

# **COLLECTIVE AGREEMENT**

**between**

**OTTAWA SALUS CORPORATION**  
(hereinafter called the "Employer" Party of the first part)

**SALUS**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 3942**  
(hereinafter called the "Union" Party of the second part)

***CUPE*** / *Canadian Union  
of Public Employees*

**Expiry Date: March 31, 2028**

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## **ARTICLE 1 – PURPOSE**

### **1.01 Purpose**

- a) The purpose of this Agreement is to establish and maintain collective bargaining relations between Ottawa Salus Corporation and its employees in order to create mutually satisfactory working conditions, wage rates, the provision of procedures for the prompt and equitable disposition of grievances and to contribute to providing the best service possible in accordance with the objectives of the Ottawa Salus Corporation.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation and high quality service to clients and members.
- d) To promote the morale, well being and security of all employees in the bargaining unit.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes and acknowledges that the management of the Employer's operations and the direction of the employees are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order and efficiency.
- b) Hire, promote, demote, classify, transfer, layoff, and suspend employees and to discipline or discharge an employee for just cause (See Article 13).
- c) Make, enforce and alter reasonable regulations, standards, policies, procedures and rules to be observed by the employee, provided there is appropriate communication with employees.
- d) Decide the nature and kind of business to be conducted, determine the number and kind of staff required, assign work, establish hours and schedules of work, schedule leaves, determine methods of doing the work and determine the extension, limitations or cessation of operations.
- e) The Employer shall not exercise these rights in an unlawful manner, nor in such as a way as to be contrary to the provisions of this Collective Agreement.

## **ARTICLE 3 – RECOGNITION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3942 as the sole and exclusive bargaining agent for all of its employees, save and except:

1. President and CEO
2. Managers, Executive Assistants and persons at or above these ranks,
3. Finance Associates.

### **3.02 No Other Agreements**

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

### **3.03 Categories of Employees**

- a) Full time employees are defined as permanent employees who are regularly scheduled to work thirty-five (35) hours per week. The rehabilitation homes of Fisher and Grove operate as 24/7 locations. The staff who work the overnight shift at these locations are scheduled to work seventy (70) hours, averaged over a two (2) week pay period.
- b) Part-time employees are defined as permanent employees who are regularly scheduled to work less than forty-eight (48) hours averaged over a two (2) week pay period. With the consent of the part-time employee, the Employer will schedule part-time employees in order of seniority to replace another employee who is absent from work or to work additional hours to cover unforeseen circumstances on short notice.
- c) Casual employees are defined as employees who are hired on call to replace permanent employees who are absent from work under the terms of the collective agreement, when no permanent employees are available and/or to cover unforeseen circumstances on short notice when no permanent employees are available. The hours will be offered in order of seniority from the casual seniority list.
- d) A temporary position is a position which is not permanent, but rather temporary in nature and has a fixed commencement date and a fixed termination date and of a duration of no longer than twenty-four (24)

months, hereinafter referred to as a “Temporary Position”. The duration of any Temporary Position shall be subject to one extension not to exceed six (6) months where the Union and the Employer have so agreed.

#### **ARTICLE 4 – NO DISCRIMINATION, NO HARRASSMENT**

**4.01** The parties agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, political affiliation, religious affiliation, membership or activity in the Union, or for any other reason prohibited under Ontario law.

**4.02** The parties are committed to a workplace free from workplace harassment.

Where a grievance alleges workplace harassment, the alleged harasser shall not participate in the grievance meeting or in the decision-making process.

**4.03** Grievances concerning discrimination or workplace harassment shall be initiated at Step 2 of the Grievance Procedure.

#### **ARTICLE 5 – CHECK-OFF PAYMENTS**

##### **5.01**

- a) The Employer shall deduct from the pay of every member of the bargaining unit dues and/or assessments, as designated by the Union. Deductions made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month accompanied by a list of employees from whom the deductions have been made. This list will include names, addresses, home phone numbers, position title and amount of deduction.
- b) The Employer shall provide on each employee’s T-4 slip, the amount of such deductions in the preceding taxation year.
- c) In consideration of the deducting and forwarding of any union dues in accordance with the above, the Union agrees to indemnify and save the Employer harmless from any claim or liability arising out of, or resulting from the operation of this clause.

##### **5.02 Mandatory Union Membership**

All employees covered by this Agreement shall become members of the Union.

## **ARTICLE 6 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 6.01** On commencing employment, the Employer will acquaint new employees with the fact that a union agreement is in effect by introducing the new employee to the Union Steward or Representative in the area in which the employee works and by providing the employee with the link to the Collective Agreement. Orientation with the Union and new Employee shall take place at least three times each year. Such Steward/Representative shall give the employee a copy of the Collective Agreement and meet with the employee for a period of up to thirty (30) minutes without loss of regular earnings for either of them. Where possible, more than one (1) employee will be met with at the same time. The Employer will also forward the new employee's name, email and telephone number to the Union.
- 6.02** The Employer shall post the schedule for rates of pay on the bulletin boards and the Collective Agreement, including the schedule for rates of pay, on the Salus Shared "S" Drive or on such other system to which all employees will have access as the Employer may advise. The Union will be given copies of the template "Conditions of Employment" that are used for all classifications. If there are changes to the templates, the Union shall receive a copy.

