

Collective Agreement

between

Hamilton Family Health Team

Hamilton Family Health Team

and

**The Canadian Union of Public Employees and
its Local 4923**

CUPE

October 1, 2024 to September 30, 2027

rm/ma/cope491

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This Agreement made this day of October 1, 2024

BETWEEN

The Hamilton Family Health Team, hereinafter referred to as
the "Employer"

AND

The Canadian Union of Public Employees and its Local 4923, hereinafter referred to as
the "Union"

ARTICLE 1 – Purpose

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement. It is recognized that the Employees and the Employer wish to work co-operatively together to provide the best possible services to the community.

ARTICLE 2 – Management Rights

2.01 The Union recognizes that the Employer has retained and shall possess and exercise all rights, functions, power, privileges and authority that it possessed prior to the execution of this Agreement except those that are expressly and specifically relinquished or restricted in this Collective Agreement. It is understood that the discipline or discharge of an employee who has completed their probationary period shall be subject to the principle of just cause.

2.02 The Employer has the right to make and implement fair and reasonable rules and regulations. Any changes in such rules and regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this Agreement.

ARTICLE 3 – Recognition/Definitions

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Mental Health Counselors, Social Workers and Part-time Mental Health Group Facilitators employed at Hamilton Family Health Team in the City of Hamilton save and except coordinators and persons above the rank of coordinators.

It is understood that where a Coordinator position consists of 50% or more of the FTE, such Coordinator position shall fall outside the scope of the bargaining unit.

3.02 Role Descriptions

The Employer agrees to provide the Union with the current Mental Health Counsellor and Part-time Mental Health Group Facilitators role descriptions for positions covered by this Collective Agreement and any revisions thereafter.

3.03 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.04 Where the singular is used in this Agreement, it shall mean and include the plural where the content so implies.

3.05 Full-time Equivalent' or 'FTE'

For the purpose of this Agreement, 1.0 Full-time Equivalent or 1.0 F.T.E. equals 2080 hours per year.

3.06 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by employees in the bargaining unit shall not be contracted out.

3.07 'Temporary Employee'

A "temporary" employee shall be deemed to be an employee who is hired for a specific term not to exceed twelve (12) months, to replace an employee who is on approved leave of absence or to perform or to staff a special one-time project where funding for such a project(s) is non-continuing. This term may be extended for a further six (6) months on mutual agreement of the Union, employee and the Employer, where the leave of the person being replaced or the one-time project extends that far.

3.08 Definition of Employee

- (a) a "full-time Employee" shall be deemed to be an employee who regularly works .8 Full-time Equivalent or greater;
- (b) a "part-time Employee" shall be deemed to be an employee who regularly works less than .8 Full-Time Equivalent.
- (c) a "part-time Mental Health Group Facilitator" shall be deemed to be an employee who does not work on a regular basis and is hired solely to facilitate Mental Health Groups.

ARTICLE 4 – Harassment and Discrimination

4.01 In accordance with the Labour Relations Act of Ontario, the Employer and the Union agree that they will not discriminate against any Employee, or intimidate, threaten, coerce or restrain any Employee because of membership or non-membership, past or present in the Union.

4.02 Harassment and Discrimination – Ontario Human Rights Code

The Parties to this Agreement are committed to creating and maintaining a working environment that is founded on the principles of the Ontario Human Rights Code. Therefore, the Parties to this Agreement are committed to creating and maintaining a working environment where behaviour that is contrary to the Ontario Human Rights Code is not condoned.

Complaints may be filed in accordance with the grievance and arbitration procedures set out in this Agreement, provided that if the allegations involve the person who would normally deal with the first step of such a grievance, the next level of supervision will hear the grievance.

The Employee also has the right to file a complaint directly with the Ontario Human Rights Commission. In the event that the Commission elects to investigate or otherwise proceed with the complaint, applicable grievance and arbitration timelines will be extended until those proceedings are concluded.

Employees found to have harassed or discriminated against others could face disciplinary action ranging from verbal warning up to and including termination.

Where an investigation concludes that a transfer of an employee may be required for the protection of the employee who has been harassed, it shall be the employee who has instigated the harassment who shall be transferred and not the employee who is victim to the harassment except in cases where the victim has requested the transfer.

4.03 An employee, having filed a formal/written complaint of harassment and/or discrimination, or is a subject of such a complaint(s), in accordance with the Employer's policy and/or the Collective Agreement, shall be entitled to union representation during any meetings they are required to attend with management. At the time that such a written complaint is made and/or received by either the Employer or the Union, the receiving party shall notify the other party of the complaint accordingly prior to the investigation being initiated.

ARTICLE 5 – Union Security

5.01 Within fifteen (15) calendar days of the employee's employment, a Union representative will be given an opportunity to meet with a new employee at a time and location mutually agreed upon between the representative and the Manager for a period of up to thirty (30) minutes during normal working hours, to explain the function of the Union. Such employees attending this meeting and the Union representative shall suffer no loss of wages. If it is determined by the Employer that it is more practical to conduct the meeting as a group session, the duration of the session shall not exceed thirty (30) minutes in total. All new Employees shall be given a copy of the Collective Agreement at this first meeting with the Union representative.

ARTICLE 6 – Dues Deduction

6.01 The Employer agrees to deduct from the bi-weekly pay of each Employee who is covered by this Agreement a sum equivalent to the Union authorized dues.

6.02 The deductions collected in accordance with 6.01 above shall be forwarded in one monthly cheque to the local union Secretary-Treasurer, not later than fifteen (15) calendar days after the last dues are deducted for the month. The cheque shall be accompanied by a list of the names and addresses of employees from whose wages the deductions have been made.

The list shall indicate layoffs, transfers and recalls. This list shall also indicate the status of employees including new hires and any changes to the full-time equivalent for existing employees. Any removals from the list shall also be noted with a reason for the removal.

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

6.04 The Employer agrees to provide on each Employee's T-4 form a statement of the total Union dues deducted for that year.

ARTICLE 7 – No Strikes or Lockouts

7.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts as long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 8 – Committees

8.01 The Negotiating Committee shall be entitled to have present, and be represented by a representative(s) of the Canadian Union of Public Employees at all negotiation meetings held between the Employer and the Union which are held in accordance with Article 8.03.

8.02 In advance of collective bargaining, the Employer will make available to the Union any information that is reasonably required by the Union such as job descriptions and job postings in the bargaining unit, job classifications, wage rates and policies required for collective bargaining purposes.

8.03 Up to five (5) employees, including one (1) alternate, shall be elected or appointed to meet with the Employer for the purpose of bargaining the renewal of this Agreement. The Union will advise the Employer of the names of the Bargaining Committee members. Employee representatives shall not suffer a loss of pay as a result of their attendance at a bargaining meeting with the Employer during their regularly scheduled hours of work, up to but not including conciliation, provided that the total pay is not greater than sixteen (16) days in total, calculated at 8 hours per day, for all employees combined. It is understood and agreed that this Article shall also apply to negotiations related to the potential amendment of the existing Collective Agreement prior to its expiry.

