinators and Managers and the persons above the rank of Managers.

1.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in emergencies, instructions and cases mutually agreed upon in writing by the parties. It is agreed by both parties that if a person is a manager or member, they can only be one or the other. They cannot be both a manager and member.

1.03 Contracting Out

The Employer agrees that it will not contract out any work of the bargaining unit if such contracting out results in either layoffs and/or a reduction in regular scheduled hours of work of any employee in the bargaining unit.

ARTICLE 2 - PURPOSE

2.01 The general purpose of this Agreement is to establish and maintain Collective Bargaining relations between the Employer and the Union and the employees covered by this agreement and to provide a mechanism for the timely disposition of grievances. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions for all employees within the bargaining unit. Both parties agree to apply this Collective Agreement in a fair and reasonable manner.

2.02 Volunteers

The Employer and the Union recognize the importance of volunteers in supporting the services provided by Hospice Care Ottawa. No volunteer shall be asked to perform the full range of duties performed by a member of the bargaining unit. The use of volunteers will not result in a layoff of any bargaining unit member.

The Employer will provide, annually, the aggregate number of volunteer hours, and number of volunteers, supporting Hospice Care Ottawa. This will be provided between May 1st and May 15th and will be based on the preceding fiscal year.

2.03 No Other Agreements

Neither the Employer nor the employee shall enter into any written or verbal agreements which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - DEFINITIONS

3.01 Permanent Full-Time Employee

A Permanent Full-Time Employee is defined to be an employee who is regularly scheduled to work 32 to 40 hours per week.

3.02 Permanent Part-Time Employee

A Permanent Part-Time Employee is defined to be an employee who is regularly scheduled to work less than 32 hours per week.

3.03 Casual Employee

A Casual Employee is defined as an employee hired to work on an as needed basis, who does not work a regular schedule, or does so for only a specified period. For example, a Casual Employee may replace a Permanent employee for sick and /or vacation leaves, and /or on an emergency basis. A casual employee shall work a minimum of 4 shifts per month whichever site required, if the shifts are available. One of those shifts shall be on a weekend, either a Saturday or Sunday.

Available shifts for pickup are posted a minimum 3 months in advance and assigned a minimum 6 weeks in advance. If a Casual Employee does not work the minimum 4 shifts per month for a period of 6 consecutive months, they shall be deemed to have resigned, unless a reasonable reason has been provided.

3.04 Temporary Employees

A Temporary Employee is an employee who is hired to work in the bargaining unit for a specific term not to exceed twelve (12) months, to meet short-term or emergency staffing needs, such as replacing a permanent employee who is on an authorized leave of absence, WSIB disability, LTD, to cover peaks in workloads, or to perform a special non-recurring task. Internal staff will be considered for temporary work opportunities before outside resources are considered. No temporary position shall extend beyond twelve (12) months without the written agreement of the Union. The extension of any employee shall not exceed beyond a total of thirty-six (36) months. Any employee who has been in a temporary position for thirty-six (36) months shall be deemed to be a permanent employee.

In the event that an employee who applies for and or is on pregnancy and or parental leave, wishes to extend the leave to eighteen (18) months, the written agreement of the Union to continue the temporary position for that period will not be required. The employer will notify the Union of any such extensions.

- 3.05** All references to “spouse” in this Collective Agreement shall include common-law and/or same sex partner.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01** There shall be no strikes or lockouts during the term of this Agreement. The meaning of the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.

ARTICLE 5 - NO DISCRIMINATION

5.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of any conditions as set out in the Ontario Human Rights Code, as amended from time to time, or political affiliation, nor by reason of their membership or non-membership, or activity/lack of activity in the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01** Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:
- (a) to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
 - (b) to hire, assign, lay-off, direct, promote, demote, transfer, recall, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that they have been discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

- (c) to generally manage the organization, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of the organization; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement.
- (d) The Employer agrees it will not exercise its rights in a manner inconsistent with the provisions of the agreement.

ARTICLE 7 - UNION DUES AND SECURITY

7.01 All new hires and present bargaining unit employees shall become and remain members in good standing of the Union, upon their first day of hire with Hospice Care Ottawa. The Employer shall provide to the Union the name, address and phone number of any new employee within two (2) weeks of that employee's hiring. An updated list of the membership shall be provided every four (4) months to the Union.

7.02 The Employer agrees to deduct from the wages of each employee in the Bargaining Unit as of the date of hire, an amount equal to the regular monthly Union Dues as established by the Union or any levies as put forth by the Union.

Such deduction shall be made from each payroll and forwarded to the Local Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the month following the month in which the deductions are made. The EFT shall be accompanied by a list of employees, their names, addresses, respective classification, hours worked and phone numbers for whom such deductions are made and specify the amounts deducted from each, and if no deductions are made, the reasons for such failure to deduct. The Employer will also provide a copy of the above information to the local Treasurer or designate, where identified in writing.

7.03 The amount of Union dues paid by each employee in each year shall be indicated by the employer on the Income tax (T4) slip for each employee.

7.04 The Union agrees to indemnify and hold harmless the Employer with respect to dues or their equivalent which are deducted from each bargaining unit employee.

7.05 All new employees will have the opportunity to meet with a representative of the Union either during their orientation period or at a mutually agreeable time without a loss of regular earnings to either employee. The purpose of the meeting will be to acquaint the employee with a representative of the Union and the collective agreement. This paid portion of this meeting will not exceed one (1) hour.

ARTICLE 8 - UNION REPRESENTATIVE AND COMMITTEES

8.01 Labour Management Committee

- (a) The Employer and the Union agree to hold Labour management meetings to address matters of workplace concerns. The Committee shall consist of three (3) Bargaining Unit Representative and three (3) Employer Representatives. The Union and Employer shall act as Co-Chair person's of the meetings.
- (b) The Committee will meet on a quarterly basis and or as needed at a mutually agreed time and place. It is agreed that issues discussed will not include matters more appropriately addressed through the grievance procedure.
- (c) The Co-Chairs are responsible for contacting Committee members regarding agenda items. The agenda must be forwarded to all Committee members four (4) working days in advance of the meeting. Agenda items may be added during meeting day at the concurrence of all Committee members.
- (d) The meeting minutes will be rotated between the Union and the Employer: Minutes shall be prepared and forwarded to Committee members for approval within ten (10) working days. The minutes shall not be posted until approved by all Committee members, after which the minutes shall be posted on all official bulletin boards by the Co-Chairperson's or designate.

8.02 Representation

Employer and Union meetings will only be conducted by authorized personnel. In order that this may be carried out, the Union will supply the Employer with a list of its Officers, and the Employer will supply the Union with a list of its supervisory or other personnel, who are authorized to transact business and or enter into agreements with the Union.

8.03 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when meeting with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

8.04 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, and any other labour related business in regards to the administration of this Collective Agreement. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked without any loss to the member.

