

COLLECTIVE AGREEMENT

BETWEEN

**OCCUPATIONAL HEALTH CLINICS FOR ONTARIO
WORKERS INC. (OHCOW)**

Hereinafter referred to as the "Employer"

AND

**THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
LOCAL 343 (COPE 343)**

Hereinafter referred to as the "Union"

Term:

April 1, 2023 to March 31, 2027

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DEFINITIONS

"Employee" means a member of the bargaining unit and includes:

Regular Full-time Employee: a regular employee is one who is employed on a continuous full-time basis and who works the regular hours of work per week

Regular Part-Time Employee: a regular employee who is employed on a continuous part-time basis

Regular part-time employees will be entitled to all of the terms and conditions of the Collective Agreement except for the following provisions:

- a. They will have a separate seniority list from full-time employees.
- b. They will accumulate vacation on a pro-rata basis. As an example, a part-time employee with three years of service who normally works a work schedule equal to half of a full-time employee's hours, who also has three years of service, will be entitled to one-half of the respective vacation with pay.
- c. Should a paid holiday fall on a day that a part-time employee usually works, the employee will not be required to work on such a day, and will be paid them regular wages for that day. There will be no rescheduling of regularly worked days in order to benefit from a paid holiday.
- d. Instead of the benefits provided to regular full-time employees, regular part-time employees will receive an additional 12% in wages in lieu of benefits. The exception being if eligibility requirements of the HOOPP plan text are met rates and salary scales will be adjusted to accommodate pension contributions. Pension eligibility will be subject to the terms and conditions of the HOOPP plan text.

Temporary Employee: A temporary employee is one who is employed on a temporary basis and is so informed in writing at the time of hiring. It is agreed that a temporary employee will not be employed for a continuous period exceeding ninety (90) days. Temporary employees shall receive 80% of the current pay rate for the entry-level for the position and shall not be eligible for any benefits.

Full-time Contract Employee: a full-time contract employee is one who is employed on a full-time basis and who works the regular hours of work per week established for their Schedule. Benefit coverage for medical and dental, and life, LTD and AD&D will take effect after 60 days. Pension eligibility will be subject to the terms and conditions of the HOOPP plan.

It is agreed however that, in the event this employee applies for a vacancy and is successful during the life of the contract, he/she would then be credited seniority to the first day of hire as a contract employee.

Part-time Contract Employee: a part-time contract employee is one who is employed on a part-time basis and who works part-time hours. Such employee is hired for a specific contract; e.g. replacement of an employee on leave of absence or to provide support for a specific project and is given written notice upon hiring and is told the expected expiry of the contract. Part-time contract employees will not be eligible for benefits and will receive a payment of 8% in lieu thereof. The exception being if eligibility requirements of the HOOPP plan text are met rates and salary scales will be adjusted to accommodate pension contributions. Pension eligibility will be subject to the terms and conditions of the HOOPP plan text.

Seconded Employee: - A seconded employee is one who is hired for a specific purpose such as a project or covering for a leave of absence. The seconded employee continues to be paid by their home employer and OHCOW shall reimburse that employer up to the level established by the collective agreement for the position filled by the seconded employee. Union dues will be paid to the union based on the employee's pay rate.

Students: – Students may be hired for a fixed term up to 4 months or placed with the employer as part of their educational program. For a paid student, the employer will notify the union representative of the rate of pay. Students will not be eligible for any of the benefit provisions under the agreement. For a non-paid placement, the employer will notify the union of the placement. Such placements shall not be used to displace or replace bargaining unit employees.

ARTICLE 1 — RECOGNITION

- 1:01** COPE Local 343 represents all employees of OHCOW employed in the Provincial Office of OHCOW, except managers and those above the rank of manager, and persons who act in a confidential capacity in matters relating to labour relations. (Note: see letter of understanding establishing process for review of proposed new positions).
- 1:02** Union Label: All printed work performed by members of this unit shall bear the 343 COPE label.

ARTICLE 2 — UNION SECURITY

- 2:01** All employees to whom this agreement applies shall be required to join the union immediately when hired.
- When interviewing job applicants, the employer shall inform them of this requirement and shall supply them with a copy of the collective agreement upon hiring.
- 2:02** All employees shall become and remain members in good standing in the union during the term of this agreement.
- 2:03** Union dues shall be deducted from the pay of every employee each month and shall be remitted to the Treasurer of the union.
- 2:04** The employer agrees that during the first working week of employment, a new employee shall attend a meeting with one of the union stewards to have explained the function of the union and the collective agreement, along with information of their rights and responsibilities as a union member, for a period not to exceed one (1) hour from the normal working week. Such employee attending this meeting, plus the union steward in attendance shall suffer no loss of wages.
- 2:05** The employer acknowledges that the union steward(s) has duties to perform and such reasonable time shall be allowed to carry out these functions during paid regular working hours.

ARTICLE 3 — MANAGEMENT RIGHTS

- 3:01** The union recognizes the sole right of the employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote; the right to determine job content and the number of employees; the right to demote, discipline, suspend, lay off and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement. The employer shall exercise its right to direct the working force fairly, reasonably and in good faith.

ARTICLE 4 — SENIORITY

- 4:01** a) During the first three months' of employment all new regular employees will be on probation. Should a longer period be required in order to allow further assessment of the employee, a second three month probationary period can be instituted providing a mutual agreement for such an extension is made between the parties to the collective agreement.
- b) Probationary employees may be terminated at any time during the three month period or extended probationary period mentioned above should their work performance prove to be unsatisfactory.
- c) Probationary employees shall be entitled to all rights and privileges of this agreement,
- 4:02** a) Seniority shall be accumulated on the basis of length of service with the employer and shall be accorded to each employee effective from the first day of employment and shall continue to accumulate until the employee voluntarily leaves or is discharged for just cause. An employee granted leave of absence or laid off shall retain their seniority status.
- b) In promotions and layoffs, seniority shall be the only consideration where the employee's ability is sufficient to perform the work required.
- 4:03** When an employee leaves this bargaining unit but remains an employee of the OHCOW, he/she shall retain all seniority to original date of hire for calculation of vacation only.
- 4:04** When two or more employees commence work in the same seniority group on the same day the procedure for establishing their relative seniority shall be as follows:
- a) The employee who commenced work at the earliest hour of the day shall be senior;
- b) When the employees commence work at the same hour, seniority shall be established through a draw with both the union and employer present.

ARTICLE 5 — HOURS & WAGES

- 5:01A** General wage increases of 2.5% retroactive to April 1, 2023; 2.5% starting April 1, 2024; 2.5% starting April 1, 2025; and 3.5% starting April 1, 2026, shall be applied to all bargaining unit salaries.