## **ARTICLE 7 – CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the President and CEO or designate and the President of the Union Local or designate.

### **7.02 Union Notices**

The Union shall enjoy the use of the Employer's internal mail system and email system. Such correspondence will adhere to the Employer's policies and practices regarding the appropriate use of networks.

## **ARTICLE 8 – LABOUR-MANAGEMENT CO-OPERATION COMMITTEE**

- 8.01** The purpose of the Labour Management Co-operation Committee will be to improve communications between the parties and to provide a forum for the discussion of matters of mutual concern in the interests of improving the Employer's services and of safeguarding the welfare of its employees.

## **8.02 Labour Management Co-operation Committee**

A Labour-Management Co-operation Committee shall be established consisting of two (2) representatives from the Union and two (2) representatives from the Employer, with the right to substitute if necessary. The Committee shall enjoy the support of both parties.

## **8.03 Meetings of Committee**

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

## **8.04 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared by the parties and circulated via email at least seven (7) days prior to the next meeting.

## **8.05 Jurisdiction of Committee**

The parties agree to meet for the purposes of discussing matters of mutual concern arising out of the working relationship between the Employer and its employees.

The parties agree that concerns relating to workload are an appropriate topic for discussion at the Labour-management meeting.

It is understood that the provisions of this clause shall not be used for the purpose of discussing grievances or to circumvent the grievance and arbitration procedure herein nor to engage in the discussion of matters which would normally be dealt with in collective bargaining nor for the purpose of reopening this Agreement.

# **ARTICLE 9 – LABOUR-MANAGEMENT RELATIONS**

## **9.01 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its personnel with whom the Union may be required to transact business.

**9.02 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Canadian Union of Public Employees, Local 3942. The Union will advise the Employer of the Union nominees to the Committee and the Employer will advise the Union of the Employer Representatives.

**9.03 Function of the Bargaining Committee**

To engage in collective bargaining with management.

**9.04 Canadian Union of Public Employees Representation**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Upon request and availability, the Representatives shall be assigned a designated meeting space.

**9.05 Meeting of the Bargaining Committee**

In the event either party wishes to call a bargaining meeting following the serving of a notice ninety (90) days prior to the cessation of the Collective Agreement, the meeting shall be held within two (2) weeks of receiving the request unless mutually agreed otherwise.

**9.06 Time Off for Negotiations**

- a) Any employee who is a representative of the Union on the Bargaining Committee and who attends negotiations with the Employer during working hours shall do so without loss of remuneration.
- b) A representative of the Union on the Bargaining Committee shall be allowed up to twenty-one (21) hours each for Union meetings reasonably required to prepare for negotiation without loss of remuneration, provided that the Employer is notified of such meetings at least five (5) calendar days in advance and grants the employee leave, which shall not be unreasonably denied.

**9.07 Technical Information**

The Employer and the Union shall make available, on the request of the other party, any information or documents to which it refers during collective bargaining.

### **9.08 Union Sponsored Education**

The Employer recognizes that education is a continuing process. Accordingly, the Employer will allow the Union to sponsor education seminars (workshops) to be held on the Employer's premises during the employee's lunch period or following the regular working day. The program shall be subject to prior approval of Management and the availability of space.

## **ARTICLE 10 – RESOLUTIONS OF THE BOARD**

**10.01** Members of the bargaining unit are able to attend Board of Directors meetings. A copy of the agenda and minutes shall be provided to those attending. After Board approval of the minutes, the minutes shall be available to all staff on a designated folder on the "S" Drive or on such other system to which all employees will have access as the Employer may advise.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

### **11.01 Definition of Grievance**

A grievance shall be defined as any dispute between the Employer and any employee(s) or the Union over the implementation, interpretation or any alleged violation of the Collective Agreement and all matters pertaining thereto.

### **11.02 Appointment and Names of Stewards**

The Employer acknowledges the rights of the Union to appoint or otherwise select five (5) Stewards from amongst employees who have completed probation. The Steward shall assist the employees in preparing and presenting their grievances. The names of such Steward(s) shall be given to the Employer, in writing and the Employer will not be required to recognize such Stewards until it has been notified of such appointment.

### **11.03 Permission to leave work**

The Union recognizes that each Steward is employed to perform work for the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the Supervisor/Manager or their designate. The Employer agrees that the Steward shall not be unreasonably restrained in the performance of their duties as provided in this Article.

#### **11.04 Early Resolution**

As an early resolution of issues is supported by both parties, it is expected that employees will endeavour to meet with the relevant supervisor and attempt to resolve the complaints on an informal basis prior to entering the formal grievance process. An employee shall have the right to have a Steward present.