8.05 Bargaining Committee

A Bargaining Committee shall be appointed/selected and consists of not more than three (3) members of the bargaining unit, two (2) of which will be appointed/selected by the local plus the President, and an additional alternate member in the event that either of the two first selected cannot perform their duties. The Union will advise the Employer in writing of the Union nominees to the Committee. The Employer will appoint two (2) members to the Committee and shall provide the Union with their names. It is understood that either party may also utilize the services of a representative or negotiator during all phases of bargaining.

Bargaining committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations, conciliation and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. The bargaining committee shall have the right to attend negotiation meetings with the Employer held within the employees working hours. The Employer will pay for 4 days, while negotiations are taking place by both parties.

8.06 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing his/her grievance in accordance with the grievance procedure. The Employer agrees to recognize four (4) Stewards (one whom shall be a Chief Steward) from the following programs/sites:

- May Court Hospice
- Ruddy Shenkman Hospice

If a new program/site is introduced to the Organization the parties will discuss the addition of further Stewards at the Labour Management Committee meeting.

ARTICLE 9 - CORRESPONDENCE

9.01 All correspondence in regard to administrative matters, from the Employer to the Union, arising out of the terms of this agreement and or workplace issues, shall be forwarded to the President, or his/her designate, the National Representative and the Recording-Secretary of the Union. The Union shall inform the Employer, in writing of the name, address/email address, phone number of the Union Representatives. All correspondence from the Union to the Employer arising out of this Agreement and or workplace issues shall be forwarded to the Executive Director or his/her designate.

ARTICLE 10 - GRIEVANCE AND MEDIATION PROCEDURE

10.01 Definition of Grievance

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 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right to the presence of his/her Steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.

10.03 Complaint Stage

It is the mutual desire of the parties that all complaints and grievances shall be attended to and settled as quickly as possible. It is understood that employees may present a written complaint within ten (10) working days of the matter giving rise to the complaint and meet with their immediate supervisor without resorting to the grievance procedure. It is understood that if a matter giving rise to the complaint is inclusive of topics addressed within HCO Workplace Anti-Violence harassment and Sexual Harassment Policy, the employee/employer shall have 30 days from the time they became aware of the incident. The employee may request the presence of a Union Steward. The immediate supervisor shall give a written answer to the employee within three (3) working days.

Step 1

Should the employee feel that his/her complaint has not been settled satisfactorily, the employee together with the Steward, may present the grievance in writing to their immediate supervisor within ten (10) working days following the answer to the complaint.

The employee and the Steward shall meet with the supervisor to discuss the matter within ten (10) working days after receiving the written grievance. The supervisor shall provide a written answer no later than ten (10) working days after this meeting.

Failing settlement and within ten (10) working days after the decision given,

Step 2

The employee, together with the Steward, may present the grievance in writing to the Manager or designate. The Manager or designate shall meet with the employee and the Steward within ten (10) working days to discuss the matter. The Manager or designate shall give their decision in writing within ten (10) working days following the meeting to discuss grievance.

In the event that the supervisor and the Manager are the same person, the grievance will proceed from Step 1 to Step 3.

Failing settlement and within ten (10) working days after the decision is given,

Step 3

The employee, together with the Steward, may forward the grievance in writing to the Executive Director or designate. The Executive Director or designate shall hold a meeting within ten (10) working days of receipt of the Step 2

grievance. This meeting may also include the Head Steward, and a National Representative of the Union. The Executive Director or designate shall give their decision in writing within ten (10) working days following the meeting to discuss the grievance.

Failing settlement of the grievance at Step 3, either party may refer the matter to arbitration no later than twenty (20) working days after the written decision at Step 3 has been provided.

10.04 When an employee claims that they have been unjustly discharged, the Union may file a grievance on the employee's behalf within ten (10) days after the actual discharge and such grievance shall be taken up at Step 3 of the grievance procedure.

10.05 Policy/Group Grievance

Where a dispute involving question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance shall be submitted at Step 3 within ten (10) working days of the matter giving rise to the grievance. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee and that the regular grievance procedure shall not be bypassed.

10.06 Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance for any employee.

10.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties to this Agreement.

10.08 In all steps of the Grievance Procedure, where no written answer has been given within the time specified, the Union or the Employer, as the case may be, shall be entitled to submit the grievance to the next step of the Grievance procedure.

10.09 Definition of Working Days

Working days for the purposes of the Article 9 and 10 shall mean the normal business days occurring between Monday through Friday, exclusive of holidays.

10.10 Mediation

The parties agree that it is desirable to resolve grievances without recourse to the arbitration. Therefore, notwithstanding the steps above, the parties may, upon mutual written agreement, engage the services of a Mediator, and extend the time limits for the request for arbitration for a defined period, in an effort to resolve the grievances. The parties shall share equally the fees and expenses, if any, of the Mediator.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by fax, and or via email and or registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) working days thereafter, the other party shall answer by fax, and or via email and or registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson (Arbitrator).

11.02 Failure to Appoint

If the two (2) nominees fail to agree upon a Chairperson (Arbitrator) within seven (7) working days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

11.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding, and enforceable upon all parties. The Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which it deems just and equitable.

11.04 Fees and Expenses

Each party shall pay:

- a) The fees and expenses of the nominee it appoints;
- b) One-half (1/2) of the fees and expenses of the Chairperson (Arbitrator).

11.05 Cannot Act

No person shall act on an Arbitration Board who has been involved in attempts to settle any grievance.

11.06 Sole Arbitrator

Subject to mutual agreement of the parties, the above arbitration provisions may be amended to provide for a sole Arbitrator.

ARTICLE 12 - DISCIPLINE

12.01 Any letter of reprimand and or discipline of an employee shall not be used against them any time after eighteen (18) months provided the employee has been discipline free for the duration of the eighteen (18) months.

12.02 Access to personnel files

Upon giving two (2) workings days' notice, an employee shall have the opportunity to review contents of her personnel file at a mutually agreeable time in the presence of an Employer Representative and a Union Steward if requested by the employee. The employee will be allowed to make copies of any document contained therein. The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

12.03 Right to Have Steward Present

An employee shall have the right, to have a Steward present at any discussion with supervisory/management personnel, which may result in disciplinary action. Where a supervisor/manager intends to interview an employee for the purposes of imposing disciplinary action, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview.

ARTICLE 13 - SENIORITY

13.01 Probationary Period

(a) Newly hired full-time employees shall be on probation for a period of four (4) months from the date of hire. The probationary period may be extended if mutually agreed to between the Employer and the Union.

Any extensions agreed to will be in writing and will specify the length of the extension. During the probationary period, employees shall be entitled to all the rights and privileges of this agreement except an employee who has not completed their probationary period may be released during that period for reasons that are not discriminatory, arbitrary or in bad faith. Upon completion of the probationary period, the employee will have their seniority dated back to the first day worked from the most recent date of hire.