A one-time salary adjustment shall be paid to the employees listed below in the fiscal year 2023-2024:

Tony Lee - \$6,206.40; Jennifer Hayde - \$4,453.90; Lisa Wilder - \$2,190.69

Schedule 2 classifications:

| | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|--------------------------------------|-----------|-----------|------------|------------|------------|------------|
| IT Coordinator | 79,809.22 | 85,952.94 | 92,148.91 | 95,987.11 | 99,825.30 | 103,440.08 |
| 01-Apr-23 | 81,804.45 | 88,101.76 | 94,452.63 | 98,386.79 | 102,320.93 | 106,026.08 |
| 01-Apr-24 | 83,849.56 | 90,304.30 | 96,813.95 | 100,846.46 | 104,878.95 | 108,676.73 |
| 01-Apr-25 | 85,945.80 | 92,561.91 | 99,234.30 | 103,367.62 | 107,500.92 | 111,393.65 |
| 01-Apr-26 | 88,953.90 | 95,801.58 | 102,707.50 | 106,985.49 | 111,263.45 | 115,292.43 |
| Provincial Office Coordinator | 65,388.31 | 70,325.99 | 75,370.48 | 78,441.04 | 81,292.27 | 84,081.13 |
| 01-Apr-23 | 67,023.02 | 72,084.14 | 77,254.74 | 80,402.07 | 83,324.58 | 86,183.16 |
| 01-Apr-24 | 68,698.60 | 73,886.24 | 79,186.11 | 82,412.12 | 85,407.69 | 88,337.74 |
| 01-Apr-25 | 70,416.07 | 75,733.40 | 81,165.76 | 84,472.42 | 87,542.88 | 90,546.18 |
| 01-Apr-26 | 72,880.63 | 78,384.07 | 84,006.56 | 87,428.95 | 90,606.88 | 93,715.30 |
| Communications Coordinator | 65,388.31 | 70,325.99 | 75,370.48 | 78,441.04 | 81,292.27 | 84,081.13 |
| 01-Apr-23 | 67,023.02 | 72,084.14 | 77,254.74 | 80,402.07 | 83,324.58 | 86,183.16 |
| 01-Apr-24 | 68,698.60 | 73,886.24 | 79,186.11 | 82,412.12 | 85,407.69 | 88,337.74 |
| 01-Apr-25 | 70,416.07 | 75,733.40 | 81,165.76 | 84,472.42 | 87,542.88 | 90,546.18 |
| 01-Apr-26 | 72,880.63 | 78,384.07 | 84,006.56 | 87,428.95 | 90,606.88 | 93,715.30 |

5:02A The cost of living allowance formula shall be based on 1992=100 Toronto Consumer Price Index, with adjustments on each of the following dates: February 15th, April 15th, June 15th, August 15th, October 15th, and December 15th. The COLA will provide 1 cent per hour for each point 1 rise in the CPI which shall be folded into the base rate as per the above dates and shall apply to all members of the bargaining work unit

5:02B There will be no COLA adjustments unless specifically bargained and agreed.

5:03 a) Regular part-time employees shall be paid the proportion of the wage rates in accordance with their agreed to hours of work.

5:04 i) Schedule 2 employees will work 7.25 hours per day, exclusive of lunch and breaks, equating to 36.25 hours per week. Regular working hours will be established by the employer in order to fulfill the obligations, duties and responsibilities of the position.

ii) Where the Employer authorizes an employee to work in excess of 7.25 hours on a regularly scheduled work day, the employee shall receive:

(a) Compensating leave of one (1) hour for each hour worked between 36.25 hours and 40 hours (inclusive) per work week, in respect of the total hours worked during the week on regularly scheduled work days; and

(b) Compensating leave of one and one-half (1.5) hours for each hour worked in excess of 40

hours per work week, in respect of the total hours worked during the week on regularly scheduled work days.

- (c) Where the Employer authorizes an employee to work on his or her day off, the employee shall receive compensating leave of one and one-half (1.5) hours for each hour worked.

5:05 Employees shall receive equal pay for work of equal value.

5:06A In order to encourage employees to continue to expand their skills, the employer will reimburse employees to a maximum of \$550.00 per year for courses taken at recognized public or labour educational institutions outside of regular working hours. This allowance shall be subject to the approval of the employer; which approval will not be unreasonably withheld. Reimbursement will follow the successful completion of a course with a passing grade. It is agreed that special circumstances will be taken into account in connection with tuition refund.

5:06B OHCOW will provide to all employees an educational, conference, and seminar fee stipend. Employees will receive not more than one thousand dollars (\$1,000) per annum. OHCOW will provide a leave of absence with pay and benefits for the employee to attend such educational, conference, and seminar.

5:07 New classifications established during the life of the agreement shall be subject to negotiations between the parties to this agreement. In the event the parties fail to reach a mutually satisfactory agreement regarding the above, the matters in dispute may be treated as a grievance by either party and will be subject to the dispute resolution process established in the letter of understanding for new classifications/positions.

5:08 Whenever the employer proposes any change, addition, modification or deletion in the job assignments and responsibilities of any employees covered by this agreement, such shall be submitted for discussion with the employee affected and the employee's union representative for discussion. If the employee takes the position that the proposed change is so significant that it should result in a change of pay rate, and in the event no agreement is reached, the matter may be treated as a subject of a grievance pursuant to the letter of understanding for new classifications/positions.

5:09 Prior to hiring temporary employees, project employees or any person(s) on a contract or secondment basis, where the job duties do not fit into a current classification, the employer will enter into discussion with the union with a view to agreement on the classification and pay level. If no agreement can be reached, this dispute will be resolved pursuant to the letter of understanding for new classifications/positions.

ARTICLE 6 — MEALS, TRAVEL AND ACCOMODATION

6:01 For meals, travel and accommodation when away from the office, employees will be reimbursed pursuant to the applicable Ontario government directives with the exception of Article 6.02.

6:02 When an employee uses their car in the performance of their duties, he/she shall receive a mileage reimbursement at the CRA prescribed rates.

ARTICLE 7 — STATUTORY HOLIDAYS

7:01 Employees shall receive the following holidays with pay:

| | |
|---|-------------------|
| New Year's Day | Good Friday |
| Easter Monday | Victoria Day |
| Canada Day | Civic Holiday |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Eve Day |
| Christmas Day | Boxing Day |
| New Year's Eve Day | |
| Family Day | |
| National Day for Truth and Reconciliation | |

and such other holidays as are proclaimed legal holidays by federal, provincial, or municipal authorities.

It is agreed that the Seasonal Holiday shutdown will be:

2024/2025 – December 23, 2024 to January 3, 2025 inclusive
2025/2026 – December 22, 2025 to January 2, 2026 inclusive
2026/2027 – December 21, 2026, to January 1, 2027 inclusive

Note: Three (3) vacation days will be added to each Employee's vacation entitlement for the 2023-2024 fiscal period because of timelines.

7:02 Work performed on such holiday by Schedule 2 employees shall be compensated in time off at two times hours worked.

7:03 If a statutory holiday falls on a Saturday, it shall be taken on the preceding Friday, and if it falls on a Sunday, it shall be taken on the following Monday.

ARTICLE 8 — VACATION

8:01 Paid vacation shall be accorded to all employees as follows:

a) Less than one year of service will get a pro-rated entitlement of 1.66 days for each month of employment during their first year of employment.

Additional weeks of entitlement are based on the anniversary year of the employee.

b) After one (1) year and up to six (6) years of service - four (4) weeks vacation with full pay;

c) After six (6) years and up to eleven (11) years of service - five (5) weeks vacation with full pay;

d) After eleven (11) years and up to fifteen (15) years of service - six (6) weeks vacation with full pay;

e) After fifteen (15) years or more, seven (7) weeks vacation with full pay.

8:02 After completing the probationary period, an employee leaving employment shall receive vacation pay on the following basis:

Less than one (1) year of service - 1.66 days pay for each month of service;

One (1) year but less than six (6) years of service - 1.66 days pay for each month of service;

Six (6) years but less than eleven (11) years of service - 2.08 days pay for each month of service;

Eleven (11) years but less than fifteen (15) years of service - 2.5 days pay for each month of service;

Fifteen (15) years of service or more - 2.92 days pay for each month of service.

Those leaving the employ of OHCOW prior to their entitlement will be pro-rated.