8.04 Labour Management Committee

It is agreed that a joint committee will be established with up to three (3) representatives from the Union and up to three (3) representatives from the Employer. This committee shall meet every other month or more frequently where mutually agreed. Such a request to meet shall not be unreasonably withheld. The parties agree that the purpose of the Labour-Management Committee includes but shall not be limited to:

- a) promoting and providing effective and meaningful communication of information and ideas; and
- b) discussing and reviewing matters relating to the application of the Collective Agreement and to resolve issues before they become the subject of a policy grievance.

8.05 Joint Occupational Health & Safety Committee

- (a) The Employer's approach to health & safety matters shall be governed by the provisions of the Occupational Health and Safety Act and its regulations. In compliance with the Act the Employer agrees to the establishment of a Joint Health & Safety Committee which will include up to two (2) representatives for the Union. The membership of the Committee shall consist of no more than 50% representation from the Employer.

- (b) The Joint Occupational Health & Safety Committee shall identify potential dangers and hazards, and make recommendations for the improvement of health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- (c) Meetings shall be held at a minimum of every three (3) months or more frequently should the committee deem it necessary. The committee shall maintain minutes of all meetings and make same available for review.
- (d) Any committee member appointed or selected shall be given time off to attend meetings, and such time off shall be considered time worked.

ARTICLE 9 – Stewards

- 9.01 The Union shall provide the Employer with the names of its officers and stewards. Similarly, the Employer shall provide the Union with a list of its personnel, with whom the Union may be required to transact business.
- 9.02 In order to provide an efficient, orderly and expeditious procedure for the settling of grievances or disputes, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any Employee in presenting their grievance in accordance with the grievance procedure as per Article 10.
- 9.03 The Union agrees that there will be no Union business in the workplace or during working hours except as specifically provided for in this Agreement.
- 9.04 The Union agrees that there shall be no use of the Employer's computer technology, computer systems or other telecommunication systems for the purpose of communicating with its membership without permission provided by the Employer. Such permission shall not be unreasonably withheld where it is of mutual benefit to facilitate communication in this manner. Notwithstanding, the employee will be permitted to use the Employer's laptop/computer to attend a virtual union meeting provided the use of the equipment is in a private space that is not shared with others who are not in the bargaining unit and provided that it is during the employee's meal period.
- 9.05 No employee shall act in the capacity of elected or appointed representatives referred to in this Agreement until after they have successfully completed the probationary period.
- 9.06 The Union acknowledges that the Union Stewards and the Grievance Committee members have duties to perform for the Employer and shall not absent themselves from their duties unreasonably in order to attend to the grievances of employees. It is understood that once permission has been granted by the Employer to attend to grievance matters, Union Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties as Union Stewards.

In consideration of this acknowledgement and undertaking, the Employer will compensate them for time spent with the Employer in the handling of grievances. It is understood that the Employer is not required to pay for the attendance of more than one steward at grievance and/or mediation meetings and is not required to pay wages for attendance at arbitration. Such compensation shall not extend beyond the regularly scheduled working hours of the Steward. The Union recognizes that each Union Steward is employed by the Employer and that they shall not leave their work during working hours except to perform duties as described under this Agreement. Therefore, no Union Steward shall leave work without first obtaining permission of their Manager, Mental Health Program or designate; such requests shall not be unreasonably denied and shall be responded to in a timely manner. When resuming their regular duties and responsibilities, Union Stewards shall again report to the Manager, Mental Health Program or designate.

ARTICLE 10 – Grievance Procedure

10.01 For the 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 this Agreement including any question as to whether a matter is arbitrable.

10.02 It is the mutual desire of the Parties hereto that any complaint arising between the Employee and the Employer with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.

10.03 Step 1

It is agreed by the Parties that an Employee has no grievance until they have first given the Manager, or designate, an opportunity to adjust the complaint at a meeting scheduled for that purpose. Such meeting shall be scheduled as soon as possible but no later than four (4) business days (Monday to Friday, exclusive of statutory holidays) of registering the complaint. An employee may, if requested by the Employee, be accompanied by a Union Steward at the meeting. The complaint shall be raised with the Manager no later than ten (10) calendar days after the circumstances giving rise to the issue has occurred or ought reasonably to have come to the attention of the employee. If, after registering the complaint with the Manager or designate and such complaint is not settled within four (4) calendar days following the meeting, or within any longer period which has been agreed to by the parties in writing, then Step 2 of the grievance procedure may be invoked.

10.04 Step 2

If the matter remains unresolved at the conclusion of Step 1, the grievance may be submitted at the request of the employee, in writing, to the Director, People and Culture and the CEO or their designate, within four (4) business days. The Director or their designate, shall within four (4) business days hold a meeting with

the grievor and the Union Steward in a final attempt to resolve the grievance. The CUPE National Representative shall have the right to attend this meeting. The Director shall, within four (4) calendar days, issue a written response to the Union. Should the Employer deny the grievance, the response should state the reason(s) for the denial.

10.05 The time limits and procedures set out in the Grievance provisions herein shall be strictly complied with except by the written agreement of the parties to extend the time limits.

10.06 Group Grievance

When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Employer at Step 2 of the grievance procedure, provided that the grievance is submitted no later than fifteen (15) calendar days after the circumstances giving rise to the complaint has occurred or ought to have reasonably come to the attention of the employees.

10.07 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement may be originated at Step 2 of the grievance procedure within fifteen (15) days after the circumstances giving rise to the issue has occurred or come or ought to reasonably have come to the attention of the grieving Party.

10.08 In the case of any employee, who has completed their probationary period, and feels that they have been unjustly discharged, the grievance may be presented to the Employer beginning at Step 2 of the grievance procedure. In addition, probationary employees who feel that they have been terminated in an unfair or discriminatory manner shall also be permitted to present a grievance commencing at Step 2 of the grievance procedure.

ARTICLE 11 – Arbitration Procedures

11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including questions as to where an allegation is made that this Agreement has been violated, or any question as to whether a matter is arbitrable, either of the parties may within thirty (30) calendar days of receiving the Step 2 written reply after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to proceed to arbitration.

The referring party shall indicate whether it intends to proceed with the matter before a Board of Arbitration or sole Arbitrator. Subject to the provisions of section

49 of the Ontario Labour Relations Act, either party may request that the Minister appoint a sole arbitrator.