- (b) Newly hired part-time employees shall be on probation for a period of five hundred and twelve (512) hours paid, or within one (1) year, from the date of hire. The probationary period may be extended if mutually agreed to between the Employer and the Union. Any extensions agreed to will be in writing and will specify the length of the extension. During the probationary period, employees shall be entitled to all the rights and privileges of this agreement except an employee who has not completed their probationary period may be released during that period for reasons that are not discriminatory, arbitrary or in bad faith. Upon completion of the probationary period, a part time employee will have their seniority dated back to the first day worked from the most recent date of hire.
- (c) Newly hired casual employees shall be on probation for a period of five hundred and twelve (512) hours paid, or within one (1) year, from the date of hire. The probationary period may be extended if mutually agreed to between the Employer and the Union. Any extensions agreed to will be in writing and will specify length of the extension. During the probationary period, employees shall be entitled to all the rights and privileges of this agreement except an employee who has not completed their probationary period may be released during that period for reasons that are not discriminatory, arbitrary or in bad faith. Upon completion of the probationary period, a casual employee will have their seniority dated back to the first day worked from the most recent date of hire based on hours paid.

13.02 Definition of Seniority

Seniority for full-time and part-time employees, as referred to in this Agreement, shall be defined as the employee's length of service in the bargaining unit, measured in years, months, and days from their most recent date of hire (where date of hire is the same, the Employer shall have a draw, shortly after hire, and the results will be during the life of their employment and it will be conducted in the presence of a Union Representative).

Seniority for casual and temporary employees, as referred to in this Agreement, shall be defined as the accumulation of all hours paid from their most recent date of hire.

In the event that a conversion is necessary, sixteen hundred and fifty (1650) hours paid in the bargaining unit shall equate to one (1) year's seniority.

13.03 Operation of Seniority

- (a) Seniority shall be used in determining the priority for promotions, demotions, schedules, transfers, lay-offs, recalls, distribution of extra shifts, and any other relevant articles applicable and subject to this clause. Seniority shall operate on a bargaining unit wide basis.
- (b) For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, and/or when the notice of layoff was given.
- (c) All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.
- (d) An employee shall not lose seniority rights if they are on a leave of absence approved by the Employer for a period of twenty-four (24) months or less.

13.04 No employee shall accumulate more than one (1) year's seniority in any year. Such year shall be determined by an employee's most recent date of hire.

13.05 A seniority list will be maintained, and a copy provided to the Union in January and July of each year.

Employees shall have thirty (30) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported in such thirty (30) day period, the seniority list shall be accepted as correct for all employees. In the event of a dispute affected by seniority, the employee may request the details of the calculation.

13.06 Loss of Seniority and Employment

An employee shall lose seniority and shall be considered to have left the employ of Hospice Care Ottawa in the event the employee:

- (a) is discharged and not reinstated through the grievance/arbitration procedure;
- (b) resigns in writing (after a three (3) day reconsideration period);
- (c) retires in writing;

- (d) is absent from scheduled work for a period of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (e) fails to return to work within ten (10) calendar days after being recalled from a lay-off and after being notified by registered and certified mail to do so, unless through sickness or other just cause, provided they have notified the Employer of such sickness or other just cause, within the said ten (10) calendar days. For the purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of their current address;
- (f) is laid off for a period longer than twenty-four (24) months;
- (g) Is absent from work on account of an accident or illness for which Worker's Compensation benefits are not paid for a period exceeding twenty-four (24) months subject to the requirements of the Ontario Human Rights code;
- (h) Is absent from work as a result of an accident or illness for which Worker's Compensation benefits are paid, for a period exceeding twenty-four (24) months subject to the requirements of the Ontario Human Rights code.

13.07 Temporary Transfers and Seniority Outside the Bargaining Unit

No employee shall be temporarily transferred to a position outside the bargaining unit without their written consent. An employee who consents in writing to be transferred to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer. In the event that the employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months of the transfer, the employee shall be credited with the seniority held immediately prior to the transfer and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) calendar months from the transfer shall forfeit all bargaining unit seniority.

If at any time during this period the Employer determines that the applicant is not suitable in the position or the employee feels that they are not suitable for the position, with thirty (30) days' notice or such lesser period as may be mutually agreed, the applicant shall be returned to their former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority or service.

An employee who obtains a temporary non-bargaining unit position will have Union dues deducted from their wages based on the wage rate of the position.

ARTICLE 14 - PROMOTIONS/TRANSFERS AND STAFF CHANGES

14.01 Job Postings

Within 15 days of a vacancy or the creation of a new position in the bargaining unit, including all temporary vacancies of three (3) months or more, the posting shall be emailed to the employees and placed on all official bulletin boards for not less than seven (7) calendar days. The posting will also be provided to the Union at the same time, if not operationally feasible to post, the Employer will inform the Union. The name of the successful candidate will be posted on the bulletin board for a period of seven (7) calendar days.

14.02 The posting shall contain the following:

- i) the job title;
- ii) location(s);
- iii) the hours of work and wage range for the job;
- iv) the qualifications, education, skills and experience required;
- v) a brief description of the nature of the job; and
- vi) the deadline for applications and the location or person to whom applications shall be made.

14.03 Where the Employer posts a vacancy and where any employee in the same classification applies for such a position, the most senior applicant who has been in their current position for at least three (3) months and has completed their probationary period, shall be confirmed to the position. If the vacancy is not filled by confirmation, then it will be filled in accordance with Article 14.04.

14.04 Wherein, the skill, ability, and qualifications of employees are relatively equal, the job shall be awarded to the most senior employee who applied for the position.

14.05 The successful applicant shall be placed into the position for a trial period of thirty (30) days. If at any time during this period the Employer determines that the applicant is not suitable in the position or the employee feels that they are not suitable for the position, the applicant shall be returned to their former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority or service.

14.06 Job Classification

No elimination of Present Classifications

The Employer will consult with the Union prior to the elimination of classifications.

When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the Job description at least thirty (30) calendar days in advance of the Employer implementing such a new or changed classification. The rate of pay shall be subject to negotiations between the Employer and the Union. Any change mutually agreed to resulting from such negotiations/meetings shall be retroactive to the date the Employer notified the Union. If the parties are unable to agree on the rate of pay for the job in question, such a dispute shall be submitted to grievance and arbitration for determination.

14.07 Temporary Job Postings

In the event that a temporary vacancy exceeds twelve (12) months, the Employer will notify the Union and provide the reason for the longer period. Where the extended temporary vacancy is the result of the maternity/paternal leave, or leave of absence due to illness or injury, including those covered by the Workplace Safety and Insurance Act, the Employer will provide the Union with the anticipated date of return to work. The rationale for all other extended temporary vacancies will be provided to the Union. No such vacancies will be extended beyond twelve (12) months without Union agreement.