8:03 When a recognized holiday falls within an employee's vacation period, another day off will be granted.

8:04 Vacations due must be taken or banked before March 31 of the fiscal year.

8:05 Vacation not taken during the current year may be accumulated on the following basis:

One (1) week per year for employees with four (4) weeks vacation entitlement;

Two (2) weeks per year for employees with five (5) weeks or more vacation entitlement.

Employees may use up accumulated vacation entitlement consecutively with their regular vacation; however, in no case can banked vacation be used until the minimum entitlement has been taken.

It is mandatory that all current and banked vacations be used prior to retirement.

8:06 It is understood that all vacations must be taken at a time mutually satisfactory to the employee and the employer with priority given to those with most seniority.

8:07 It is agreed that vacations can be taken in single days.

8:08 A regular part-time or contract employee's vacation entitlement shall bear the same relation to that of a full-time employee of equal length of service.

8:09 It is agreed that employees requesting vacation will do so in writing at least two (2) weeks prior to the desired date.

8:10 A vacation bonus will be given to all employees. This will be given in a lump sum the first pay period of June of each year. The vacation bonus payments will be included for calculation of Pension contributions subject to the terms and conditions of the HOOPP plan text.

Vacation bonus shall be as follows:

\$160 per week, listing each year during the term of this agreement.

ARTICLE 9 — GRIEVANCE AND ARBITRATION

If either party to the grievance procedure fails to meet the time limits, the other party has the right to move to the next step. Further, either party may request in writing to extend the time limits. Any such extension must be mutually agreed to by the parties and such agreement shall not be unreasonably denied.

9:01 The duly authorized representatives of both parties shall meet on the request of either party to discuss any differences or disputes which may arise with regard to the meaning, interpretation, application, or breach of this agreement. These representatives shall attempt to resolve such differences or disputes.

9:02 If an employee has any complaint, they shall take the matter up verbally with the management representative within thirty (30) days from the date the employee ought reasonably to have known about the incident which led to the complaint.

The steward/alternate shall be in attendance when presenting her/his complaint to the management representative.

9:03 If the complaint is not resolved to the satisfaction of the grievor within five (5) working days or within such time as may be mutually agreeable to the grievor and the management representative concerned, the following steps may be implemented.

STEP 1: Within ten (10) working days or such time as mutually agreed after management representative's verbal answer, the steward shall state the grievance in writing and present it to the management representative.

Within five (5) working days of receipt of the grievance, the management representative shall state their decision in writing to the steward with a copy to the grievor.

STEP 2: If the representatives of the parties are unable to agree on any such question within two (2) weeks, it shall be submitted to an arbitrator mutually agreed upon by the parties. The decision of the arbitrator shall be given to the parties at the hearing of the matter or, in the case of extenuating circumstances, no later than two (2) weeks after the hearing. The decision shall be final and binding on both parties.

The compensation of the arbitration shall be borne equally by the parties.

If the parties fail to agree on an arbitrator, the parties will each submit a name to a draw.

ARTICLE 10 — TERMINATION OF EMPLOYMENT

- 10:01** Employees with more than three (3) months of service shall be given a minimum of two (2) weeks' notice of termination or pay in lieu thereof. Employees deciding to terminate their employment must give two (2) weeks' notice.
- 10:02** Severance pay will apply to all employees and will be paid as follows: One (1) week's pay at the current rate of pay for every year of service or major portion thereof. The employee will not be entitled to any severance pay until he/she has completed two (2) years of service. In the event of the death of an employee, the amount of severance pay to which he/she would have been entitled shall be paid to their beneficiary/estate.
- 10:03** Except for just cause, the employer shall not discharge an employee unless their work proved unsatisfactory.
- 10:04** Employees whose standard of work is not up to par shall be notified in writing and the standard of work expected explained to them in detail.

ARTICLE 11 — NO STRIKES OR LOCKOUTS

- 11:01** There shall be no strikes on the part of the union or lockouts on the part of the employer during the lifetime of this agreement. This section shall not be construed as prohibiting members from respecting picket lines authorized not only by the Local Union but also by the International Union and any other union.

ARTICLE 12 — NO DISCRIMINATION

- 12:01** There shall be no discrimination on the basis of gender, sexual orientation, racial origin, nationality, colour, or religion in regard to hiring, promotions, demotions, layoffs, dismissals, rates of pay, or other terms or conditions of employment, or any other grounds as amended under the Ontario Human Rights Code, R.S.O, 1990, c.H. 19.
- 12:02** OHCOW and COPE Local 343 recognize the right of employees to work in an environment free from all forms of harassment, including sexual and racial harassment, and agree that harassment will not be tolerated in the workplace. Grievances under this Article will be handled with all possible confidentiality.
- 12:03** The employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

ARTICLE 13 — HEALTH & SAFETY

- 13:01** The employer shall make all reasonable provisions for the safety and health of the employees during working hours.

The Union may from time to time bring to the attention of the employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.

13:02 Employer agrees to use best efforts to find a suitable rest area in the building for employees.

13:03 Provision for a Joint Health & Safety Committee which shall be recognized as having the same power, rights, and responsibilities as a Joint Health & Safety Committee legislated under the Occupational Health & Safety Act, has been agreed to with specific language to follow.

13:04 Health and safety language tabled by the Bargaining Committee will be submitted to the Health & Safety Committee and their recommendations will be incorporated into the agreement.

13:05 EMPLOYER RESPONSIBILITIES

The parties agree that employees have the right to physiologically and psychologically safe working conditions. The employer shall prevent and/or correct any situation which may compromise an employee's physiological or psychological health and safety. Failure to prevent and/or correct any situation shall be a matter for referral to the grievance procedure pursuant to the collective agreement.

13:06 COMPLIANCE WITH HEALTH AND SAFETY ACT

It is agreed that the Occupational Health and Safety Act R.S.O. 1990, c. O.I. as amended 2011, c. 11, ss. 1-18 hereafter referred to as the Health and Safety Act is incorporated into and forms part of this agreement. The employer and the union agree to abide by those provisions unless this agreement provides otherwise. Amendments to the Health and Safety Act other than those indicated above shall not be incorporated into this agreement except upon written agreement of the parties.

13:07 JOINT HEALTH AND SAFETY COMMITTEES

- a) A Joint Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, with a minimum of two members. The Joint Health and Safety Committee shall be co-chaired by one union representative and one employer representative. The Health and Safety Committee shall hold meetings at least once every three months, or more frequently if requested by the Union or by the Employer to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be provided to the Employees and to the Union.
- b) The Committee in paragraph (A) shall be the joint Health and Safety Committee specified in Section 9 of the health and safety act. Pursuant to Section 9 (18) of the Act the committee shall have both the functions and powers provided under the act and under this agreement.
- c) Any worker representative on The Joint Health and Safety Committee shall be eligible to participate in training programs offered by the Workers Health and Safety Centre (WHSC). The employer will provide paid time off for the representative to participate in this training at his or her applicable hourly rate plus any premiums and cost of living allowance (COLA) for a period of up to one week per year.

The employer will pay the costs of the registration and materials for the training programs.