#### **11.05 Settling of Grievances**

If after meeting with the Supervisor as per 11.04 above the employee is not satisfied with the response, then an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

##### **Step 1**

The employee(s) concerned, together with their Steward shall submit the grievance in writing to the employee(s) Supervisor within thirty (30) calendar days of the event that gave rise to the matter, or of when the event ought reasonably to have come to the grievor's attention. If this time limit is not met, the grievance is abandoned. The written grievance shall state the particulars of the complaint, the clause thought to be violated and the remedy sought. Within a further fifteen (15) calendar days the Supervisor shall respond in writing to the Steward. During this fifteen (15) calendar day period, the Steward, the grievor and the supervisor may agree to meet to discuss the grievance further.

##### **Step 2**

Failing satisfactory settlement in Step 1, the grievor and/or their Steward may submit the grievance in writing to the President and CEO or their delegate within fifteen (15) calendar days of the date upon which the Supervisors written response was due. Within fifteen (15) calendar days of the grievance being submitted to Step 2, the President and CEO (or delegate) will meet with the Steward, the President of the Local (or delegate) and the grievor to discuss the grievance.

Within a further fifteen (15) calendar days, the President and CEO shall respond in writing to the Union Steward.

Failing satisfactory settlement being reached in Step 2, the Union may submit the grievance to arbitration as noted below within thirty (30) calendar days of the date upon which the President and CEO's written response was due.

#### **11.06** The parties may mutually agree to waive the above time limits in writing.

**11.07 Policy/Employer Grievance**

It is understood that the Employer may submit to the Union President or Delegate any complaint with respect to the conduct of officers or Union Representatives, and if such complaint by the Employer is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

Similarly, the Union shall have the right to process policy grievances involving questions of general application or interpretation, which could not otherwise be processed by individual employees. All policy grievances shall be initiated in writing at Step 2 of the grievance procedure.

**11.08 Group Grievances**

Where a grievance involves a number of employees, it may be processed as a Group Grievance and submitted at Step 2 of the grievance procedure. Such a grievance must be submitted within fifteen (15) calendar days of when the party became aware of or ought to reasonably to have become aware of the circumstances giving rise to the grievances.

**11.09** It is agreed that employees shall suffer no loss of their regular earnings during their participation in the grievance procedure.

**11.10 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings, provided such facilities are available.

**11.11 Supplementary Agreements**

Signed supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

**11.12 Union May Institute Grievance**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 1 in the case of an individual grievance and at Step 2 in the case of a group grievance.

## **ARTICLE 12 – REFERRAL TO ARBITRATION**

### **12.01 Referral to Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be in writing, by e-mail or registered mail, addressed to the other party to this Agreement and shall contain three (3) names of the first party's suggestions as the sole Arbitrator for the grievance. Within five (5) calendar days thereafter, the other party shall respond indicating its agreement to one of the suggested Arbitrators or provide three (3) alternative names. If the parties are unable to agree upon an Arbitrator, either party may request the Ontario Ministry of Labour Dispute Resolution Service to appoint an Arbitrator to resolve the dispute.

### **12.02 Arbitration Procedure**

The Arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision.

### **12.03 Decision of the Arbitrator**

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a discharge or a discipline grievance by any arrangement that it deems appropriate.

### **12.04 Clarification of the Decision**

Should the parties require clarification as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which it shall do within five (5) calendar days.

### **12.05 Board of Arbitration**

The parties may agree to the mutual appointment of a three (3) person Board of Arbitration in replacement of a single Arbitrator.

### **12.06** Either party may apply for Expedited Arbitration under Section 49 of the *Ontario Labour Relations Act*.

**12.07** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, unless mutually agreed to by the parties.

**12.08 Expense of Arbitration**

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

**12.09 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses. It is agreed that employees acting as witnesses will attend the grievance meetings/arbitration hearing only as long as required so as to minimize the impact on the Agency's operation.

**12.10 Time Limits**

The time limits fixed in the arbitration procedure may be extended by consent of the parties.

**ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE**

**13.01 Discipline/Discharge Procedure**

The authority for discipline and discharge rests with Management. An employee may be disciplined or discharged, but only for just cause. When an employee who has passed probation is disciplined or discharged, the employee shall be given the reason in a meeting in the presence of a Steward. Such employee and the Union shall be advised in writing by the Employer within three (3) working days following such meeting of the reason for such discipline or discharge.

Where the Employer intends to meet with an employee for disciplinary or discharge purposes, the Employer shall so notify the employee in advance in order that the employee may contact a Steward to attend. The disciplinary meeting may be delayed for up to three (3) days to allow the employee to secure the presence of a Union Steward.

Where the Employer determines that an employee must be suspended for the purpose of the investigation of an incident, such suspension shall be with pay, and shall not preclude further discipline.