Any employee filling the vacancy shall be returned to the classification and job location in which they last worked. An employee filling a temporary vacancy shall not apply for any other temporary vacancies until the end of the temporary position unless the next position begins after the current position expired. Any employee may apply for permanent position.

14.08 Pay on Temporary Promotions

- a) When an employee temporarily relieves in, or performs, the principle duties of higher classified position for which a salary range has been established, the Employer agrees to pay the employee's current step rate of the higher classification.
- b) If more than one RPN covers an RN position the most senior RPN will receive the RN pay.

14.09 Rate of Pay on Promotion

On promotion an employee shall advance to the base rate of the new classification unless that rate is lower than the employee's present rate. In that instance the employee shall advance to the rate closest to their present rate and which is greater than his present rate. If the change is to a lower classification, the employee's present increment date shall remain unchanged.

14.10 When an employee is temporarily assigned to a position paying a lower rate, his present pay shall not be reduced.

14.11 External Advertising

Once the Employer has posted the vacancy in accordance with Article 14.01, the Employer may advertise the position externally.

14.12 Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union.

ARTICLE 15 - LAY OFFS AND RECALL

15.01 Definition of Layoff

Layoffs, under the provisions of this Collective Agreement shall mean the permanent or long-term reduction of daily or biweekly regularly scheduled hours of work or a reduction in the work week, or the elimination of a position of any full-time or part-time employee.

15.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in reverse order of their seniority. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is immediately qualified to perform the normal requirements of the job of the employee with less seniority.

15.03 Advance Notice of Layoff

In the event of a proposed layoff of a permanent nature, the Employer will:

- (a) Provide the Local Union and the affected employee (s) with no less than 1 month's advance notice of the layoff;
- (b) Hold redeployment meetings with the Local Unions representatives to review the reasons causing the layoff and the method of implementation of the layoff;
- (c) Discuss any possible means of minimizing the staff impact.

15.04 No full-time employee within the bargaining unit shall be laid off for the sole reason that her/his duties have been assigned to two or more part-time employees.

15.05 Laid off employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of layoff.

15.06 An employee in receipt of a notice of layoff may;

- (a) Accept the layoff; or
- (b) Displace another employee who has lesser bargaining unit seniority if the employee originally subject to layoff is immediately qualified to perform the normal requirements of the job.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

15.07 Order of Displacement

A laid off full time or part time employee will be allowed to displace a bargaining unit employee with less seniority providing the employee is immediately qualified to perform the normal requirements of the job.

15.08 Recall

- (a) An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority provided they are immediately qualified to perform the normal requirements of the job.
- (b) An employee recalled to work in a different classification from which they were laid off shall be offered the opportunity of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work in accordance with the provisions of the Collective Agreement.
- (d) The Employer shall notify the employee of all recall opportunities by email, where available, and registered mail addressed to the last address on record with the Employer. 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 and the rate of pay. The employee is solely responsible for his or her proper address being on record with the Employer.
- (e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed one (1) month. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

ARTICLE 16 - HOURS OF WORK

16.01 Normal Hours and Work Week

(a) Client Care in Residence

The normal hours of work for employees providing client care in the residences, shall be eight (8) hours per day, inclusive of paid thirty (30) minute meal break and two (2) paid fifteen (15) minute rest periods.

Full-time employees work between thirty-two (32) and forty (40) hours per week during every bi-weekly pay period.

Part-time employees work a regular schedule of less than thirty-two (32) hours per week during every bi-weekly pay period.

(b) Support Services

The normal hours of work for full-time and part-time employees working in support services, shall be between four (4) and eight (8) hours per day. Thirty (30) minute meal breaks are unpaid, one (1) fifteen (15) minute rest period is paid per four (4) hours worked or portion thereof.

Full-time employees work between thirty-two (32) and forty (40) hours per week during every bi-weekly pay period.

Part-time employees work a regular schedule of less than thirty-two (32) hours per week during every bi-weekly pay period.

The normal days per week shall be five (5) days with a week being the period from Sunday to Saturday

16.02 Working Schedule

Printed schedules for employees working in client care in the residences shall be posted in the Team Stations at least two (2) weeks in advance. The Union shall receive a copy of the said schedules on request.

16.03 Shift Exchanges

Employees are expected to work their regularly scheduled shifts. In occasional circumstances, employees will be permitted to exchange shifts with other employees by completing the necessary online forms, and with the Employer's prior approval. Such approval will not be unreasonably withheld. Where the shift involves a shift premium, this premium shall be paid to the employee working the shift. The Employer has no obligation for any other premium payment arising out of any such exchange.

16.04 Seniority for Unexpected Hours and Unexpected Shift Openings

In the event that unexpected hours become available the Employer will offer those hours to the most senior qualified employee. In the event the employee cannot fill those hours the Employer will ask the next most senior qualified person.

In the event the employer becomes aware of a shift vacancy, with less than 24 hours notice, they shall offer this shift to all qualified staff and will be given to the first person to respond. The Shifts that were accepted within the 24 hours notice above are to be compensated at time and one half (1.5 times).

16.05 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

ARTICLE 17 - HOURS OF WORK

17.01 Reporting pay

When the Employer determines that a shift is no longer required for example due to low census, the following options will be available

- 1) At the Employer's discretion the employee will be assigned 4 hours of alternate work or sent home with four hours of pay in the job classification in order of seniority starting with the least senior employee.
- 2) At the employee's discretion they may opt to apply their accrued vacation time to top up to the maximum hours of their shift

The reporting allowance outlined above in #1 ((4) hours of Pay) shall not apply whenever an employee has received prior notice not to report for work the employer shall give a minimum of 8 hours notice for this to occur.

17.02 Shift Cancellation

- (a) If the Employer cancels a shift with less than eight (8) hours notice, the Employer shall pay to the employee four (4) hours of regular wages.
- (b) If an employee cancels their vacation, at their request, with a minimum of 2 weeks' notice they shall be returned to their scheduled shift.

17.03 Time Off Between Shifts

Employees are to be allowed a minimum of eleven (11) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the eleven (11) hours is not granted, the employee shall be paid such hours of work that encroach on the eleven (11) hours at the rate of one and one-half (1.5) times.

17.04 Standby/On Call

An employee who has agreed to remain available for duty on standby, outside the normal working hours for that employee, shall receive standby pay per twenty-four (24) hour period, in the amount of four (4) hours pay at their regular rate of pay as well as the shift worked. If the employee does not get called to work, they will be paid the four (4) hours at their regular rate. If stand by is on a paid holiday it will be one and a half (1.5) times the regular rate of pay.

ARTICLE 18 - OVERTIME

18.01 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

If an employee was required to stay as a result of being mandated, they shall be paid at the overtime rates for their entire scheduled shift, and the above shall not apply.

18.02 Overtime Defined

Overtime shall be defined as all authorized time worked in excess of eight (8) hours per day or forty (40) hours per week.