- d) A worker representative who has completed Level II training and any additional training which the Centre may specify, may be designated by the Centre as a "Certified Health and Safety Representative."
- e) From among the health and safety representatives on the joint committee who have been certified by the Centre, the union will appoint one worker for every 100 workers regularly employed in the workplace or portion thereof, whom the employer will recognize as the "Certified Health and Safety Representative" (Certified Representative).
- f) The employer agrees not to unreasonably restrict access of technical advisors selected by the workers representatives on the Joint Health and Safety Committee or health and safety representatives employed by the union to the workplace. The union may designate, from time to time, no more than two such persons who may attend meetings of the joint health and safety committee as observers.
- g) In addition to other training specified by this agreement the employer agrees to ensure that the health and safety committee is trained in a course or courses to be determined by the committee to enable them to address ergonomic needs on a priority basis and work towards improving the workplace, work station, or tool to fit the worker.
- h) Where a concern is beyond the scope of the committee and the technical advisers referred to under Article 13(F) or such advisors are unable to deal with the concern, the employer shall use an internal OHCOW staff member or an expert chosen by the committee.
- i) The committee shall consider such issues as the pace of production and staffing levels in the committee's consideration of ergonomics issues.
- j) Psychosocial issues such as the layout of work stations to allow for personal interaction among employees shall be included in the consideration by the joint health and safety committee in the scope of ergonomics. The purpose of addressing these issues is to reduce stress and to improve the internal working environment and worker health which is defined by the World Health Organization as the highest state of physical, mental and social wellbeing.

13:08 POWERS OF CERTIFIED HEALTH AND SAFETY REPRESENTATIVES

- a) If the Certified Representative has reason to believe that:
 - (i) a provision of the Act or regulations is being contravened; or
 - (ii) a situation exists which poses a serious risk to the health and safety of a worker;he or she may direct that the employer stop work, specifying the work or the part of the workplace or any of the equipment, machine, device, article or thing that shall be disconnected.
- b) The employer will immediately comply with a direction to stop work.
- c) Work may restart under the following conditions:

- (i) The Certified Representative and the employer agree to appropriate remedial action, which is to be carried out by the employer, and/or the Certified Representative withdraws the demand to stop work; and/or
 - (ii) An Inspector (as specified under the health and safety act) has conducted an investigation and advises that no provision of the Act has been contravened and that no worker faces a serious risk to his or her health or safety.
- d) Where the Certified Representative believes that a breach of the Health and Safety Act has occurred which does not pose a serious risk to the health and safety of an employee, but which, if uncorrected, could pose such a risk in the future, he or she may demand that the employer make specified improvements. Such demands must be acted upon by the employer unless they are overruled by an inspector.
 - e) The time spent by the Certified Representative in the performance of his or her duties will be recognized by the employer as work time, and will be paid at the applicable hourly rate plus any premiums and (COLA).

13:09 COMPENSATION FOR WORKERS AFFECTED BY A STOPPAGE OF WORK

Any worker affected by a stoppage of work under this agreement, whether because of the action of a Certified Representative, an Inspector, or a refusal to perform unsafe work, will be paid at his or her applicable hourly rate plus any premiums and (COLA) for the duration of the stoppage of work.

13:10 NO REPRISALS

The employer may under no circumstances take any action of any kind against a Certified Representative or any other worker who has acted under the Occupational Health and Safety Act or this agreement.

13:11 INSPECTION OF THE WORKPLACE

- a) The entire workplace will be inspected by a worker member of the joint health and safety committee no less than once per month.
- b) The Certified Representative may specify that special inspections of all or part of the workplace shall be carried out if he or she has reason to believe that circumstances have changed significantly since the last inspection, or when there has been a complaint from a worker of an unsafe condition, an accident or incident or a refusal by a worker to perform unsafe work.
- c) Wherever possible, inspections shall be carried out by workers certified by the Workers Health and Safety Centre as set out in Article 13(D) of this agreement.
- d) The time spent by workers in preparing for and inspecting the work shall be recognized by the employer as work time and will be paid at the applicable hourly rate plus any premiums and cost of living allowance of that employee.

13:12 JOINT HEALTH AND SAFETY COMMITTEE RECOMMENDATIONS

The employer shall respond in writing within ten (10) working days, to any formal recommendation of the joint health and safety committee.

13:13 REFUSAL OF UNSAFE WORK

- a) Notwithstanding the provisions of the Occupational Health and Safety Act, a worker may refuse to perform any work activity which he or she has reason to believe is likely to endanger someone.
- b) When a worker has refused to perform work under Paragraph (a) it is agreed that the procedures of the Occupational Health and Safety Act will apply as if the worker had refused under the terms specified in the Act.
- c) When a worker has refused to perform unsafe work either under the terms of this agreement or under the terms of the Occupational Health and Safety Act, the employer agrees not to re-assign that work to another worker, until work has been declared safe by a Certified Health and Safety Representative or by a Ministry of Labour Inspector.

13:14 DAY OF MOURNING

The employer recognizes April 28 as the annual day of remembrance for workers killed or injured on the job. Where April 28 falls on a working day, the employer agrees to; lower to half mast all flags flown at the workplace; stop work and provide a minute of silence for all employees at 11:00 a.m. in memory of workers killed or injured on the job; provide paid time off for all bargaining unit employees who wish to attend Day of Mourning ceremonies in the community. Such time off to be at the member's applicable hourly rate plus any premiums and COLA and will include reasonable travel time to and from the ceremony.

ARTICLE 14 — RIGHTS AND PRIVILEGES

14:01 Any rights and privileges at present enjoyed by the employees or mutually agreed upon hereafter shall remain unchanged during the life of this Agreement.

ARTICLE 15 — PENSION AND WELFARE

15.01 OHCOW agrees to pay premium costs necessary to provide a benefit package as described in 15.02 to 15.11 below, as applicable and subject to the terms and conditions of the benefit plans.

15.02 a) OHCOW agrees to pay the premiums for each eligible employee subject to the terms and conditions of the Green Shield Plan: Green Shield Extended Health Services, private room, audio care, Green Shield Travel Assistance and legal plan, Green Shield Medical and Drug Plan and Dental Plan Number 3K. Green Shield Drug and Dental Plans will cover current fee schedules. Such coverage will commence immediately upon employment.

b) Benefit coverage will continue for laid off workers for a period of six months after layoff.

15.03 OHCOW agrees to pay premiums for each eligible employee for the Eye Care Plan. The Eye Care Plan will provide up to \$300.00 benefit to each eligible employee and eligible family member every 24 months in accordance with the terms of the plan. OHCOW agrees to pay premiums of each eligible employee for an eye exam maximum to \$150.00 every 24 months in accordance with the terms of the plan. Such coverage will commence immediately upon employment.

15.04 All Eligible employees shall as a condition of employment enroll in the Hospital of Ontario Pension Plan (HOOPP) and be subject to the terms and conditions set out in the HOOPP Plan Text. Employees not yet eligible for membership in HOOPP shall, as a condition of employment, enroll in HOOPP when eligible in accordance with the terms and conditions of the HOOPP Plan Text.

In the event there are changes to the contribution amounts to HOOPP, the wage rates and salary scales will be deemed to be adjusted accordingly such that there is no net change to any employees's total compensation as negotiated herein.

In the event an employee previously ineligible for HOOPP becomes eligible for participation in HOOPP under the terms and conditions of the HOOPP plan text, HOOPP participation will be required and compensation (including but not limited to the applicable percentage for pay in lieu of benefits and wages) will be adjusted accordingly such that there is no net change to any employee's total compensation as negotiated herein.

15.05 OHCOW agrees to pay premiums for an Employee Assistance Program.

15.06 OHCOW agrees to pay premiums for the coverage of a Long Term Disability Plan for each eligible employee. Long Term Disability Benefits will come into effect for an eligible disabled employee only after 120 days of continuous disability as defined under the Plan. During this Long Term Disability Benefit qualifying period, OHCOW agrees to maintain full salary and benefits of the disabled employee.