If the referring party is requesting appointment of a sole arbitrator it shall, in its notice of intent to proceed to arbitration, suggest a person to serve as Arbitrator. The other party shall respond within ten (10) calendar days, either agreeing to the proposed sole arbitrator or suggesting alternate Arbitrators. If the parties cannot agree on an Arbitrator within thirty (30) calendar days, either party may request the appointment be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach agreement.

A request for a Board of Arbitration shall name the party's nominee to the Board of Arbitration. The recipient of the notice shall within fourteen (14) calendar days advise the other party of the name of its nominee to the Board of Arbitration. The nominees to the Board of Arbitration shall then attempt to decide upon the selection of the chairperson of the Board. If the parties cannot agree upon the selection of the chairperson within twenty-one (21) calendar days, either party may request that the appointment of the chairperson be made by the Minister of Labour for the Province of Ontario, or continue to attempt to reach agreement.

Once a written request has been made to proceed to Arbitration, the Parties may mutually agree to grievance mediation. Arbitration of the matter shall be suspended pending the mediation of the grievance. The mediator shall be selected by mutual agreement of the parties which shall be confirmed in writing with expenses shared equally.

11.02 Decisions of the Arbitrator or Board of Arbitration

The sole Arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any Employee affected by it. In the case of a Board of Arbitration, the decision of majority shall be the decision of the Board.

In no event, however, shall any sole Arbitrator or Board of Arbitration have the authority to make any decision which is inconsistent with the terms of this Agreement or to change, alter, modify or amend any of the provisions of this Agreement. The sole Arbitrator or Board of Arbitration shall deal solely with the matter in dispute within the confines of this Collective Agreement and any legislation over which they have the jurisdiction to interpret and apply pursuant to the Ontario Labour Relations Act.

Unless the parties otherwise agree, no person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

11.03 Arbitration Expenses

Each party shall bear the fees and expenses of its own nominee, if any, its witnesses and of the preparation and presentation of its own case. The fees and expenses of the Chairperson or sole Arbitrator incidental to the Arbitration hearing shall be borne equally by the Parties.

11.04 Time Limits

The time limits and procedures set out in the Grievance provisions herein shall be strictly complied with except by the written agreement of the parties to extend the time limits.

ARTICLE 12 – Discharge, Suspension and Discipline

12.01 An employee shall have the right to have a Steward or designate present at any meeting which may result in disciplinary action and/or when discipline is imposed. The Employer shall make arrangements for the attendance of a Steward or designate. Any warning shall be subsequently confirmed in writing to the employee and a copy shall be sent to the Union. Should the employee wish to respond in writing to the warning, their response shall also become part of their personnel record.

12.02 No verbal or written warnings, including letters of suspension shall be used against an employee at any time after eighteen (18) months has elapsed from the date of the letter provided that the employee has remained discipline-free during the same eighteen (18) month period.

ARTICLE 13 – Seniority

13.01 Seniority for employees, with the exception of part-time Mental Health Group Facilitators is defined as the length of service in the bargaining unit and shall include service with the Employer and the previous organization (HSO) prior to certification/recognition of the Union. Part-time Mental Health Group Facilitators will accumulate seniority on the basis of hours worked i.e. 1500 hours worked equals one year. Part-time Mental Health Group Facilitators cannot accumulate more than one year of seniority in a calendar year. Unless otherwise stated in the Collective Agreement, seniority shall be used in determining preference or priority for FTE postings in accordance with Article 14.01 and, layoff and recall. Seniority shall operate on a bargaining unit-wide basis.

13.02 The Employer shall maintain a seniority list showing the employee's name, seniority and last date of hire. An up-to-date seniority list shall be provided to the Union and posted on the Union bulletin board in January of each year.

13.03 Probationary Employees

- (a) Recognizing that the Employer requires a review period in order to assess the qualifications, skill, ability and suitability of new employees to work with the Employer, the probationary period for all employees shall be as follows:
 - i) For Employees, with the exception of part-time Mental Health Group Facilitators: the earlier of five-hundred and twenty (520) hours worked or six (6) continuous months of employment from last date of hire.
 - ii) For Part-time Mental Health Group Facilitators: upon completion of two-hundred and sixty (260) hours worked from last date of hire.

After the completion of the probationary period, the employee will be credited with seniority earned during the probationary period.

- (b) For employees, excluding part-time Mental Health Group Facilitators, the probationary period may be extended by mutual agreement in writing between the Employer, the Union and the Employee up to a maximum of an additional two hundred and sixty 260 hours or three (3) months worked.
- (c) The Employer agrees to conduct a mid-point probationary review as well as an additional review prior to the expiry of the probationary period and such reviews shall be in writing.

The Employer agrees that in the release of an employee during the probationary period, it shall act in a fair and non-discriminatory manner.

13.04 An employee shall lose all service and seniority and shall be deemed to have terminated if they:

- (a) voluntarily quit or retire the employ of the Employer and is not rehired within three (3) months;
- (b) are discharged and not reinstated through the grievance and/or arbitration procedure;
- (c) have been laid off for more than twelve (12) months;
- (d) following a layoff, fails to advise the Employer within five (5) days of receipt of notification to return to work sent by registered mail to the last address on record with the Employer of their intention to return to work;
- (e) fail to report to work on the date and at the time specified in said notice;
- (f) are absent from work for five (5) days or more without notifying the Employer of such absence and providing the Employer with a satisfactory reason.

- (g) in the case of Part-time Mental Health Group Facilitators, failed to work or failed to sign up for three group facilitation schedules in a 12 month period, unless otherwise previously approved by the Employer.

13.05 Position Outside the Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event that the Employee is returned by the Employer to a position within the bargaining unit within fourteen (14) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to a position within the bargaining unit within fourteen (14) months, shall forfeit their bargaining unit seniority.

ARTICLE 14 – FTE Postings

- 14.01 When a new FTE position is created, or when a vacancy occurs, including vacancies expected to last more than sixty (60) days, the Employer shall electronically post the vacancy on the Employer's digital platform until such time that an automatic notification of the job posting can be subscribed to on the digital platform, and subject to the capability of the platform, so that employees are made aware and can make written application by the closing date. Each posting shall include the FTE, the general hours of work, the current geographical location and practice physician, and applicable qualifications related to the needs of the practice and shall be posted for seven (7) business days. A copy of each posting shall also be provided to the Union.
- 14.02 Appointments shall be made based on the applicant with the greatest seniority having the bona fide qualifications in accordance with Article 14.01 provided that the total FTE does not exceed 1.0.
- 14.03 Appointments from within the bargaining unit shall be made within two (2) weeks from the posting expiry date. The successful candidate will transition to the new practice within a period not to exceed four (4) weeks unless mutually agreed between the Employee and the Practice. Exceptions to this article are for those positions awarded in accordance with Article 14.08.
- 14.04 For the purpose of preserving continuity of care, the Employer is not required to consider employees who have not been in their current practice for at least one year. The employee would however, be considered if the new FTE is in addition to the existing FTE assignment(s) up to a maximum of 1.0 FTE.
- 14.05 The Employer may hire employees from outside the bargaining unit if there are no successful candidates from within. It is understood however, that although external advertising may run concurrently with an internal job posting, outside

candidates shall not be interviewed until all internal applications from bargaining unit members have been considered.