18.03 The overtime rate shall be time and one-half (1.5) the employee's straight time hourly rate.

18.04 Meals

Employees who work extended hours shall have access to Food provided on site by the Employer.

18.05 Moving Staff from Facility to Facility

Under extenuating circumstances, or an emergency, the Employer might be required to pull an Employee from one site to the other. If this is required, the employer will first:

- 1) Post on scheduling software
- 2) Call all (casual) based on seniority
- 3) Ask if a staff person on floor to volunteer to move to another site
- 4) Move the least senior qualified member

The employer will pay an additional one dollar and fifty cent (\$1.50) per hour premium for hours worked.

The Employer shall pay the pre-approved cost for a taxi or ride share or will reimburse the mileage at the current CRA rate. This reimbursement shall be paid in the next pay period after they have submitted their expense voucher/mileage expense form.

ARTICLE 19 - HOLIDAYS

19.01 Paid holidays

The following shall be recognized as paid holidays for all employees:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

19.02 Holidays Falling on a Scheduled Day Off

When any of the holidays in Article 19.01 fall on a employee's scheduled day off or during their vacation, the employee shall receive statutory holiday pay.

19.03 Holidays Falling on a Weekend

For residence staff the statutory holiday shall be observed on the day it falls.

For all other staff the statutory holiday shall be observed on the following weekday following the Saturday or Sunday. Where both Saturday and Sunday are statutory holidays the holiday will be observed on the following and second weekday following the weekend. Example: If the Statutory holiday is the 1st and it falls on the Saturday the employee shall have the following Monday off. If the Statutory Holiday is the 25th and 26th and they fall on a Saturday and Sunday, the employee shall have the following Monday and Tuesday off.

19.04 Holidays Falling on a scheduled day of work

An employee required to work on a holiday shall be paid at time and one-half (1.5) their regular straight time rate of pay for all hours worked on such holiday. In addition, employees shall be paid their statutory holiday pay in accordance with the *Employment Standards Act*.

19.05 Working Day Before and After

To be eligible for holiday pay an employee must work their full work day immediately preceding such holiday and their full work day immediately following such holiday, unless absent for a reasonable cause.

19.06 Shift Partially on a Holiday

An employee who works a shift that begins or ends during the twenty-four (24) hour period of the holiday will be paid holiday pay for those hours worked during that twenty-four (24) hour period.

19.07 Absent Due to illness on a Holiday

An employee will be paid holiday pay if absent due to illness on the date of the holiday.

19.08 In addition to the eleven (11) paid statutory holidays, the Employer supports excused absence time for employees to attend religious services or to observe holidays. In these instances, employees may use vacation time, or may exchange the time with a recognized statutory holiday

19.09 Employees will be assigned their regular shifts during the period each year from December 24th to January 1st, inclusive, subject to the following:

- (a) An employee who works Christmas Day shall not be scheduled to work the immediately following New Year's Day unless the employee requests otherwise.
- (b) An employee who works New Year's Day shall not be scheduled to work the immediately preceding Christmas Day unless the employee requests otherwise.
- (c) An employee will not be scheduled to work on two (2) consecutive Christmas Days or on two (2) consecutive New Year's Days unless the employee requests otherwise.

ARTICLE 20 - SCHEDULING

20.01 Employees will not be required to work more than seven (7) consecutive days.

20.02 Schedules will be posted two (2) weeks in advance and shall cover a six (6) week period. If it is necessary to change a posted schedule, the Employer will endeavor to give the employee affected by the change as much notice as possible subject to the provisions of Article 17.02.

ARTICLE 21 - VACATIONS

21.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service as follows from the calendar year of January 1st to December 31st:

Vacation Pay

Less than 1 years of continuous service	4% of earnings
1 - 5 years of continuous service	6% of earnings
5 years of continuous service or more	8% of earnings
10 years of continuous service or more	10% of earnings
15 years of continuous service or more	12% of earnings
20 years of continuous service or more	14% of earning

Vacation Time

Each 2% of vacation pay is equivalent to one average work week for the employee. For example, an employee who works four days per week would be eligible for four days of vacation. For example, an employee who works two days per week would be eligible for two days of vacation.

To determine available vacation time an employee may refer to the vacation accrual line on the pay stub received bi-weekly.

That amount divided by the employee's hourly rate also indicated on the pay stub will give the total number of available hours of vacation time.

In addition to the times as per the pay stub an employee may request up to an additional 24 hours during the fiscal year provided it does not exceed their annual maximum vacation eligibility.

Vacation Pay Rate

The vacation rate for employees increases at the beginning of the employee's years of service. For example: At the beginning of the 2nd year of service the employees' vacation pay rate increases to 6%.

21.02 Vacation Pay on Termination

An employee terminating their employment at any time in the vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

21.03 Non-Peak Vacation Scheduling

Employees shall submit their vacation request in writing to their Team Leader or Manager for approval at least eight (8) weeks in advance of the vacation date in excess of 4 days off. A request for less than 5 days off shall be submitted as soon as practicable. Subject to operational requirements, including peak season vacations as discussed in article 21.04, vacation requests shall be granted on a first come first served basis and shall not be changed unless mutually agreed to by the employee and the Employer. The employer shall advise the employee(s) within 2 weeks, in writing, of their request for vacation if they have been approved or denied.

- (a) Once a casual has picked up a shift, they have committed to that shift and they must follow the leave request procedure if requesting the shift be removed.

21.04 Peak Season Vacation Scheduling

- (a) Definition

Peak seasons are defined as the periods between December 18 and January 8, and June 15 and Sept 15.

- (b) Submission of Request for vacation during Peak Season

Vacation requests for the peak season between December 18 and January 8, shall be submitted no later than October 1st. Vacation requests for the peak season between June 15 and September 15 shall be submitted no later than March 1st. Employees shall submit their vacation request in writing to their Team Leader or Manager for approval.

- (c) The schedule for the period between December 18 and January 8, shall be posted no later than November 15. The schedule for the period between June 15 and September 15 shall be posted no later than April 15.
- (d) In the event of conflicting vacation requests and subject to operational requirements, priority shall be established on the basis of seniority during the peak season.
- (e) Requests for peak season vacations may be submitted outside the deadline period, in which case they will be considered on a first come first served basis and granted based on operational requirements.

21.05 Duration of Vacation

An employee who wishes to schedule more than two weeks' vacation at a time must submit their request at least two months in advance. In the event the employee requires the vacation for emergency circumstances the employee must submit their request as soon as possible.

21.06 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. The extra vacation shall be taken at a mutually agreeable time between the Employer and the employee.

21.07 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

ARTICLE 22 - SICK LEAVE/PERSONAL LEAVE

22.01 Definition

Sick leave means the period of time an employee shall be entitled to be absent from work due to illness and or being disabled, and or because of an injury for which compensation is not payable under the Workers Compensation Act. Sick days may also be used to attend to personal matters.