15.07 a) Subject to the terms and conditions of the insurance policy the Long Term Disability Benefit shall be equal to seventy-five percent (75%) of the disabled employee's monthly salary. The maximum benefit payable is \$6,000.00 per month. The amount of earnings used to calculate the monthly benefit will be the eligible employee's pay rate on the 120th consecutive day of disability. The qualifying disability period is 120 consecutive days prior to age 65. Evidence of insurability, satisfactory to the Insurer, is required for benefit amounts over \$5,000.00 per month. Coverage terminates the date the employee attains age 65 or takes earlier retirement.

15.07 b) During the period for which Long Term Disability Benefits are paid by the insurer, OHCOW agrees to continue all group health and life insurance coverage at the level that such coverage was provided for at the time that the disability was first compensated for.

15.08 Subject to the terms and conditions of the insurance policy, OHCOW agrees to pay premiums of each eligible employee for life insurance that will be two and one half (2½) times annual earnings with an accidental death and dismemberment rider. The benefit is rounded to the next higher \$1,000.00 if not already a multiple thereof and is subject to a maximum of \$500,000.00. Evidence of insurability, satisfactory to the Insurer, is required for benefit amounts over \$300,000.00. Payment of life insurance premiums by OHCOW will terminate when an employee reaches age 70.

15:09 The employer will pay up to a maximum of \$700.00 per calendar year for expenses relating to health and wellness. This payment or payments is/are to be made upon receiving receipt(s) from the employee. All receipts must be submitted two (2) weeks before the final payroll of the calendar year.

15:10 After 5 working days of continuous illness, an employee will provide a doctor's certificate upon the employer's request.

15:11 Workers' Compensation

- a) The employer agrees that there will be no reduction in any employment benefit due to hours absent because of sickness or injury including but not limited to seniority, HOOPP contributions subject to the terms and conditions of the plan , vacation pay or medical/dental coverage.
- b) The employer shall provide the union with a copy of the employer's report of injury or disease (Form 7) when submitting same to the Workplace Safety and Insurance Board (WSIB) in order to give the union an opportunity to discuss with the employer any errors or omissions which may exist. The employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the employer and the WSIB regarding an employee's WSIB claim to both the union and the injured employee.
- c) It is agreed that the employer will provide for a top-up of WSIB loss of income benefits to provide full salary. OHCOW will continue the salary for employees off on WSIB. The employee will reimburse OHCOW for any loss of income monies received from WSIB.
- d) In the event of an employee's absence due to sickness or injury, said employee will be eligible to apply for benefits under the employer's sickness and accident insurance plan, subject to the terms and conditions of the plan, regardless of the cause of the sickness or injury.
- e) The Employer agrees to provide suitable accommodation upon agreement with the employee, union and management, where medical evidence supports such accommodation.
- f) Accommodation Plans will be reviewed on a regular basis over time to ensure they continue to meet a person's accommodation needs.
- g) The discussion and agreement will form the accommodation and/or return to work plan.
- h) Wage replacement benefits for the time not may be paid by the Workplace Safety and Insurance Board and/or the employer's insurance carrier (subject to the terms and conditions of the plan).
- i) All Employees shall be entitled to apply for any job postings regardless of their disability.
- j) The layoff and recall provisions of the collective agreement shall apply in the same manner.

15:12 The employer agrees to pay a child care allowance of \$35.00 per week per child.

An employee, who is required to be absent from home overnight on OHCOW business travel and whose dependants are all under 16 years of age, may receive assistance for each night's absence for child care expenses incurred in excess of those incurred by the employee for care of the children during the work day. The terms of assistance are as follows:

- a) An allowance of \$10.00 for each night when the child (ren) are left in the care of a friend or relative not normally residing with the family;
- b) \$10.00 for each night for nannies/housekeepers who normally reside with the family;
- c) Up to \$30.00 for employees for each night to individuals at arms length who provide child care as a regular source of income and who do not reside with the family;
- d) Up to \$40.00 for each night the child (ren) are left in the care of a bonded sitter provided by a company in the business of providing child care services and which is taxed as a company.

Receipts for (b) and (c) shall include the cost, dates of the occurrence, the sitter's name, phone number and social insurance number; and (d) would be reimbursed based on an invoice which includes the cost, dates of employment, the company name and phone number and the sitter's name.

- e) For those employees who incur child care costs beyond normal expenditures as a result of being away from home on a conference or training, such unusual child care cost shall be reimbursed one hundred percent (100%) for the additional costs. Receipts must accompany these claims.

15:13 The provision for counselling (coverage through Green Shield) shall be \$500.00 per year.

ARTICLE 16 — LEAVES OF ABSENCE

16:01 a) Any employee required to attend or serve on a jury or attend as a witness in any court of justice, coroners' jury, board of arbitration, board of conciliation, or to attend to any inquiry authorised by law, or where required by law to attend as a witness, shall be granted leave with regular pay to fulfil such duties, and such time shall not be deducted from any leave entitlement, and upon return to work, shall turn over any monies received from the Court, less expenses, to the employer.

The employer shall grant leave with pay to **non-Director** staff for the period of time he/she is required:

- i) To be available for jury selection; or
- ii) To serve on a jury.

The **non-Director** staff employee, upon return to work, shall turn over any monies received from the Court, less expenses, to the employer.

16:02 In the event of a death in the employee's family, the employee will be granted leave of

absence minimum of five (5) days without loss of pay or seniority or a reasonable period to be mutually agreed to by the employer and the employee.

If such death occurs while an employee is on vacation, upon notification to the employer, bereavement leave shall be granted and shall be excluded from the vacation period. Mutually agreeable arrangements shall be made between the employer and the employee for completion of the vacation period.

16:03 a) Leave of absence of six (6) months or less without pay shall be granted in cases of parental or adoption leave after twelve (12) months of service. This leave is in addition to the leave in Article 17-- Maternity & Parental Leaves of Absence.

b) An employee granted leave shall continue to accumulate seniority.

c) In addition to the parental and adoption sub benefit as mentioned in Article 17, it is agreed that an additional ten (10) weeks of leave will be granted and paid for at the rate of ninety-five percent (95%) of the actual weekly rate of pay for their classification, which he/she was receiving on the last day worked prior to the commencement of parental/adoption leave. This leave to be taken after the completion of the coverage of the sub plan.

d) The employer agrees to pay all premiums for benefits. With respect to pension the employer will make contributions subject to the terms and conditions of the HOOPP plan text.

e) An employee granted this leave shall continue to accumulate seniority.

16:04 For all employees, the employer will give consideration to request for leave of absence for reasonable periods of time without pay.

No such leave will be granted to an employee with less than two years of service.

Medical coverage to be continued at the expense of the employee, subject to the terms and conditions of the plan, if requested.

Upon returning from such leave of absence the employer agrees to reinstate such employee in a job with the equivalent pay classification and benefits as at the time the leave of absence took effect. Persons returning from Leave of Absence do so in accordance with the provisions in Article 4:02 (a), Seniority.

No such leave will be granted to an employee with less than two years of service.

Medical coverage to be continued at the expense of the employee if requested.

16:05 The employer will grant an employee up to two (2) days of paid leave per year to care for a sick child, spouse, partner, elderly parent, dependent or legal guardian. The time may be taken in half days.

16:06 The employer agrees to provide copies of leaves of absence for full-time employees and letter of hire for temporary staff to the Union.