Discipline is defined as any sanction including disciplinary warnings imposed by the Employer upon an employee which is prejudicial to the employee.

### **13.02 May Omit Grievance Steps**

An employee who has passed probation and who is considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure beginning at Step 2.

### **13.03 Adverse Report**

The Employer shall notify an employee and the Union in writing of any serious complaint made by an individual external to the Employer regarding the employee. The Employer shall notify the employee and the Union of such complaint within ten (10) working days of receipt of the complaint. The notification shall include particulars of the complaint. A complaint however made or received, does not include frivolous or vexatious complaints on which the Employer has no intention of taking action or investigating.

### **13.04 Record of Discipline**

The record of discipline of an employee shall be removed from the employee's personnel file after twelve (12) consecutive months of being discipline free. Where the employee has violated their professional relationship with a client as set out in the Code of Ethics, as amended from time to time, the record of discipline shall be removed after twenty-four (24) months of being discipline free. These periods will automatically be extended by the length of any period of leave in excess of twenty (20) calendar days.

## **ARTICLE 14 – SENIORITY**

### **14.01 Seniority Defined**

- a) Seniority is defined as the length of continuous service in the bargaining unit and shall operate on a bargaining unit wide basis for permanent employees.
- b) Seniority for permanent full-time employees is defined as the length of continuous service in the bargaining unit from the date of hire.
- c) Seniority for permanent part-time employees shall be calculated on the basis of hours paid, excluding overtime, with eighteen hundred and twenty (1820) hours paid representing one (1) year of service.

- d) Seniority for casual employees shall be calculated on the basis of paid hours, excluding overtime. The purpose of the accrual of seniority for casual employees is to ensure that the casual employees are offered hours of work in order of seniority when no permanent employees accepted the hours. Casual employees will only be able to exercise their seniority over another casual employee.

In the event that a casual employee becomes a permanent employee, the hours paid to them shall be converted into seniority in accordance to the appropriate category of employment, provided that they have completed their probationary period.

In the event that a casual employee becomes a permanent employee within the same classification, all hours worked within the same classification shall be deducted from the number of hours required under Article 15.06 to complete their probation.

- e) Newly hired temporary employees shall not accumulate seniority within the bargaining unit. In the event that a temporary employee is hired in a permanent position, their continuous hours paid shall be converted into seniority in accordance to the appropriate category of employment, provided that they have completed their probationary period.

In the event that a temporary employee becomes a permanent employee within the same classification, all hours worked within the same classification shall be deducted from the number of hours required under Article 15.06 to complete their probation.

- f) For employees hired prior to the date on which the Union became certified, seniority shall be calculated to include service prior certification.

#### **14.02 Seniority List**

- a) The Employer shall maintain three (3) seniority lists:
- permanent full time employees
  - permanent part-time employees
  - casual employees.
- b) Each month the Employer shall provide the Union seniority lists in order of seniority. The seniority lists shall include the name, category of employee, classification, substantive work location, employee identification number, date of hire, seniority, most recent address, telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and personal e-mail, to the extent such information is within the Employer's control and possession.

- c) The Employer shall post the seniority lists within Fisher, Grove and head office in at least April and October of each year. The seniority list shall include the name, category of employee, classification, date of hire and seniority.
- d) The seniority lists will be updated each calendar month for permanent part-time employees and casual employees. The Employer agrees to rely on these lists to offer additional shifts and/or additional hours of work. The parties agree that the Employer is not required to offer additional shifts or hours of work to an employee if the employee's acceptance of such shift/hours would result in the employee working overtime hours.
- e) An up to date seniority lists shall be made available to the Union upon request.

#### **14.03 Loss of Seniority**

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, except as described herein. An employee shall only lose seniority in the event that:

- 1) the employee is discharged for just cause and is not reinstated;
- 2) the employee resigns;
- 3) the employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 4) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;
- 5) subject to the Human Rights Code, the employee is on leave for disability for a period of twenty-four (24) consecutive months;
- 6) the employee has been laid off for a period of twenty-four (24) consecutive months;
- 7) they are a casual employee and have not worked for a period of four (4) consecutive months. Training or meetings do not count as "work" for the purposes of this Article.

#### **14.04 Transfers and Seniority Outside of the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent.

If an employee transfers to a permanent position outside of the bargaining unit, the employee shall lose all seniority.

If an employee is temporarily transferred to a position outside of the bargaining unit for a period of less than one (1) year the employee shall lose all seniority. However upon return to the bargaining unit at the end of the temporary period, any seniority held at the beginning of the temporary period shall be reinstated.

For the purposes of clarity with respect to the article above, loss of seniority does not translate into loss of *service* which continues to accumulate.

### **ARTICLE 15 – PROMOTION AND STAFF CHANGES**

#### **15.01 Job Postings**

- a) When a permanent position is created or when vacancy of a permanent nature occurs in the bargaining unit which the Employer intends to fill, the Employer shall notify the Union in writing and post notice and email to employees at least one (1) week in advance of closing date.