22.02 Paid Sick Leave

Full-time & Part-time Employees

Sick leave days shall be based on the January to December calendar year, in any year. The amount of sick leave entitlement will be prorated based on your FTE status to a maximum of 10 days.

For example: 0.5 FTE x 10 days = 5 sick days
 0.8 FTE x 10 days = 8 sick days
 1.0 FTE x 10 days = 10 sick days

Sick Leave Record

Sick leave balances can be found on your paystubs.

22.03 When an employee is on an approved leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off subject to the annual expiration of sick leave credits and carry over as set out in the Article 22.04.

22.04 Carryover of Sick Leave Days

Employees who are entitled to sick leave days shall be allowed to carry over into the next year up to four (4) sick days.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 General Leave

Employees may request an unpaid leave of absence for up to six (6) months. The request must be made in writing to the Employer at least one (1) month prior to the start of the proposed leave. The request shall set out the reasons for the proposed leave of absence. Such leave shall not be unreasonably withheld. If an unpaid leave of absence is granted, the employee shall be advised in writing with a copy to the Union. In the absence of exceptional circumstances to qualify for an unpaid leave of absence, the employee must have completed twelve (12) months of employment with the Employer. At the end of the leave of absence an employee will be returned to their position or equivalent.

23.02 Bereavement Leave

In the event of the death of an employee's spouse (including same sex or common law spouse), child, stepchild, parent or sibling, step parent or step sibling, grandparent, step grandparent, grandchild, step grandchild, or spouse's parent or sibling the employee will be entitled to a leave of absence without loss of pay for five (5) days.

In the event of the death of an employees Aunt, Uncle, Niece or Nephew, the employee will be entitled to a leave of absence without loss of pay for three (3) days.

An employee may take additional days off unpaid or they may use vacation time or personal time if so entitled. Such requests will not be unreasonably denied.

Where an employee's scheduled vacation leave is interrupted due to a death as stated above, the period of such bereavement under this provision will not be counted against the employee's vacation credits. When an employee is on sick leave and qualifies for bereavement, for the purposes of pay they will be placed on bereavement leave until the leave has ended then returned to sick leave pay if applicable.

In the event the memorial service or interment takes place at a later date different from the death date, the employee may request to postpone their bereavement entitlement days.

23.03 Grandparent Leave

Employees who have been with the Employer for a minimum of three (3) months are entitled to one (1) day of paid leave upon the birth/adoption of a grandchild to a maximum of two (2) days per fiscal year.

23.04 Marriage and Civil Union

Employees who have been with Hospice Care Ottawa for a minimum of three (3) month's are entitled to paid leave to get married or enter a civil union, based on the following: one (1) day of paid leave for employees with less than one (1) year of service and two (2) days of paid leave for employees with more than one year of service.

23.05 Jury Duty

The Employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a juror or is subpoenaed as a witness in any Court. The employee will provide the Employer with proof of notice for jury duty or proof of service to act as a witness.

23.06 Leave for Union Functions

Employees elected, selected/appointed to represent the Union at Union Functions such as seminars, workshops, conventions, conferences, educational courses, etc. shall be allowed a leave of absence with pay and benefits and without loss of seniority or service. The Union shall reimburse the Employer for such pay and benefits. The Union shall provide notice to the Employer, in writing of not less than one (1) week.

23.07 Leave for Full-Time Union Activity

An employee elected, selected/appointed to a paid Union position (National or Local) shall be granted a leave of absence for a period of up to three (3) years. The employee will suffer no loss of seniority or service while on such leave. The

Union shall reimburse the Employer for the employee's wages and benefits. The Union shall provide notice of not less than one (1) month. At the end of the leave of absence the employee will be returned to their position or equivalent. The cost of any training or requalification required to perform the normal requirements of the job will be the responsibility of the employee.

- 23.08** Leaves not already covered above shall be granted in accordance with the provisions of the *Employment Standards Act* as amended.

ARTICLE 24 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

24.01 Pregnancy/Parental/Adoption Leave

Pregnancy/Parental/Adoption leave of absence without pay will be granted to an employee in accordance with the terms of the Employment Standards Act as amended. An employee may, two (2) months prior to the end of their pregnancy/parental/adoption, apply to extend the leave of absence without pay to a maximum of six (6) months.

Pregnancy leave will be granted to employees in accordance with the terms of the Employment Standards Act, except where amended in this provision.

Seniority During Pregnancy/ Parental/ Adoption Leave

While on Pregnancy/Parental/Adoption Leave an employee shall retain their full employment status and continue to accumulate seniority, vacation and sick leave credits under this Collective Agreement.

ARTICLE 25 - HEALTH BENEFITS

- 25.01** The Employer agrees to pay 100% of the health benefit premiums for all eligible permanent full-time and part-time employees. Employee health benefits are as set out in the Manulife Financial Benefits Booklet Hospice Care Ottawa created June 2023.

- 25.02** Health benefits are available to eligible permanent full-time and part-time employees who have completed three (3) continuous months of service from the date of last hire and who are consistently assigned a minimum of twenty-four (24) hours per week or forty-eight (48) hours for 2 weeks.

The twenty-four (24) hours or forty-eight (48) hours for 2 weeks can be made up of hours of work, personal/sick time and or vacation where available. Employee's whose hours fall below 24.hours per week or forty-eight (48) hours for 2 weeks will be ineligible for health benefit coverage.

25.03 Long term disability

The Employer shall provide access to a long-term disability (LTD) plan as set out with Manulife Financial Benefits Booklet Hospice Care Ottawa created June 2023. Eligible Employees shall pay 100% of the billed LTD premium.

25.04 Paid Employee Benefits

In accordance with the Employment Standards Act as amended during the period of Pregnancy/Parental/Adoption leave the Employer shall continue to pay its portion of employee benefits provided under this agreement. The employee will arrange a method to pay their portion of any employee paid benefits i.e. LTD prior to their departure on leave.

25.05 Benefits on Sick Leave

The Employer shall continue to pay the premiums for health benefits while the Employee is in receipt of Employment Insurance benefits for sick leave. The Employee who wishes to continue LTD coverage will arrange to pay the LTD premium to the Employer.

25.06 Substitute Carrier

The Employer may substitute another carrier for any of the insured benefit plans provided that an equivalent or better level of benefits are maintained. The Employer will advise the Union in writing of any change in carrier at least thirty (30) days prior to implementing such change.

25.07 Employee Assistance Program (EAP)

The Employer will offer an EAP paid program for all employees covered by the Collective Agreement. The EAP program will offer a broad range of personal and work-related assistance that employees and their immediate family members may access.