16:07 Union Activity Leave:

- 1) If an employee is designated by the union to attend a convention of the International Union, COPE, the Canadian Labour Congress on its behalf, the employer shall not make any deductions from the employee's wages for the period required for such attendance.
- 2) The employer shall, at their discretion, grant a leave of absence without pay for a specified period, not to exceed one year, and with continuing seniority in the event of the employee requesting this leave to work for the International Union, the Local Union, or for the OHCOW outside of this bargaining unit, provided the employer has received one month's written notice. Such leave shall not be unreasonably withheld.

16:08 Prepaid Leave Plan

The Prepaid Leave Plan (PLP) is a plan developed to come into effect January 1, 1989, to afford all Employees the opportunity to take a six months (6) or one (1) year leave of absence and to finance the leave through deferral of salary in an appropriate amount from the previous years as outlined below. Such deferred salary is to be accumulated and, together with interest, paid out at the commencement of the leave.

- a) **Eligibility**: Any employee having two (2) years' seniority with the Employer is eligible to participate in the PLP.
- b) **Application**: Eligible employees must give six (6) months written notice to the employer of their desire to participate in the PLP. Such notice must set out the time frame for the leave. When two (2) or more employees from the same bargaining unit request the leave for the same time period, such conflicts will be resolved by the most senior employee having the first preference.
- c) **Plan Make-up**: The following shall constitute the deferral makeup of the plan:
 - i) two years (6 months leave) of one-quarter of annual salary in each year followed by 6 months leave; or
 - ii) four years (1 year) of one-fifth of annual salary in each year followed by one year of leave.
- d) **Terms and Conditions**: The payment of salary and benefits during the deferral period and the leave shall be as follows:
 - i) In each year of the PLP, preceding the leave, the employee's salary shall be reduced by up to twenty-five (25) percent.

This amount, plus any interest earned, shall be retained for the participant by the Employer, to finance the leave.

- ii) **Interest Rate**: The calculation of interest under the terms of each PLP shall be monthly (not in advance). The interest paid shall be the interest rates in effect on the last day of each month for a true savings account. The minimum rates will be those set out in writing by the bank branch with which the Employer deals.

Interest, calculated as above, shall be applied on a monthly basis. The first credit is to be made the month following the initial deposit. At the option of the employee, the money for the PLP may be invested in term deposits.

A yearly statement of the amount standing to the participant's credit will be sent to the participant by the employer.

- iii) **Benefits Structuring**: During the years of the PLP, prior to the leave, subject to the terms and conditions of the plan, any benefits related to salary level shall be structured according to the salary the participant would have received during the deferral period had the employee not been in the PLP.
- iv) **Premium Cost**: A participant's coverage for all Health, Medical, HOOPP pension contributions subject to the terms and conditions of the plan and LTD plans, that are in effect immediately prior to the leave, will, subject to the terms and conditions of the plan, if eligibility conditions permit, be maintained during the leave of absence at the employee's option, however all the premium costs of such plans shall be paid by the participant during the leave.
- v) **Vacation Holidays**: During the year of leave the employee shall not continue to accumulate paid vacations, or holidays as provided for in this Agreement. However, during the year preceding and the year following the leave, the employee will receive full vacation, and holidays in accordance with this Agreement as if employment had been continuous and not interrupted by the leave.
- vi) **Seniority**: During the leave, seniority shall continue.
- vii) **Payout**: At the commencement of the leave, the Employer shall pay to the participant the monies standing to the employee's credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned in the year of leave.
- e) **Assignment on Return**: On return from leave, a participant will be assigned to the same position.
- f) **Withdrawal Rights**: A participant may withdraw from the PLP any time up to six (6) months prior to commencement of the leave. Anyone withdrawing from the PLP shall be paid a lump sum adjustment equal to monies deferred plus interest monies accrued to the date of withdrawal from the PLP. Payment shall be made as soon as possible but must be made within 30 days of withdrawal.

On leaving employment any participant who resigns or is terminated prior to commencement of the leave, shall cease to be a participant in the PLP, and shall receive payment as outlined in the paragraph above.

ARTICLE 17 — MATERNITY & PARENTAL LEAVES OF ABSENCE

17:01 Supplemental Unemployment Insurance Plan for Maternity & Parental Leave

The Supplementary Employment Insurance (SUB) maternity plan is made available to employees of the OHCOW giving birth. To be eligible to receive this benefit a person must be employed with OHCOW for a period of three (3) months or more.

- a)** The plan will supplement employment insurance benefits received by employees for temporary employment as a result of the parental care of a newborn and for the care of an adopted child.
- b)** The SUB plan is financed solely by the employer.
- c)** All SUB payments will be accounted for separately.
- d)** An employee entitled to maternity leave under this article, who provides the employer with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to Employment Insurance Act shall be paid in accordance with Article 17:01 (g).
- e)** In respect of the period of maternity leave, payments made to an employee who qualifies will be as follows:
 - i)** for the first two (2) weeks, payment equivalent to ninety-five percent (95%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave, and
 - ii)** up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-five percent (95%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave.
- f)** In respect to parental leave, these benefits are available for the care of a new born child or for the care of an adopted child. They are available to either parent or may be shared between them.

An employee entitled to leave under this article, who provides the employer with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid in accordance with Article 17:01 (i).

- g)** In respect to the person who gives birth:
 - 1)** payments up to a maximum of ten (10) additional weeks payment at equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-five percent (95%) of the actual weekly rate of pay for her classification, which she was receiving on the last day

worked prior to the commencement of the leave.

h) In respect to the father or the adoptive parent:

1) for the first two (2) weeks, payment equal to ninety-five percent (95%) of the actual weekly rate of pay for their classification, which he/she was receiving on the last day worked prior to the commencement of the parental leave, and

2) up to a maximum of eight (8) additional weeks, payment equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-five percent (95%) of the actual weekly rate of pay for their classification, which he/she was receiving on the last day worked prior to the commencement of the leave.

i) Employees do not have a right to SUB payment except for supplementation of EI benefits for the unemployment period as specified in the plan.

j) The employee does not have any vested right except to receive payments for the covered unemployment periods.

k) Payments in respect of a guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

l) An employee granted maternity or parental leave shall continue to accumulate seniority.

m) Subject to the terms and conditions of the plan, the employer agrees to pay all premiums for benefits including HOOPP pension contributions subject to the terms and conditions of the plan.

ARTICLE 18 — JOB POSTING

18:01 When a permanent vacancy occurs or a new position is created, these positions shall be filled from within the bargaining unit, provided that suitable regular employees are available to fill vacant positions.

All job vacancies shall be posted for five working days.

Vacancies that exist in the bargaining unit will be discussed within 30 days at the Labour Management Committee.

18:02 Notice of all job vacancies and openings shall be posted on the bulletin board for at least five (5) working days. Employees shall make application for the posted position within the same five (5) days. Such notice shall contain the following information: job title, description of job duties, job requirements and qualifications and salary to be paid.

It is agreed that any job vacancies will be filled within a reasonable amount of time, but where the recruitment is internal, not more than sixty (60) days from the close of posting.