14.06 Each applicant to a posted position, as well as the Union, shall be notified of the name of the successful applicant within seven (7) calendar days of the date of appointment.

14.07 The Parties understand that each practice has the potential to grow and expand services. The parties therefore agree that the Employer shall offer any increase to an existing FTE outside of the posting procedure to an employee already assigned to the practice. Should there be more than one employee in the practice, the increase in FTE shall be offered by seniority. Should the employee(s) decline the increase in FTE, the Employer will post as per Article 14.01.

14.08 Postings While on Vacation

When an employee will be absent on vacation, the employee may advise the manager, in writing, and no more than seven (7) days prior to beginning the vacation, that the employee wishes to be considered for any internal FTE postings which might arise during the employee's vacation.

The written notice must specify the FTE and/or area for which the employee wishes to be considered as well as a phone number and/or email to contact the employee. If such postings arise during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager. The Employer may offer the position to another suitable candidate if the employee cannot be reached at the contact number/email specified and has not responded to the Employer within 72 hours of a message being left.

ARTICLE 15 – Lay-off and Recalls

15.01 Definition of Layoff

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

15.02 In the event of a layoff, employees shall be laid off in reverse order of seniority.

15.03 Notice of Layoff

In the event of a proposed layoff as defined in Article 15.01 of a temporary and/or permanent and/or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (a) provide the Union with a minimum of four (4) week's written notice prior to the lay-off or the elimination of a position. This notice is not in addition to the required notice for individual Employees.
- (b) provide to the affected Employee(s), if any, a minimum of four (4) weeks notice and up to a maximum of eight (8) weeks as required by the Employment Standards Act of Ontario or pay in lieu thereof.
- (c) meet with the Union through the Labour Management Committee, to review the reasons for the layoff, and discuss alternatives to the layoff that lessens the negative impact on the bargaining unit member(s).

Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) as above shall be considered notice to the Union in any subsequent layoff.

15.04 Layoff Procedures

An employee in receipt of notice of layoff pursuant to Article 15.03 may:

- (a) accept the layoff, or
- (b) opt to receive a severance/separation allowance, if eligible, as outlined in the Employment Standards Act of Ontario; or
- (c) be transferred to a vacant FTE, if any, that is equal to the employee's assigned FTE. The transfer shall be offered to the most senior employee having the bona-fide qualifications to perform the work;
- (d) in the event that a vacant FTE as outlined in 15.04 c) above, does not exist, the employee will be permitted to displace the most junior employee within the same FTE provided the employee possesses the bona fide qualifications to perform the work. Where there is no junior employee holding the same FTE, the employee in receipt of the notice of lay-off may displace the most junior employee within the next lowest FTE. An employee will not be permitted to divide their existing FTE to displace more than one employee.

15.05 When an Employee is to be laid off, they shall be allowed up to two (2) hours off during or prior to their last shift in order to attend to any personnel or pay related matters with the Employer, if not yet settled.

15.06 Recall Procedure

- (a) Employees, who accept a layoff as per Article 15.04, shall be placed on a recall list for a period not to exceed six (6) months.
- (b) Employees shall be recalled in order of seniority provided they are able perform the available work. In determining the ability to perform the work the Employer shall not act in an arbitrary or unfair manner.

- (c) The Employer shall notify the employee of a recall opportunity by courier or registered mail to the last known address on record with the Employer. The notification shall state the geographical location, name of the physician and the FTE to which the employee is eligible to be recalled.
- (d) The employee shall be required to return to work within seven (7) calendar days of receiving a notice of recall. The seven (7) calendar days may be extended up to twenty-one (21) calendar days if the employee has obtained an alternate job and must give up to three (3) weeks notice to the other employer.
- (e) Employees on lay-off shall be given preference for temporary vacancies. An employee, who is recalled to such a temporary vacancy, shall not be required to accept such a recall and may instead remain on lay-off.
- (f) No new employee shall be hired until all those laid off have been given the opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

ARTICLE 16 – Hours of Work

16.01 All hours worked in an eight (8) hour work day are inclusive of a mandatory paid half hour meal break to be taken no later than five (5) hours from the start of the work day and up to two (2) paid fifteen (15) minute rest breaks. Such breaks are prorated for work days of less than eight hours in duration.

16.02 An employee's schedule shall be determined in accordance with their FTE and needs of the practice. Employees shall have flexibility to adjust that schedule in response to clinical circumstances. Any additional hours resulting from the schedule adjustment shall be taken within the quarter of being worked.

16.03 It is further understood that where an employee is required to attend meetings, training and/or courses that are approved by the Employer, such time shall be considered time worked at the applicable rate of pay and unless authorized in advance by the Program Manager, must be scheduled and taken within the existing FTE allocation of hours.

16.04 Assignment of Additional Non-Overtime Hours

Employee's may notify the Employer in writing of their desire and availability to work additional non-overtime hours as may be required by the Employer from time to time. The Employer will notify employees on the list via email of the hours/work available so that employees may respond accordingly. The email shall state the deadline for responding and the hours/work will then be offered in order of seniority as follows:

- (a) First to employees who have experience and familiarity with the practice; next, to employees who have the compatible qualifications, skills and ability to perform the work required.

16.05 Group Facilitation Hours

With respect to group facilitation, employees employed outside of the Mental Health Group Facilitator classification may express written interest on an annual basis for consideration for future Group Facilitation hours. Such employees will be given the opportunity to sign on to the group facilitation schedule within a three-week period after the quarterly group schedule is published prior to assigning group work to Part-time Mental Health Group Facilitators. When Group Facilitation opportunities are oversubscribed, seniority of the non-Group Facilitator employees will prevail.

The maximum number of groups a Mental Health Counsellor can facilitate concurrently is as follows:

- i. a 1.0 FTE – one group
- ii. a 0.9 FTE – up to two groups
- iii. a 0.7 to 0.8 FTE – up to three groups
- iv. Less than 0.7 FTE – up to four groups

It is understood that additional hours assigned to Mental Health Counsellors under Articles 16.04 and 16.05 shall not increase the employee's FTE.

ARTICLE 17 – Vacation

17.01 In the calendar year in which an employee is hired, the employee is entitled to up to three (3) weeks vacation, prorated from the employee's start date to December 31st, and pro-rated to the employee's FTE. Thereafter, vacation is determined on a calendar year basis as outlined below.

In the year of the vacation entitlement increase, the employee shall be entitled to the full allotment increase in that year as of January 1st of the respective year.