ARTICLE 26 - TRAINING AND DEVELOPMENT

- 26.01** Development and training sponsored or supported by the Employer shall be dependent on available funding.
- 26.02** It is understood and agreed that employees may elect to take part in external activities that contribute to their professional development and increase their job competency. If time away from work is required, the employee will make a request to their Supervisor two (2) weeks in advance. Approval shall not be unreasonably denied.
- 26.03** Dependant on funding the Employer may from time to time offer external development and training opportunities. Employees will be invited to express interest in the opportunity. To the extent possible the Employer will endeavor to offer access to development and training on a rotational basis taking into consideration recent opportunities and seniority amongst the employees who have completed four (4) months of service.
- 26.04** The Employer shall pay all Employees a minimum of 2 hours and for all hours to complete training or meetings, at their regular rate of pay, for any training that is mandatory and done outside of working hours. The Employer shall continue to pay all staff for training that is completed during Employer paid time at their regular rate of pay.

ARTICLE 27 - TECHNOLOGICAL CHANGES

- 27.01** The employer undertakes to notify the Local Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

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 affected by the technological change shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

ARTICLE 28 - HEALTH AND SAFETY

- (a) The Employer and the Union shall abide by the provisions of the Occupational Health and Safety Act, as amended. And any regulations passed pursuant to the Act.
- (b) The Employer and the Union agree to mutually work together to maintain a safe working environment for all employees, and to address in a timely manner any conditions that may be hazardous to the health and safety of all employees.
- (c) A Joint Occupational Health and Safety Committee shall be established. The Joint Occupational Health and Safety Committee shall hold meetings monthly or as determined by the Committee. The Committee shall maintain minutes of all meetings which shall be posted and copied to the Union and the Employer.
- (d) Time spent in Committee meetings and or Committee investigations by the Union Health and Safety representatives shall be considered as time worked at no loss of earnings or benefits to the employee(s).
- (e) There shall be at least two (2), Union representatives who will be certified workers as defined under the Occupational Health and Safety Act. The Employer shall pay for any certification costs. The Union will ensure that there are two members willing to be certified.
- (f) The Employer shall provide orientation and training in Health and Safety to new and current employees on an ongoing basis and employees shall attend required Health and Safety training sessions.

ARTICLE 29 - MISCELLANEOUS

29.01 Bulletin boards

The Employer shall provide bulletin boards at each site which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.02 Personal Devices

Employees that are required by the Employer to use their personal cellular devices will be reimbursed.

Employees required to be available on their personal devices at all times will be reimbursed up to \$35.00 per month.

Employees required to use their personal cellular device during times of power failure or disruption of service will be reimbursed at a rate of \$0.25 per minute for any phone calls made on behalf of the Employer. Employees are requested to submit a copy of the phone bill with their staff expenses. Each individual business call should be highlighted along with the total minutes of the call.

ARTICLE 30 - PRINTING OF THE AGREEMENT

30.01 Copies of Collective Agreement

The cost of printing the Agreement will be shared equally between the Employer and the Local Union. The printing of the Agreement will be in a mutually acceptable format.

In addition, the Employer agrees to provide employees with an electronic version of the collective agreement which can be accessed during working hours.

ARTICLE 31 - WORKLOAD CONCERNS

31.01 In the event that an employee has a concern with their workload they should immediately raise that concern with their supervisor. In the event that their workload concern is not resolved the employee, or possibly group of employees, may submit their concerns in writing (with a copy to their immediate supervisor) to the Labour Management Committee as constituted under Article 8.01.

ARTICLE 32 - PAYMENT OF WAGES AND ALLOWANCE

32.01 Weekend Premium

Employees shall be paid a weekend premium of an additional seventy-five cents (.75¢) per hour for all hours worked between Friday at 3:00 p.m. and Sunday at 11:00 p.m. This premium shall be in addition to the regular shift premium.

32.02 Night Shift Premium

The Employer agrees to pay seventy-five cents (\$0.75) per hour to employees for hours worked between the hours of 11:00 p.m. and 7:00 a.m. This premium shall be in addition to the regular shift premium.

32.03 Evening Premium

The Employer agrees to pay thirty (\$0.30) per hour to employees for hours worked between the hours of 3:00 pm and 11:00 pm. This premium shall be in addition to the regular shift premium.

32.04 Should an error occur on a pay which is greater than the value of one shift at an employee’s regular hours and rate of pay which is attributable to the Employer, the Employer agrees to correct the error within five (5) business days of the employee’s request.

ARTICLE 33 - PENSION RRSP


33.01 Pension – HCO will offer employees who have been continuously employed with HCO for 6 months the option to contribute to group RRSP. HCO will match the employee contribution up to 3%. Employer will have pension personnel attend the facility to educate the employees and provide plan details.

ARTICLE 34 - DURATION


34.01 This Agreement shall be effective from September 1, 2022 and shall continue in force until August 31, 2025 and thereafter from year to year unless notice in writing is given by either party to the other of its desire to change or modify it, no less than thirty (30) days and no more than ninety (90) days prior to the expiry date.

SIGNED THIS 1 **DAY OF** September, **2023.**

FOR THE EMPLOYER




Lisa Sullivan



Kate Cholewa (Aug 31, 2023 12:20 ADT)


FOR THE UNION



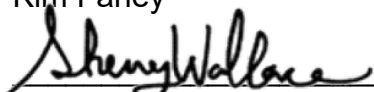
Shannon McCarthy (Sep 1, 2023 00:14 EDT)

LINDA LACOMBE

LINDA LACOMBE (Aug 30, 2023 18:56 EDT)



Kim Farley (Aug 30, 2023 17:06 EDT)



Sherry Wallace

WAGE SCHEDULE

Classification		September 1/2022	September 1/2023	September 1/2024
PSW	Start	\$21.48	\$22.02	\$22.46
	2 years	\$22.41	\$22.97	\$23.43
	4 years	\$23.64	\$24.23	\$24.72
	6 years	\$25.71	\$26.35	\$26.88
RPN	Start	\$26.90	\$27.58	\$28.13
	2 years	\$28.09	\$28.79	\$29.37
	4 years	\$29.71	\$30.45	\$31.06
	6 years	\$32.37	\$33.18	\$33.85
RN	Start	\$36.53	\$37.44	\$38.19
	2 years	\$37.32	\$38.25	\$39.02
	4 years	\$38.12	\$39.07	\$39.85
	6 years	\$40.78	\$41.80	\$42.63
Donation Admin	Start	\$23.09	\$23.67	\$24.14
	2 years	\$24.25	\$24.85	\$25.35
	4 years	\$25.82	\$26.47	\$27.00
	6 years	\$27.06	\$27.73	\$28.29
Scheduling Clerk	Start	\$18.00	\$18.45	\$18.82
	2 years	\$18.05	\$18.50	\$18.87
	4 years	\$18.10	\$18.55	\$18.92
	6 years	\$18.15	\$18.60	\$18.98
Head Cook	Start	\$23.86	\$24.45	\$24.94
	2 years	\$23.98	\$24.58	\$25.07
	4 years	\$24.11	\$24.71	\$25.20
	6 years	\$24.23	\$24.84	\$25.33