- 18:03** Where a vacancy exists resulting from the retirement of an employee, and the employer has not removed the position, the employer shall post the position thirty (30) days prior to the employee's retirement date, where the date is known in advance.
- 18:04** All employees covered by this agreement shall have the right to apply for all jobs which become vacant or new jobs. For Schedule 2 employees, seniority will not be the sole criterion in the filling of such jobs; however, where experience and ability are equal, seniority will be the determining factor in filling such jobs.
- 18.05** Temporary assignments, contracts and secondments -
Where the vacancy is not permanently funded, for example replacing a regular employee, project or pilot funding, the employer has the right to fill the position by temporary assignment, contract or secondment. The parties agree that the following conditions shall apply:
- a) When a vacancy of this nature arises, the employer shall advise the union of the reasons for the need of the position to be filled and of the proposed classification, the hours to be worked and the expected duration of the employment period. If at a later date, the employment period is to be extended, the same notice is required prior to extension.
 - b) Where the position is in replacement of a regular employee, the maximum employment period will be 24 months. Where it is likely that the period will exceed 24 months, the employer will post the position permanently at least 2 months prior to the 24 month cutoff, with the proviso that, if the original employee returns after 24 months, seniority will apply and one of the employees may be laid off.
 - c) For positions with time limited funding, the maximum employment period under this Article shall be 24 months. Where it is likely that the period will exceed 24 months, the employer will post the position permanently at least 2 months prior to the 24 month cutoff.
 - d) For vacancies covered by this paragraph, the employer will first post it as a temporary assignment for regular employees and former regular employees with recall rights for that classification. Seniority shall apply as provided in paragraph 18:04. The employee shall be paid at the higher of the minimum rate established by this agreement for the position which they are temporarily filling or a 3% increment from their current pay rate. During the period of the assignment, the employee will progress through the grid for the new position. At the end of the assignment the employee will return to their former position at the pay rate which their seniority entitles them to. During the posting and transitional period, the employer may fill the position on a temporary basis by contract.
 - e) If the position is not filled by a regular employee, the employer may then post it externally.
 - f) Temporary or contract employees shall be covered under the terms of the Collective Agreement as established in the definitions section.
 - g) A seconded employee shall be paid by their home employer and OHCOW shall reimburse that employer up to the level established by this collective agreement for the position filled by the seconded employee. Union dues will be paid to the union based on the employee's pay rate.

- h) A contract or seconded employee will be allowed to apply for a vacant or new position after all regular employees, including those with recall rights, have exercised their rights under this agreement.
- i) Temporary, contract or seconded employees shall be the first to be laid off within their classification.

ARTICLE 19 — DISCHARGE, DISCIPLINARY ACTION AND LAYOFF AND RECALL

19:01 a) Except for reduction in staff, the employer shall not discharge an employee without just cause, and only after the employee has been given appropriate warnings and disciplinary action. The onus to prove just cause must be on the employer.

- b) The employee has the right to examine and copy their personnel file with a duly appointed representative of the employer present. All written documentation in personnel files that are of a disciplinary nature shall be removed after 12 months.

19:02 In the event of a layoff, the employee will receive:

- a) Schedule 2 employees i) four (4) months' notice in writing or pay in lieu of at their regular rate of pay.
- b) in the event that proper notice, as spelled out in a) above, is given the affected employee will receive two weeks pay at their regular rate of pay on or before their last scheduled day of work.
- c) any entitlement under the severance fund.

19:03 A person on layoff will be recalled by the employer as soon as additional staff is required. Recall shall be by seniority and the ability to do the job. The person being recalled must receive notice by registered mail.

19:04 Seniority shall continue during layoff and not cease unless the person:

- a) notifies in writing that he/she has severed employment;
- b) fails to report after personally receiving the registered letter to return from layoff;
- c) has retired
- d) has been on layoff for three (3) years or the length of seniority at time of layoff, whichever is greater.

19:05 The employee will keep the employer informed of any change of address.

ARTICLE 20 — COMMITTEES

Employer understands that 20:01 refers to pay equity and would propose to work with Union on this.

- 20:01** The employer agrees to add a pay equity clause to the collective agreement and to establish a pay equity committee.
- 20:02** The employer agrees to establish a Joint Health and Safety Committee with representatives from both bargaining units and management.
- 20:03** The employer agrees to establish a Labour Management Committee to address the concerns that may arise from time to time. This committee will consist of equal numbers of bargaining unit members and management. A meeting of this committee can be called by either party.

ARTICLE 21 — NEGOTIATING COMMITTEE

- 21:01** All employees who are members of the negotiating committee shall be given up to two (2) paid days for the purpose of preparing the union proposals prior to collective bargaining.
- 21:02** All employees who are members of the negotiating committee shall be given time off with pay within thirty (30) days of signing this memorandum to proofread the amended collective agreement.

ARTICLE 22 — COLLECTIVE AGREEMENT

- 22:01** The employer agrees to provide a copy of the collective agreement to all employees of the bargaining unit within ninety (90) days of signing of the memorandum.

ARTICLE 23 — JOB SHARING

- 23:01** The employer agrees to consider a request from employees, the ability to explore job sharing and if granted, the union and the employer will negotiate a job sharing agreement.

ARTICLE 24 — BARGAINING UNIT WORK

- 24:01** Schedule 2 employees must process any letters or documents that are circulated externally. These documents must contain the initials of the employee, and the COPE union label.

ARTICLE 25 — VEHICLE EMERGENCY KIT

- 25:01** The employer agrees to provide all employees with a vehicle survival/emergency kit. The kit will include the items as outlined in a letter of intent which will be developed and revised as needed by the joint health and safety committee. The kit remains the property of the employer.

ARTICLE 26 — DURATION

26:01 This agreement shall come into effect on April 1, 2023, and shall remain in force until 12 midnight March 31, 2027, and shall be automatically renewed from year to year unless, at least 30 days prior to any expiry date, either party gives notice to the other of a desire to make revision of this agreement.

EXECUTED THIS 18th DAY OF **November 2024**.

Signed on behalf of the
Occupational Health Clinics for
Ontario Workers Inc. (OHCOW)



Michael Roche



Dave Wilken

Signed on behalf of the
Canadian Office & Professional
Employees, Local 343



Kelly Belbin, President of COPE Local 343



Jenn Hayde



Lisa Wilder



Anthony Lee

LETTER OF UNDERSTANDING
New classifications/positions or changes to
current classifications/positions

November 29, 2011

The parties agree that in the event that the Employer wishes to create a new classification or new position in the future the following process will be followed:

1. The Employer shall act in good faith in the creation of new classifications or positions.
2. Where the Employer establishes a new classification or creates a new position the Employer shall provide the Union with a copy of the job description and pay rate, including whether in its opinion the classification or position is one that should be within the bargaining unit or not.
3. For the purposes of clarity and definition, the parties understand that a managerial position will be one in which, among other duties, the incumbent exercises direct or effective control over employees in the bargaining unit in respect of terms of conditions of employment, employment policies, hiring, performance evaluation, discipline, termination of employment, grants time off with or without pay, assigns overtime, attends at grievance meetings on behalf of the Employer, etc. Specifically, a position will not be considered managerial where it has a lead or coordinating role for another employee, or team of employees, but does not have managerial authority as defined in this paragraph. The use of the term "manager" or other normally managerial position names will not be determinative regarding whether that position is managerial. The position must meet the test specified in this paragraph.
4. The parties further understand, for the purposes of clarity and definition, that a position relating to a person who acts in a confidential capacity relating to labour relations will be one in which there is regular material involvement in matters relating to labour relations, such involvement is at the core of the position, and the information to which the incumbent has or would have access is confidential since its disclosure would adversely affect the interest of the Employer. Specifically, a position will not be considered to act in a confidential capacity relating to labour relations solely because it provides access to confidential information in the course of clerical or other support roles, for example for filing or copying. The position must meet the test specified in this paragraph.
5. Within two (2) weeks of receipt of notification from the Employer of the creation of a new classification or position, along with the information described above in Para. 2, the Union shall provide the Employer with its position in respect of the new classification or new position. In the event that the Union does not respond it will be deemed to have no dispute regarding the proposed classification or position.
6. In the event that the Union disputes the Employer's proposal, or if it requests further information, the Employer will have one (1) week to provide a response to the Union.
7. The Union will then have one (1) week to provide the Employer with its final position regarding the proposed classification or position.