In making promotions and filling vacancies, the Employer's decision will be based on the following factors:

- 1) The applicant's skills, abilities, experience, knowledge and the capacity to do the job;
  - 2) Seniority.
- b) Where there are two or more applicants for a job posting, seniority shall be the deciding factor only when number one 1), above, are relatively equal.
  - c) In the event that the Employer decided not to interview an internal applicant, the Employer shall notify the applicant in writing within five (5) working days indicating the reasons why they were not interviewed.

#### **15.02 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift where applicable,

hours of work, location and salary range. The Employer shall indicate on all job postings and job descriptions where use of a personal vehicle may be required.

### **15.03 Outside Advertising**

The Employer reserves the right to advertise new or vacant positions as deemed necessary. All internal applicants for new or vacant positions will be given first consideration. The Employer is not required to interview employees who have not completed their probation period. No outside applicants shall be interviewed unless there are no qualified internal applicants.

### **15.04 Promotions Requiring Higher Qualifications**

Internal applicants who are actively pursuing higher qualifications as determined by the Employer, may be considered for promotion to a new or vacant position. Appointment will be on a trial basis during which time the employee must achieve the required qualifications.

### **15.05 Trial Period**

Following a posting, the successful applicant shall be allowed a trial period of up to three (3) months during which the Employer will determine if the employee can satisfactorily perform the job. Conditional on satisfactory service, the employee shall be declared permanent after successful completion of the trial period. Within this period, the employee may be returned to their former position or status by the Employer if they prove unsatisfactory, or may voluntarily return to the position they formerly occupied, without loss of seniority and at the wage rate of their former position. Any other employee promoted or transferred as a result of the trial period appointment shall also be returned to their former position without loss of seniority and at the wage rate of their former position. The trial period may be extended by mutual agreement between the parties.

### **15.06 Probation for Newly Hired Employees**

- a) Permanent full time employees shall be on a probationary basis for a period of six (6) consecutive months from the date of hiring.
- b) Permanent part-time employees shall be on a probationary basis for a period of five hundred (500) paid hours from date of hire.
- c) Casual employees shall be on a probationary basis for a period for five hundred (500) paid hours from date of hire.
- d) During the probationary period, employees shall be entitled to all rights and benefits of the Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the

probationary period, without recourse to the Grievance Procedure, provided that such termination is not discriminatory, arbitrary or in bad faith.

- e) After completion of the probationary period, seniority shall be effective from the original date of employment.
- f) The probationary period may be extended for a further period of not more than sixty (60) days by mutual agreement between the Employer and the Union.

#### **15.07 Union Notification**

The Employer shall notify the Union in writing, within one week, of changes in employment status of employee holding jobs within the bargaining unit.

The changes requiring notification are: appointments, hirings, lay-offs, demotions, transfers, recalls, retirements, resignations, terminations and leaves of absence. The Employer shall post the names of successful applicants to vacant positions, and will review the basis of disqualification with unsuccessful applicants if they so request.

#### **15.08 Training Courses**

The Employer shall post notice of any training courses for which employees may be selected in writing. The notice shall contain the following information:

- Type of course (subject and materials to be covered);
- Time and duration of the course;
- Location of the course;
- Basic minimal qualifications required of applicants.

This Article does not preclude the Employer and/or the Employee from seeking out training to meet the employee's specific needs; nor does it preclude the Employer's paying and/or allowing time off for such training where appropriate.

### **ARTICLE 16 – LAY-OFFS AND RECALLS**

#### **16.01 Definition of Lay-off**

Any reduction in hours or the elimination of a position shall be considered a lay-off.

## **16.02**

### **a) Advance Notice of Lay-off**

The Employer shall provide the Union with no less than eight (8) weeks' written notice prior to the date of a proposed layoff(s) or elimination of position(s). The notice shall include the classifications affected, number of potentially impacted positions, any bargaining unit work presently being contracted out, and any vacancies identified by the Employer.

The Employer shall notify employees who are to be laid off at least six (6) weeks prior to the effective date of lay-off. If the Employee has not had the opportunity to work during the time period as provided in this Article, the Employee shall be provided with pay in lieu for that part of the period during which work was not made available by the Employer.

All such lay-off notices shall be in writing with a copy to the Union.

### **b) Procedure for Lay-Off**

In the event of a lay-off, the Employer shall lay-off the employee with the least seniority in a classification, provided that the remaining employees are qualified to do the remaining work.

## **16.03 Recall Procedure**

Prior to applying the posting requirements in Article 15, employees shall be recalled for jobs in order of seniority provided that they are qualified for the job for which they are recalled and are subject to the trial period in Article 15.05, except that an employee who does not complete the trial period successfully shall be returned to lay-off status. There shall be no trial period when an employee is recalled to their former position.

Notification of recall shall be sent by registered mail and personal email to the laid off employee's last known address. It shall be the responsibility of each laid off person on a recall list to advise the employment office of any change in address.