- 17.02 (a) An employee who has completed less than three (3) years of continuous service shall be entitled to three (3) weeks annual vacation (15 days) with pay, prorated to FTE and time worked;
- (b) An employee who has completed three (3) years of continuous service, but less than eight (8) years of continuous service shall be entitled to four (4) weeks of annual vacation (20 days) with pay, prorated to FTE and time worked;
- (c) An employee who has completed eight (8) or more years of continuous service shall be entitled to five (5) weeks of annual vacation (25 days) with pay, prorated to FTE and time worked.

17.03 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to an injury or illness, which is verified by a note from a medical practitioner, then sick leave shall be substituted for vacation.

17.04 In the event that the employee terminates employment, any remaining vacation pay earned shall be paid out to the employee. If vacation has been received by the employee over and above the vacation they are entitled to pursuant to the terms of this Agreement, the Employer will meet with the employee for the purpose of establishing a repayment method for the amount equivalent to the pay for vacation received without entitlement.

17.05 Requests for vacation time off shall be submitted in writing to the Program Manager at a minimum of two (2) weeks in advance of the requested time off.

Vacation requests, including those combined with lieu, personal and/or stat lieu time, that results in more than two consecutive work weeks off, must be planned in consultation with the program manager. Such requests shall not be unreasonably denied. Employees shall plan with the practice team for the continuity of patient care during their absence.

17.06 An employee may request in writing, permission to carry-over any unused vacation entitlement. The Program Manager will consider such requests based on the operational requirements provided that the request is made in writing no later than October 31st of any vacation year. It is understood that at no time shall vacation be forfeited because an employee was unable to have their vacation entitlement scheduled or used.

ARTICLE 18 – Designated Holidays

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

New Years Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday (August)	Labour Day
Truth and Reconciliation Day	Thanksgiving Day
Christmas Day	Boxing Day
+ one (1) float holiday	

18.02 If during the life of this Collective Agreement, a statutory holiday is declared by the municipal, federal or provincial government, such holiday shall be included in Article 18.01.

18.03 If a holiday should occur on an employee's scheduled day off or during their scheduled vacation, they shall receive an additional day with pay to be scheduled at a mutually convenient time.

18.04 Should a holiday as designated in Article 18.01 fall on a Saturday or Sunday, an alternative day shall be designated by the Employer.

18.05 (a) The Employer and the Union agree:

(i) that if an employee has any designated holidays hours remaining unused as at the end of the calendar year, such hours will be converted to vacation hours and carried over to the next calendar year; in the event of such carry-over, the employee is required to meet with their manager and finalize a plan for the use of such hours no later than March 31st of the year to which they have been carried over;

(ii) nothing in paragraph i) immediately above detracts from the requirement that all employees manage their hours with a view to having no carry-over into another calendar year, accordingly the Employer and the Union agree that:

- The conversion of designated holiday hours to vacation hours that are carried over the next calendar year shall be the exception rather than the rule;
- Employees are expected to use their hours within a single calendar year;
- Employees are expected to use all vacation hours and therefore will not be permitted to "cash out" any such hours.

(iii) pay for designated holidays shall be calculated in accordance with s.24 (1) (a) of the Employment Standards Act, 2000, s.o. 2000, chapter 41, as amended.

ARTICLE 19 – Sick Leave

19.01 Sick Leave Defined

Sick leave is defined as a period of time that an employee is permitted to be absent from work by virtue of being sick, or disabled or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

19.02 Sick Days

(a) An employee shall be granted up to eight (8) days per calendar year of paid sick leave. A maximum of four (4) unused sick days may be carried over into the next calendar year provided that the total number of sick days

available to be used in the event of personal illness or illness of a dependent family member in any calendar year does not exceed twelve (12) days in total.

- (b) The employee has no entitlement to payment for unused sick time at the termination of their employment. Upon termination of employment, all accumulated unused sick time credits shall equal zero (0) and shall have no monetary value.
- (c) Sick Leave may be used by an employee who has a medical, dental and/or therapy appointments which could not be scheduled during non-working hours and the time used will be deducted from the employee's sick leave bank.

19.03 Following three days of illness or injury an employee may be required to provide a note from a medical practitioner verifying that the employee is unable to carry out their duties due to illness or injury. If there is a cost associated with providing the medical note, it shall be paid for by the Employer.

19.04 An employee who is unable to report to work due to illness shall notify the appropriate person at their work location and their manager of this with as much notice as possible.

ARTICLE 20 – Leaves of Absences

20.01 Personal Days

Three (3) days per calendar year, prorated to FTE, and the employee's date of hire, shall be provided to an employee to observe religious holidays or to attend to personal or family related matters. Personal days must be approved by the program manager in advance. Unused personal days reduce to zero if not used by year end and may not be carried over into the next calendar year.

20.02 Leave for Union Function

As of date of ratification, with a minimum of fifteen days notification to the Employer, an employee attending a meeting, convention, training, educational or conferences shall be given a leave of absence with pay, benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits. No more than one (1) employee from any one practice at any one time will be allowed such leave. Such leave shall not exceed thirty (30) days per calendar year for all employees combined.

As of January 1, 2026, with a minimum of fifteen days notification to the Employer, an employee attending a meeting, convention, training, educational or conferences shall be given a leave of absence with pay, benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits. No more than one (1) employee from any one practice at any one time

will be allowed such leave. Such leave shall not exceed thirty-five (35) days per calendar year for all employees combined.

20.03 Bereavement

An employee may request and shall be granted a leave with pay of up to five (5) days for the purpose of mourning the loss of a spouse, common-law spouse, child, parent, grandparents, siblings, parent-in-law. Bereavement leave for other relatives and other related circumstances will be considered on a case-by-case basis. Personal leave days may be added to bereavement leave should the employee so choose.

20.04 General Leave

Upon written request, a leave of absence without pay and without loss of seniority may be granted for valid personal reasons. Such leave shall not be unreasonably withheld. For leaves in excess of six months, service shall accrue to the start of the leave, shall not accrue during the period of the leave, and shall recommence upon return without loss of service accumulated prior to the leave.

20.05 Jury or Witness Duty

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court proceedings, excluding arbitration. The Employer shall pay such an employee, the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of the pay received.

Time spent by an employee required to serve as a court witness for the Employer, in a matter arising out of their employment, shall be considered as time worked and shall be paid at the appropriate rate of pay.

20.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Employer with the certificate from a legally qualified medical practitioner stating the expected birth date.

- a. The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- b. The Employer will continue to make the benefit plans available to the employee under the same cost-sharing arrangements, if any, and its share of the Multi-Sector Pension Plan contributions, if applicable, during the pregnancy leave.
- c. Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the Employer shall reinstate them to the FTE they held prior to their leave at the same practice if the position still exists.
- d. Seniority and service credit shall continue to accrue during a pregnancy leave under this Article.