8. In the event that the parties cannot agree about the placement of a position in or out of the bargaining unit following this process, either party may refer the matter to the expedited mediation-arbitration process described below for final and binding resolution.
9. The parties agree that it is in their mutual best interest to resolve these disputes as quickly as possible. It is therefore agreed that in the event of a dispute and referral of an issue to expedited mediation-arbitration, the Employer will contact Ms. Janice Johnston and request that she convene a mediation-arbitration within two weeks. In the event that Ms. Johnston is unable to provide any available date within that time frame, the parties agree that Mr. Jules Bloch will act as the mediator-arbitrator, and will be invited to convene a mediation-arbitration within two weeks of his being contacted. Should neither Ms. Johnston nor Mr. Bloch be available, the parties agree to refer the matter to the Minister of Labour for the appointment of an arbitrator under the expedited arbitration provisions of the *Labour Relations Act, 1995*.
10. Should Ms. Johnston and/or Mr. Bloch not wish to act as mediator-arbitrators, or be unable to do so, the parties may discuss and agree upon new names of mediator-arbitrators as replacements.
11. The mediator-arbitrator appointed by the parties will have two (2) days from the date of the mediation-arbitration to issue a decision. Such decision will be binding on the parties.
12. The cost of the mediation-arbitration shall be borne equally by the parties.
13. The process established by this letter of understanding shall also apply where the employer adds or changes job duties in a current classification/position and the employee takes the position that this has significantly changed the nature of the job and therefore should require a change in pay.

This letter of understanding forms part of the collective agreement.

SIGNED THIS 18th DAY OF **November 2024**.

FOR THE EMPLOYER:



Michael Roche



Dave Wilken

FOR THE UNION:



Kelly Belbin, President of COPE Local 343



Jenn Hayde



Lisa Wilder




Anthony Lee

LETTER OF INTENT
BETWEEN
OCCUPATIONAL HEALTH CLINICS FOR ONTARIO WORKERS INC. (OHCOW)
AND
CANADIAN OFFICE & PROFESSIONAL EMPLOYEES
UNION, LOCAL 343 (COPE 343)


The Employer and the Union agree that in the event that the Provincial government places a premium on health care it is agreed that the employer will cover the premiums.

SIGNED THIS 18th DAY OF **November 2024**.

FOR THE EMPLOYER:




Michael Roche




Dave Wilken

FOR THE UNION:




Kelly Belbin, President of COPE Local 343



Jenn Hayde



Lisa Wilder



Anthony Lee

LETTER OF INTENT
BETWEEN
OCCUPATIONAL HEALTH CLINICS FOR ONTARIO WORKERS INC. (OHCOW)
AND
CANADIAN OFFICE & PROFESSIONAL EMPLOYEES
UNION, LOCAL 343 (COPE 343)

No employee covered by this agreement shall receive any benefits (including Green Shield Extended Health Services, Green Shield Medical Plan, Drug Plan, Dental Plan and Eye Care Plan, and Life Insurance) upon retirement.

Without limiting the generality of the foregoing, employees hired on or after April 1, 2005, shall not be entitled to any of the aforesaid benefits upon retirement.

SIGNED THIS 18th DAY OF **November 2024**.

FOR THE EMPLOYER:



Michael Roche



Dave Wilken

FOR THE UNION:



Kelly Belbin, President of COPE Local 343



Jenn Hayde



Lisa Wilder




Anthony Lee

LETTER OF INTENT
BETWEEN
OCCUPATIONAL HEALTH CLINICS FOR ONTARIO WORKERS INC. (OHCOW)
AND
CANADIAN OFFICE & PROFESSIONAL EMPLOYEES
UNION, LOCAL 343 (COPE 343)


It is agreed that with respect to working from home it is not an entitlement approach but a customized approach governed by a letter of understanding, policy and signed agreements with each employee who may be working at home.

SIGNED THIS 18th DAY OF **November 2024**.

FOR THE EMPLOYER:




Michael Roche




Dave Wilken

FOR THE UNION:



Kelly Belbin, President of COPE Local 343

Jenn Hayde



Lisa Wilder



Anthony Lee

LETTER OF UNDERSTANDING
BETWEEN
OCCUPATIONAL HEALTH CLINICS FOR ONTARIO WORKERS INC. (OHCOW)
(the "Employer")
AND
CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 343
(COPE 343)
(the "Union")

Flexible Work Arrangement – 9-days per Fortnight Pilot Process

In recognition of the bargaining unit members' desire to implement a 9-days per fortnight work arrangement that was discussed during the recent contract negotiations, the Employer and the Union agree to participate in a pilot process.

Both parties agree that the pilot process is the best way to experiment and introduce a flexible work arrangement and then to examine the impact on operational effectiveness and the collective agreement.

It is understood that it is Management's right to determine the terms, duration, and ongoing continuation of the pilot.

The 9-days per fortnight work arrangement pilot process shall not be cancelled arbitrarily, and all reasonable suggestions to address issues will be considered with a goal of not hindering the pilot's success. In the event the Employer is considering discontinuation, thirty (30) days' notice will be given.

With regard to the implementation, both parties agree to the following outline but acknowledge additional component parts may be required to ensure its success:

The Employer shall implement the 9-days per fortnight flexible work after arrangements have been made for COPE members to complete cross-training and have their duties covered off appropriately and, allowing for sufficient time to make payroll and vacation adjustments.

Both parties shall make best efforts to implement the 9-days per fortnight rotation with a start date of February 5, 2024.

The Workday breakdown for the 9-days per fortnight rotation will be agreed to in the following framework of the COPE members' work schedule:

One (1) week 40 (forty) hours.

One (1) week 32.5 (thirty-two and one half) hours.

Total # of hours per 9-day rotation 72.5 (seventy-two and one half) hours.

Office Admin Staff to not be off on a Monday and not on the same day.

Staff on days off need to give appropriate notice by voicemail and email signatures.

With the exception of Statutory Holidays, leaves, and unforeseen circumstances, there will be one person in the office on each day of the week on the 4-day work weeks.

The bargaining unit members recognize that unexpected issues may arise and agree to propose resolutions to proactively address such issues. The bargaining unit further agrees that they will be available by phone for an emergency if any should present itself on the tenth (10th) day of the rotation.

Compensating leave of one and one-half (1.5) hours shall be put into effect for each hour worked in excess of forty (40) hours, in respect of the total hours worked during either week of the 9-days per fortnight rotating schedule. Where the Employer authorizes an employee to work on their day off of the 9-day process, the employee shall receive compensating leave of one and one-half (1.5) hours for each hour worked.

The Employer shall recognize a Committee to be made up of representatives from both the employer and the bargaining unit to assist in this process. Both sides will determine their own members.

SIGNED THIS 18th DAY OF November 2024.

FOR THE EMPLOYER:



Michael Roche



Dave Wilken

FOR THE UNION:



Kelly Belbin, President of COPE Local 343



Jenn Hayde



Lisa Wilder



Anthony Lee

SENIORITY LIST

Anthony Lee

February 1, 1999

Jenn Hayde

February 10, 2020

Lisa Wilder

July 18, 2022