An employee on the recall list shall be notified of all temporary vacancies and shall be eligible for any temporary vacancies for which they are qualified. Neither the acceptance nor the declining of one or more temporary positions shall affect the employee's recall rights.

## **16.04 Recruitment During Lay-off**

No new employees will be hired until those laid off who are qualified to perform the duties of the position have been recalled.

### **16.05 Continuation of Benefits**

Subject to the approval of the carrier, the Employer agrees to continue to pay its existing contributions to all Health and Welfare Plans for employees laid off for a period of less than two (2) months, save and except:

- Pension;
- LTD; and
- Short Term Disability.

### **16.06 Grievance on Lay-off**

Grievances concerning lay-offs shall be initiated at Step 2 of the Grievance Procedure.

### **16.07 Employees Options upon Notice of Lay-off**

An employee in receipt of notice of lay-off shall be entitled to the following options:

- 1) accept the lay-off and be placed on the recall list for twenty-four (24) consecutive months, in accordance with Article 14.03 6)
- 2) retire, if eligible in accordance with the Pension Plan;
- 3) displace any other bargaining unit employee provided they have greater seniority than the employee being displaced and also provided they are qualified for the job of the employee being displaced;
- 4) an employee who meets the qualifications for the position may displace another bargaining unit employee with less seniority, including the right to bump up;
- 5) accept a vacancy as per Article 15.01;
- 6) accept a temporary position, but remain on the recall list for twenty-four (24) consecutive months, in accordance with Article 14.03 6), with the option to apply for a permanent position if one becomes available during said twenty-four (24) month period.

The employee must notify the President and CEO of their intent to exercise their bumping privilege within five (5) business days upon confirmation of the employee's receipt of the lay-off notice.

## **16.08 Displaced Employees**

An employee who is to be displaced by another more senior employee in accordance with Article 16.07 shall be entitled to receive notice of lay-off in accordance with Article 16.02.

## **16.09 Redeployment**

A Redeployment Committee will be convened no later than two (2) weeks after the notice referred to in Article 16.02 a) is provided to the Union and will meet thereafter as frequently as is necessary.

### **i) Committee Mandate**

The mandate of the Redeployment Committee is to:

- 1) identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Agency which could be performed by bargaining unit employee who are or would otherwise be laid off;
- 2) Identify vacant positions in the Agency or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either;
  - a) within the bargaining unit; or
  - b) not covered by a Collective Agreement.

Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer.

## **16.10 Disclosure**

The Employer shall provide the Redeployment Committee all pertinent staffing and financial information. The Union agrees to treat such information with appropriate confidentiality.

## **ARTICLE 17 – HOURS OF WORK**

### **17.01 Normal Hours of Work**

#### **a) Full-Time Employees – Non Residential**

The normal hours of work shall be thirty-five (35) hours per week. The normal work week shall be five (5) consecutive days out of (7) which shall be set at the time of posting. The normal work day shall be eight hours inclusive of a one (1) hour unpaid meal break and two paid fifteen minute rest breaks. The majority of normal hours shall overlap with the employer's normal office hours.

An employee who is required to work during their meal break may bank such time to be taken off with pay at a mutually agreed time. The employee would attempt to take the time within the current pay period in accordance with Article 17.03 "Flexible Working Hours".

#### **b) Full-time Employees – Residential Rehab (24/7 Fisher and Grove)**

These employees' normal hours of work shall be either seven (7), eight (8) or ten (10) hour shifts as described below:

##### **i) Positions Assigned Eight (8) hour shifts (Daytime residential – Fisher)**

The normal hours of work shall be thirty-five (35) hours per week. The normal work week shall be Monday to Friday. The normal work day shall be eight hours inclusive of a one (1) hour unpaid meal break and two paid fifteen minute rest breaks. The majority of normal hours shall overlap with the Employer's normal office hours.

An employee who is required to work during their meal break may bank such time to be taken off with pay at a mutually agreed time.

The employee would attempt to take the time within the current pay period in accordance with Article 17.03 "Flexible Working Hours".

Residential eight (8) hour shifts, cover daytime hours between 8:00 a.m. and 8:00 p.m. Monday to Friday.

ii) **Positions Assigned Eight (8) hour shifts  
(Daytime residential – Grove)**

The normal hours of work shall be thirty-five (35) hours per week. The normal work week shall be Monday to Friday. The normal work day shall be eight hours inclusive of a one (1) hour unpaid meal break and two paid fifteen minute rest breaks. The majority of normal hours shall overlap with the Employer's normal office hours.

Residential eight (8) hour shifts, covers daytime hours between 8:00 a.m. and 8:00 p.m. on either a Sunday to Thursday or Monday to Friday schedule.