20.07 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An Employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (d) An Employee, who is an adoptive parent, shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (e) An Employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (f) Seniority and service credit shall continue to accrue during a parental leave granted under this Article.

- (g) The Employer will continue to make the benefit plans available to the employee under the same cost-sharing arrangements, if any, and its share of the Multi-Sector Pension Plan contributions, if applicable, during the parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the Employer shall reinstate the employee to the FTE held prior to the leave at the same practice if the position still exists.

20.08 Compassionate Care Leave

- (a) The Employer will continue to make the benefit plans available to the employee under the same cost-sharing arrangements, if any, during this leave.
- (b) Compassionate care leave shall be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period, to provide support to a family member who is at risk of dying within that twenty-six (26) week period in accordance with section 49.1 of the Employment Standards Act.
- (c) An employee who is on compassionate care leave shall continue to accumulate seniority and service during the leave.
- (d) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the Employer shall reinstate them to the FTE they held prior to their leave at the same Practice.

20.09 Self-Funded Deferred Salary Leave

- (a) An Employee may request a self-funded leave of not less than twelve months and not more than fourteen months by deferring a portion of their salary; for example, spreading four (4) years' salary payments over a five (5) year period.

The Self-Funded Deferred Salary Leave Plan is voluntary and is established in accordance with and subject to the regulations of Canada Revenue Agency (CRA).

Operation of the Plan is at no cost to the Employer.

- (b) An employee must make written application to the Executive Director, or designate, by September 30th of the year prior to the Plan beginning. The employee shall declare the start date and the length of the leave at this time. Written acceptance or denial of the employee's request, with explanation, will be forwarded to the employee within sixty (60) days of when the written request was made.

In the event two (2) or more employees apply from the same practice, preference shall be given to the most senior employee who has not already used the Plan.

- (c) The HFHT shall, on the date specified in the Letter of Understanding, start withholding the specified portion of the participant's salary, invest such sums and credit the interest to the participant.

The calculation of interest shall be the interest rate received by the HFHT in respect of Its current operating account. Interest calculated as above shall be applied to the principal on a monthly basis, beginning the first month following the initial deposit. Under Canada Revenue Agency regulations, such interest cannot remain in the Plan and will be paid annually. The interest paid shall be included on the participant's T4 statement in the year it is paid and shall be considered employment income.

Income tax will be deducted on the basis of the amount of salary paid to the participant during the deferral period. Withdrawals from the savings plan during the leave period are taxable.

- (d) C.P.P.: Canada Pension Plan (CPP) premiums will be based on the employee's salary, less the deferred amount during the salary deferral period, and on the amounts actually disbursed to the employee during the leave period.

E.I.: Employment Insurance (EI) premiums will be based on the employee's normal salary before deferrals during the salary deferral period. No premiums are withheld during the leave period.

W.S.I.B.: Coverage under the Workplace Safety Insurance Board will be based on the employee's normal salary before deferrals during the salary deferral period. The leave period is not insurable under the Workplace Safety Insurance Act.

M.S.P.P.: Premiums will be based on the employee's normal salary before deferrals during the salary deferral period. No contributions are made during the leave period by either the employee or the HFHT. This period is considered a purchasable period of service in accordance with M.S.P.P. guidelines.

- (e) During the deferral period, subject to continuing eligibility under the master policy, group insurance benefits computed with reference to salary (Life Insurance, Long Term Disability, Accidental Death and Dismemberment), would be based on regular earnings less the annual deferred salary amount over the deferral period.

If the employee was to become disabled during the leave period, disability payments would not begin until the later of the LTD elimination period and the scheduled return to work date.

During the self-funded leave period, all benefits (LTD, Group Life, Accidental Death & Dismemberment, Extended Health and Dental) may be continued subject to prior approval by the insurance company and the employee paying all benefit premiums in full. Premiums for group insurance benefits will be deducted from regular deferred salary payments, if applicable, during the leave period.

Premiums for group insurance benefits will be deducted from regular deferred salary payment, if applicable, during the leave period.

- (f) Vacation, personal leave days and float day entitlements shall not be accrued during the leave period. These entitlements shall be at 100% during the deferral period.

During the period of the leave, the employee shall not be entitled to use of sick leave.

During the period of leave, employees who are members of the Union shall accrue seniority and contribute the amount specified by the Union as being equal to monthly dues. Such contributions shall be deducted by the HFHT and paid to the Union in keeping with the normal practice.

- (g) During the leave period, the HFHT shall make payment to the employee as follows: the amount of the funds, held on behalf of the employee, shall be divided by the number of pay periods in the length of the leave to arrive at the gross bi-weekly payment (before any deductions). At the end of the year's leave of absence, any additional accumulated interest shall be paid to the employee.

In cases where an employee withdraws from the Plan early or resigns from the HFHT while enrolled in the plan, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal for the Plan, less any administration charges levied and statutory deductions owing on said monies. In order to withdraw from the Plan, the participating employee must provide three (3) months' notice to the HFHT.

In the event of the death of any employee participating in the Plan, monies accumulated plus interest accrued shall be paid to the employee's estate, subject to the HFHT receiving the necessary clearances and proofs normally required for payment to estates.

- (h) Upon completion of the self-funded leave, the employee shall return to the same or a similar position (including level of responsibility and FTE), which may or may not be at the same practice or location.

ARTICLE 21 – Benefit Plans

21.01 Effective January 1, 2010, the Employer agrees to provide a benefit plan for bargaining unit members working a minimum of a .5 FTE. In addition to regularly working a minimum of twenty (20) hours per week, the eligibility criteria shall also include a three (3) month waiting period from their date of hire or transfer into a .5 FTE to be eligible for benefit coverage.

21.02 Enrolment and eligibility for benefits is subject to the requirements of the insurance carriers and it is understood that where the benefit is insured by a third party insurance carrier, the Hamilton Family Health Team shall not be bound to benefit entitlements that are outside of or limited by the benefit plan.

21.03 All eligible employees in the active employ of the Employer must apply to be enrolled in the following benefit plan.

- (a) Life Insurance and Accidental Death and Dismemberment;
- (b) Dependent Life;
- (c) Long Term Disability;
- (d) Short Term Disability;
- (e) Vision care; Effective January 1, 2025, Vision Care will increase from 250.00 every two years to 350.00 every two years.
- (f) Paramedical; Effective January 1, 2025, increase from \$500 per year to \$1000 per calendar year;
- (g) Medical;
- (h) Employee Assistance Program; and
- (i) Dental.

In addition to the above benefits, the eligible employee may elect an Optional Life Benefit provided by the insurance carrier that would be funded by the employee.

The Employer may substitute another insurance carrier for any of the above benefits provided the level of benefits is not decreased. Should an insurance carrier not be able to replicate the benefit coverage, the Employer will ensure that all efforts are made to replace the benefit with the most comparable benefit possible.