Classification		September 1/2022	September 1/2023	September 1/2024
Food Service/Cook	Start	\$18.40	\$18.86	\$19.23
	2 years	\$19.31	\$19.80	\$20.19
	4 years	\$20.56	\$21.07	\$21.49
	6 years	\$22.19	\$22.74	\$23.20
Bookkeeper	Start	\$27.84	\$28.54	\$29.11
	2 years	\$28.79	\$29.51	\$30.10
	4 years	\$29.82	\$30.56	\$31.18
	6 years	\$30.87	\$31.64	\$32.27
Kitchen Aid	Start	\$16.81	\$17.23	\$17.57
	2 years	\$17.31	\$17.75	\$18.10
	4 years	\$18.36	\$18.82	\$19.20
	6 years	\$18.91	\$19.38	\$19.77
Housekeeper 2	Start	\$17.31	\$17.75	\$18.10
	2 years	\$17.84	\$18.29	\$18.65
	4 years	\$18.36	\$18.82	\$19.20
	6 years	\$18.54	\$19.00	\$19.38
Custodian/Maintenance 2	Start	\$18.37	\$18.83	\$19.20
	2 years	\$18.88	\$19.35	\$19.74
	4 years	\$19.45	\$19.93	\$20.33
	6 years	\$20.35	\$20.86	\$21.28
Family Support	Start	\$40.73	\$41.74	\$42.58
	2 years	\$41.98	\$43.03	\$43.89
	4 years	\$43.29	\$44.37	\$45.26
	6 years	\$45.70	\$46.84	\$47.78

LETTER OF UNDERSTANDING

BETWEEN

**HOSPICE CARE OTTAWA INC.
“herein referred to as the Employer”**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2017
“herein referred to as the Union”**

Re: Seniority List at Ratification

The Employer agrees to prepare a seniority list for all employees employed at the date of ratification. Once the proposed date of ratification is known, the Employer will provide a draft list to the Union with no less than one (1) week prior to the proposed date. Full-time and Part-time employees will be listed in accordance with their most recent date of hire. Casual and Temporary employees will be listed in accordance with paid hours accumulated from their most recent date of hire as the date of ratification. The Union will verify the accuracy of the list in conjunction with the Employer. The agreed to list will form the basis for seniority calculations going forward from the date of ratification.

SIGNED THIS 1 **DAY OF** September, **2023.**

FOR THE EMPLOYER



Lisa Sullivan



Kate Cholewa (Aug 31, 2023 12:20 ADT)

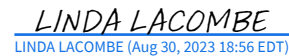
Kate Cholewa

FOR THE UNION



Shannon McCarthy (Sep 1, 2023 00:14 EDT)

Shannon McCarthy



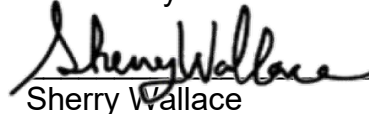
LINDA LACOMBE (Aug 30, 2023 18:56 EDT)

Linda Lacombe



Kim Farley (Aug 30, 2023 17:06 EDT)

Kim Farley



Sherry Wallace

LETTER OF UNDERSTANDING

BETWEEN

**HOSPICE CARE OTTAWA INC.
“herein referred to as the Employer”**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2017
“herein referred to as the Union”**

Re: Pension Plan

The parties will meet within the first year of the operation of the first collective agreement to review and discuss information related to possible participation in a pension plan. Either party may provide pension related information to the other side prior to meeting. Either party may invite a presenter to provide relevant pension related information. Additional meetings, if required, shall be scheduled following the first meeting.

SIGNED THIS 1 DAY OF September, 2023.

FOR THE EMPLOYER




Lisa Sullivan



Kate Cholewa (Aug 31, 2023 12:20 ADT)

Kate Cholewa

FOR THE UNION

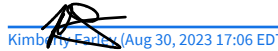


Shannon McCarthy

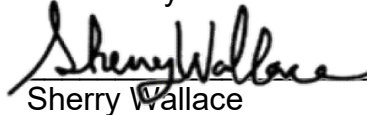


LINDA LACOMBE (Aug 30, 2023 18:56 EDT)

Linda Lacombe



Kim Farley



Sherry Wallace

LETTER OF UNDERSTANDING

BETWEEN

**HOSPICE CARE OTTAWA INC.
“herein referred to as the Employer”**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2017
“herein referred to as the Union”**

Re: Scheduling Committee

The parties will meet within the first year of the operation of the first collective agreement to review and discuss existing shift schedules and shift scheduling practices. The parties agree to undertake a complete review of all scheduling practices with a view to coming up with a workable system. Until such time as the parties may agree otherwise lines in place for employees who have more than ten (10) years of seniority as of the signing of the Memorandum of Settlement will be maintained. Additional meetings, if required, shall be scheduled following the first meeting.

SIGNED THIS 1st **DAY OF** September, **2023.**

FOR THE EMPLOYER

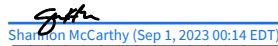


Lisa Sullivan

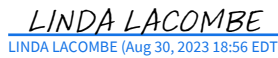

Kate Cholewa (Aug 31, 2023 12:20 ADT)

Kate Cholewa

FOR THE UNION


Shannon McCarthy (Sep 1, 2023 00:14 EDT)

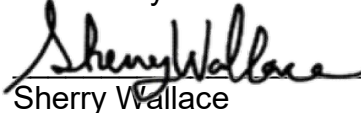
Shannon McCarthy


LINDA LACOMBE (Aug 30, 2023 18:56 EDT)

Linda Lacombe


Kim Farley (Aug 30, 2023 17:06 EDT)

Kim Farley



Sherry Wallace

LETTER OF UNDERSTANDING

BETWEEN

HOSPICE CARE OTTAWA INC.
“herein referred to as the Employer”

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2017
“herein referred to as the Union”

Re: Wage Reopener

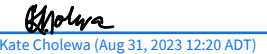
Should Hospice Care Ottawa become fully funded, Hospice Care Ottawa is willing to open the wage grid agreement for discussion via a LOU.

SIGNED THIS 1st DAY OF September, 2023.

FOR THE EMPLOYER

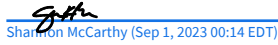


Lisa Sullivan


Kate Cholewa (Aug 31, 2023 12:20 ADT)

Kate Cholewa

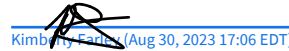
FOR THE UNION


Shannon McCarthy (Sep 1, 2023 00:14 EDT)

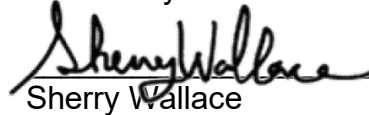
Shannon McCarthy

LINDA LACOMBE
LINDA LACOMBE (Aug 30, 2023 18:56 EDT)

Linda Lacombe


Kim Farley (Aug 30, 2023 17:06 EDT)

Kim Farley



Sherry Wallace