An employee who is required to work during their meal break may bank such time to be taken off with pay at a mutually agreed time. The employee would attempt to take the time within the current pay period in accordance with Article 17.03 "Flexible Working Hours".

iii) **Positions Assigned Seven (7) hour shifts  
(Evening residential – Fisher)**

Residential seven (7) hour shifts, cover hours between 3:30 p.m. and 10:30 p.m. on either a Sunday to Thursday or a Monday to Friday schedule.

Employees are required to remain onsite during their paid meal break and rest break.

iv) **Positions Assigned Eight (8) hour Shifts  
(Evening residential – Grove)**

Residential eight (8) hour shifts, cover hours between 3:00 p.m. and 11:00 p.m. on either a Sunday to Thursday or a Monday to Friday Schedule.

The normal work day shall be eight (8) hours inclusive of a one (1) hour unpaid meal break and two (2) paid fifteen (15) minute rest breaks.

v) **Positions Assigned Ten (10) hour Shifts  
(Overnights residential Fisher & Grove)**

The normal hours of work shall be thirty-five (35) hours per week arranged over a two (2) week period. The normal work week shall be four days between Monday to Sunday inclusive. The normal work day shall be ten (10) hours inclusive of a paid 30 minute meal

break and two (2) paid fifteen (15) minute rest breaks. The normal hours shall be between 10:15 p.m. and 8:15 a.m. at Fisher and 10:30 p.m. and 8:30 a.m. at Grove. Employees are required to remain on site during their paid meal breaks, paid rest breaks, and paid sleep periods. (For Fisher Staff only) when circumstances permit, the employee may have a paid sleep period between 2:00 a.m. and 6:00 a.m.

**c) Permanent Part-time Employees  
(Fisher and Grove)**

Their normal hours of work are scheduled between Friday afternoon and Sunday evening.

The normal daily hours of work for part-time employees shall not be less than three and one-half (3.5) consecutive hours, part-time employees shall be allowed one paid fifteen (15) minute break for every three and one half (3.5) hours worked.

Part-Time employees are required to attend at least one staff meeting per year in each program (or site) in which they regularly work. If this occurs outside the employee's regular work schedule, they will be paid for the time worked at their regular hourly rate. Management will endeavour to schedule meetings using a variety of time options.

**17.02 Days Off**

Days off shall be scheduled so that they are consecutive. All employees shall receive at least two (2) days off in a week.

**17.03 Flexible Working Hours (Full-time Employees)**

All employees may be required to alter their regular hours of work, not to exceed thirty-five (35) hours per week, in order to address the needs of clients and/or the program.

All flexible working arrangements must be approved by the employee's supervisor in advance of any accumulation of hours. Accumulated hours may be banked up to a maximum equivalent of three (3) working days and shall be taken at a time for time basis at a date mutually agreed by the Employer and employee. When the employee's bank has reached the maximum of three (3) days, any further accumulated time shall be taken in the month following the week in which it was earned and shall be reflected in the employee's weekly scheduled hours of work.

Compressed work week is a form of flexible working hours, which is exempt from the provision to not exceed 35 hours per week by its very definition. Any and all flexible work arrangements are subject to operational requirements.

#### **17.04 Client Outings**

- a) After approval by the Employer, an employee who accompanies clients on an outing shall be reimbursed for the following expenses: travel, meals, accommodation, admission charges and recreational fees.

In accordance with 17.03, staff participation in client outings in excess of their normal duties to a maximum of twenty-four (24) hours in a single twenty-four (24) hour day, shall be on a voluntary basis. Time for these events shall be compensated at straight time off. In addition, the employee shall suffer no loss of salary and the accumulation bank may be exceeded.

An "outing" is a Salus organized client event.

### **ARTICLE 18 – OVERTIME**

#### **18.01 Definition**

- a) Overtime beyond thirty-seven (37) hours a week shall be defined as hours worked in excess of the employee's normal work week, and shall be paid at the rate of time and one-half the employee's normal rate of pay.
- b) All overtime shall be on a voluntary basis and must be authorized by the Employer. The Employer will authorize overtime for emergencies, unforeseen circumstances and not for planned activities outside the normal working days.
- c) In an emergency or unforeseen circumstances an employee shall attempt to reach their supervisor for prior authorization to work sufficient time. If they cannot contact their supervisor they shall contact another manager or an on-call manager.
- d) The Employer and the Union recognize the importance of having employees perform the work of the bargaining unit. To this end, the Employer agrees to offer overtime to employees with the relevant skills in a work location when a scheduled employee is unavailable to work the additional hours of work on short notice.

## **18.02 Time Off in Lieu of Overtime**

Instead of payment, and with the consent of the employee and Employer, compensation may be taken in time-off, on the basis of time and one-half (1½) for the overtime hours worked. Such time-off must be taken at a mutually agreeable time between the employee's Supervisor and the employee concerned. Time-off must be taken within one hundred and twenty (120) calendar days from the time that overtime was actually worked unless both parties agree otherwise.

## **18.03 On Call Services**

Except for maintenance staff, no employee shall be called on to provide on-call services outside their regular working hours.