21.04 The Employer agrees to contribute 100% of the billed premiums towards insured benefits for eligible employees in the active employ of the Employer.

21.05 Benefit Opt-Out Option

An employee may elect to opt out of the vision care, extended health, medical and dental benefit plans listed in Article 21.03 above, upon verification that the employee has coverage through a spousal group benefit plan. Where such is the case, the employee will be compensated in lieu of these benefits in the amount of fifteen-hundred (\$1500) dollars annually, paid to the employee in bi-weekly amounts.

21.06 In lieu of benefits outlined in 21.03 above, employees regularly working less than twenty (20) hours per week shall receive six (6) percent of their salary with their regular bi-weekly pay.

21.07 Approval of benefit coverage during a Leave of Absence expected to be at least 30 days in duration (other than statutory leaves) is at the sole discretion of the insurance carrier and if such extension of benefits is approved, the employee may make arrangements with the Employer for continuation of benefit coverage by paying the full amount of the premium costs (both the Employer and the employee share), in advance of the date they are due to be paid to the Employer for any applicable benefits in which they are participating during the period of the leave.

21.08 Multi-Sector Pension Plan

1. (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
 - (v) N/A.

All other payments, premiums, allowances and similar payments are excluded.

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of employment with the Employer.
2. Effective October 1, 2025 the Employer and Employee matching contributions to the Multi-Sector Pension Plan shall increase to 5% of Applicable Wages.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To be Provided at Plan Commencement

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
- gender.

(b) To be Provided with each Remittance

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- Employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;
- date of death (if applicable);

(d) To be Provided Annually but no later than December 31

- current complete address listing for all Eligible Employees;

- period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
 - period(s) of lay-off, while subject to recall;
 - period(s) of absence for pregnancy or parental leave;
 - period(s) of strike or lockout;
 - other leaves of absence.
 - hours worked by employees covered by the Collective Agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.
5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

ARTICLE 22 – Compensation

- 22.01 Should any additional funding flow from the Ontario Ministry of Health and Long Term Care, or any other level of government, for improvements to benefits and/or compensation, or should additional funding become available from any other funding source, for improvements to benefits or compensation, the Employer agrees to enter into negotiations with the Union as to how the money will be applied to provide improvements to salary and/or benefits for members of the bargaining unit.
- 22.02 Employees are paid on a bi-weekly basis by direct pay deposit into an employee's bank account.
- 22.03 All employees shall receive a travel allowance of up to \$80.00 per month (pro-rated to the employee's FTE), to reimburse for travel expenses, such as a bus pass, parking fees, or mileage costs.
- 22.04 Employees, with the exception of part-time Mental Health Group Facilitators assigned Group Facilitation hours in accordance with Article 16.05 of the Collective Agreement, as well as Part-time Mental Health Group Facilitators, shall be paid 20% in lieu of benefits in addition to the hourly wage rate. The twenty (20%) percent is in lieu of all benefits excluded in Appendix "A". It is understood and agreed that Article 21.01 shall not apply for Group Facilitation hours.
- 22.05 New Classification
- (a) Where the Employer establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate.

Such requests will be made within ten (10) calendar days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer.

In the event that the parties are unable to agree on a rate, either party may refer the matter to arbitration following the grievance process within fourteen (14) calendar days of the Employer's final decision.

- (b) When a new classification which is covered by the terms of this Collective Agreement is created, a copy of the role description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Article 22.05 (a) above.

ARTICLE 23 – Professional Development

23.01 The Employer will provide to a maximum of ninety-six (96) hours per calendar year for full-time employees and ninety-six (96) hours prorated for part-time employees for the purpose of professional development. Professional development activities will be based on developing and maintaining clinical competence required for primary care including outside clinical supervision.

The scheduling of associated hours must be pre-approved by the manager and requests shall not be unreasonably denied. Such approval will be informed by the current Mental Health Program guidelines for professional development and shall be applied consistently. The Employer will also consider requests for reimbursement of costs associated with approved professional development and such requests shall be considered subject to availability of funds.

23.02 The Employer agrees to reimburse employees for approved professional development. Where the costs of Professional Development exceed four hundred (\$400) dollars, reimbursement shall be provided to the employee within thirty (30) days after proof of payment is submitted to the employer.

Proof of completion of the Professional Development training shall be submitted to the Employer within sixty (60) days of completion of the course, or the cost of the Professional Development course/training may be deducted from the employee's wages. For the purpose of this Article, the employee is deemed to have authorized the Employer to make such deduction in the event that the proof of completion is not submitted within the required timeline, unless the Employer and the employee mutually agree to an extension.

In the event that the Employee leaves their employment prior to the completion of the course, the employer is authorized to deduct the cost of the course from the employee's final pay.

ARTICLE 24 – Reports to a College

- 24.01 Where the Employer makes a report to a regulatory College related to an employee, a copy of the report shall immediately be forwarded to the employee and the Union. The Employer agrees that it will not file a report to a College on any bargaining unit member if there is an outstanding grievance involving such employee related to the matter unless the Employer is otherwise required by law to file a report.
- 24.02 Notwithstanding the above, the Employer shall not forward a copy of any report(s) that would constitute a breach of any Terms of Settlement negotiated by the Union on behalf of its member(s) unless such reporting is a legal requirement imposed on an Employer.
- 24.03 Annually upon renewal, employees are required to submit to the Employer, proof of registration with their College registration in good standing.

ARTICLE 25 – General Conditions

25.01 Bulletin Board

The Employer will provide the Union with use of the Employer's intranet for the purpose of posting notices regarding meetings and other Union business matters. All such notices must be authorized by an official representative of the Union and the Manager of Support Services or designate prior to being posted. The Employer will reasonably cooperate with the Union to ensure the expedient posting of information.

25.02 Working Conditions

All employees will be provided with a private workspace that contains an ergonomically appropriate desk and chair. The workspace must also contain a phone (VoIP technology or alternate), computer, a clock, access to a printer and a locked filing cabinet. The Employer supports an employee's access to a lunchroom, where available.

25.03 Availability Collective Agreement

The Employer agrees to post the Collective Agreement on the Employer's intranet and will provide employees with instructions on how to access the document.

25.04 Scheduled Office Closures

When a Practice closes, at the discretion of the Practice, on a day that is not a holiday and on a day for which an employee is otherwise normally scheduled to work, the employee will work remotely on that day provided there is appropriate physician or delegate access. The employee may request to take professional development time or vacation time subject to management approval.

25.05 All official correspondence arising from this Agreement, or incidental to, shall pass from and to Human Resources and the secretary of CUPE Local 4923.

25.06 Personnel File

An employee shall have the right to review their personnel file within ten (10) calendar days of written notice to the Employer. An employee may request copies of any material contained therein, for a nominal cost.

ARTICLE 26 – Duration of the Agreement

26.01 The Agreement shall be binding and continue in effect from October 1, 2024 and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain amendments within ninety (90) days prior to the termination date of September 30, 2027.

Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

This Collective Agreement signed on behalf of the parties by their respective officers or properly authorized officials as noted below:

Dated at Hamilton, Ontario this 12th day of January, 2026.

For the Hamilton Family Health Team

For CUPE Local 4923

Rita Janway



11/15/24 10:00:00 AM EST

Jane Ottman

Jane Ottman (Jan 12, 2026 12:00:26 EST)

Tim Elliott

Tim Elliott (Jan 19, 2026 11:16:15 EST)



Marjorie Smith (Jan 12, 2026 12:08:18 EST)



Stephanie McInnes (Jan 12, 2026 11:31:56 EST)

Catherine Doan

Catherine Doan (Jan 14, 2026 13:16:21 EST)

Jason Springer

Jason Springer (Jan 12, 2026 12:04:27 EST)

Schedule A

SALARY SCALE:

Effective October 1, 2024

Mental Health Counsellors and Social Workers salary is \$ 76,372.44 annually (pro-rated to FTE)

Effective October 1, 2025

Mental Health Counsellors and Social Workers salary is \$ 78,854.54 annually (pro-rated to FTE)

Effective October 1, 2026

Mental Health Counsellors and Social Workers salary is \$ 81,800.00 annually (pro-rated to FTE)

Appendix A

Part-time Mental Health Group Facilitators:

All terms and conditions of the Collective Agreement shall apply to Part-time Mental Health Group Facilitators with the exception of the following Articles:

Article 14, 16, 17, 18, 19, 20.01, 20.03, 20.05, 21, 22.01, 22.03, 23, 25.02

This Appendix shall form part of the Collective Agreement.

Letter of Understanding

Between

Hamilton Family Health Team

And

The Canadian Union of Public Employees Local 4923

Date: October 18, 2024

To: CUPE Local 4923

Re: Pay Equity

The Hamilton Family Health Team acknowledges that the employers have obligations under the Pay Equity Act of Ontario and is committed to Pay Equity as outlined in the Act.

This letter does not form part of the Collective Agreement between the Parties.

Family Health Team

Letter of Understanding

between

Hamilton Family Health Team

and

The Canadian Union of Public Employees Local 4923

Re: Work from Home Trial

A work from home arrangement divides an eligible employee's working time between the workplace and home. Subject to approval, the schedule of working time at the office will be mutually agreed upon by the manager, in collaboration with the practice, and employee. Working from home is completely voluntary; the Employer shall not require an employee to work from home. An employee can request approval in writing to participate in a work from home arrangement at any time and shall comply with all the Employer's policies, practices, and expectations and such requests shall not be unreasonably denied. Such approvals shall be pre-approved including the details of the arrangement being requested-how many days and what days will be worked from home/in the office an employee's home office location shall not create extra costs for the Employer.

Factors that are considered in determining whether a position is eligible for a work from home arrangement are dependent on patient care needs and collaboration and communication with, and needs of, the practice(s) in addition to consistency with the HFHT model of collaborative, interdisciplinary, team-based care.

Factors that are considered in determining whether an employee is eligible for a work from home arrangement are the employee's current performance and ability to be accountable with virtual/remote supervision and any technological limitations.

The employee's hours of work, as set out in their letter of employment/Collective Agreement, will be the same whether they are working from the office or working from home. Once approved, the Employer maintains the right to maintain or terminate the work at home arrangement dependant on the changing needs of the organization.

When working at home, an employee shall:

- (a) be available by phone;
- (b) be able to engage virtually in meetings as required;
- (c) update voicemail and email;

- (d) ensure that the Employer's property and information is maintained securely and maintains the confidentiality of organizational and client information;
- (e) make reasonable efforts to ensure that family and/or other events in the home will not impede their ability to conduct day-to-day work responsibilities including maintaining privacy compliance, and
- (f) ensure that all health and safety requirements as outlined in the Occupational Health and Safety Act and HFHT Health and Safety Policies are adhered to.

Requirement to Work on Site

An employee who is scheduled to work from home may be required to attend the office or community at the request of their manager for meetings, training, or other work-related reasons, even if this means that they work less than the agreed upon time at home or if it is on a day that an employee usually works at home.

In addition, the Employer commits to develop a policy on hybrid work arrangements. Such policy will be drafted within 6 months of ratification of the Collective Agreement with input and collaboration from the Union at Labour Management Committee meetings.

Letter of Understanding

between

Hamilton Family Health Team

and

The Canadian Union of Public Employees Local 4923

Re: Self-Funded Deferred Salary Leave Plan (As per Article 20.09)

Definitions:

Deferred Salary: The portion of the participant's salary that is retained by the HFHT in each year of the deferral period.

Deferral Period: The number of years for which salary is deferred in accordance with this LOU.

Participant: An eligible employee who has signed a memorandum of agreement and whose participation in the plan has been approved by the Executive Director.

I have read and agree to the terms and conditions of the Self-Funded Deferred Salary Leave Plan of the Hamilton Family Health Team attached hereto. I also agree to the following additional conditions:

The period of my plan shall commence _____ and end _____.

I agree to take my self- funded leave commencing _____ and ending _____. It is understood that the Hamilton Family Health Team will not have any obligation to offer me a position until the before noted ending date.

During the funding period of the Plan, I agree to be paid at a rate of 80% of my gross salary. I accept responsibility for any financial indemnity arising out of participation in this Plan. I agree, during my self- funding period of leave to be paid in total, the amount withheld during deferment period in which I participated in the Plan.

The method of payment shall be as outlined in the Self- Funded Deferred Salary Leave Plan. I agree during the self- funded leave period to be responsible for 100% of the premium costs resulting from my participation in eligible employee benefit plans. (I agree that the Hamilton Family Health Team shall deduct such premium payments from each

pay during my self- funded leave year unless I confirm that I have decided not to maintain benefits coverage during the period of leave.) I voluntarily enter into this Agreement and will not hold the Hamilton Family Health Team liable for any consequence affecting myself regarding income tax, contributions to /or benefits from the MSPP, Canada Pension Plan, Employment Insurance or any other consequence of a legal or financial nature. All financial and legal indemnities arising from this plan are borne by myself.

Date

Employee's Signature

Letter of Understanding

between

Hamilton Family Health Team

and

The Canadian Union of Public Employees Local 4923

Re: Legal Liability

The Employer is prepared to develop a policy statement outlining the coverage made available to employees and is prepared to review the Employer policy statement with the Union at a Labour Management meeting within 6 months of ratification, to permit the Union to provide input prior to implementation.