On-call services (i.e. emergency evening, overnight, and weekend telephone response) will normally be delivered by residential staff at Fisher during their regular working hours.

Notwithstanding the above, an on-call rotation for maintenance staff will be in effect, such that there will be one maintenance employee on-call each day outside of office hours, including weekends. The designation of on-call shall be in blocks of twenty-four (24) hours per day when the office is closed (holidays and weekends) or sixteen (16) hours per day Monday to Friday. The on-call rate will be \$100/24 hour on-call block, or \$125/24 hour on-call block that falls on a "Paid Holiday" as defined under article 19.01, or \$70/16 hour on-call block.

The on call rotation shall be scheduled for each employee not more than one (1) week in three (3) regularly scheduled weeks and will not exceed 13 weeks per year. Notwithstanding the foregoing, the employee will not be required but may agree to cover co-workers' sick time and vacation on call time, and such time will be in addition to their regular on call schedule.

## **18.04 Call Back Pay**

An employee who is called back to work, as per 18.03 shall be paid a minimum of three hours at the overtime rate. An employee who is called back to work outside the employee's regular working hours on a paid holiday shall be paid at the overtime rate for actual hours worked, plus one day off with pay at a time mutually agreeable between the employee and the Employer.

It is understood that travel time related to call back, to a maximum of one-half (½) hour per direction, is included in the time worked.

**ARTICLE 19 – HOLIDAYS (Applicable to Permanent Full-Time Employees and Employees in Full-Time Temporary Positions Only)**

**19.01 Paid Holidays**

The Employer recognises the following as paid holidays:

New Year's Day (Stat)	Labour Day (Stat)
Family Day (Stat)	Thanksgiving Day (Stat)
Good Friday (Stat)	Remembrance Day
Easter Monday	December 24
Victoria Day (Stat)	Christmas Day (Stat)
Canada Day (Stat)	Boxing Day (Stat)
Civic Holiday	

Four (4) hours on the last day preceding New Year's Day

**19.02 Compensation for Paid Holidays Falling on Saturday and Sunday**

When any of the above-noted holidays falls on a Saturday and Sunday and is not proclaimed as being observed on some other day, the following Monday (and/or Tuesday, if both Saturday and Sunday are holidays) shall be deemed to be the holiday for employees whose normal work week is Monday to Friday. For other employees the holiday shall be observed on the day on which it falls.

**19.03 Pay for Work on Paid Holiday**

Full-time employees (including employees in full-time temporary positions) who are required to work on a recognized holiday as defined in Article 19.01 shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate for actual hours worked, plus one day off with pay at a time mutually agreeable between the employee and the Employer. which shall occur within one hundred and twenty (120) days of the holiday, unless both parties agree otherwise.

**19.04 Compensation for Paid Holidays Falling on Scheduled Day Off**

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

**19.05 Christmas/New Year's Office Closure (Permanent Full-time Employees and Employees in Full-Time Temporary Positions Only)**

Leave, hours of work and compensation for the period from December 24 to January 1 will be as provided for in Appendix "A" Christmas/New Year's Office

Closure (permanent full-time employees and employees in full-time temporary positions).

## **ARTICLE 20 – VACATION**

### **20.01 Length of Vacation**

#### **Permanent Full-Time**

Employees shall receive an annual vacation with pay in accordance with length of employment as follows:

<u>Length of Employment</u>	<u>Length of Vacation</u>
0-5 years	105 hours
More than 5 and less than ten (10) years	140 hours
More than 10 years and less than fifteen (15)	175 hours
More than fifteen (15) years and less than (20) years	210 hours
More than twenty 20 years	245 hours

Plus an additional seven (7) hours for every five (5) years thereafter.

### **20.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation, the Employee will claim the number of vacation days for the vacation schedule less the paid holiday.

### **20.03 Vacation Pay on Termination**

An employee terminating their employment at any time in a vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Conversely, any employee who uses more than their earned vacation leave will have that leave deducted from the employee's last pay or separation payment.

### **20.04 Vacation Schedules**

Vacation requests must be submitted by the employee to their supervisor by April 30<sup>th</sup> (for the summer period i.e. June 1 to September 15) and by October 31<sup>st</sup> (for the December holiday period i.e. December 15 to January 15).

Vacation requests submitted after April 30<sup>th</sup> (for the summer period) and after October 31<sup>st</sup> (for the December holiday period), or for vacation requests falling outside the summer and December holiday periods, will be approved on a first come basis, subject to operational requirements.

The supervisor will respond within ten (10) working days of the vacation request deadline and post the vacation schedule within the next five (5) working days. Vacation schedules shall not be changed unless required in order to meet operational requirements.

Conflicts in preferred vacation which are identified on the posted schedule for the summer and December holiday period shall be resolved within each team on the basis of seniority subject to operational requirements.

#### **20.05 Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in unbroken periods if so requested or in shorter periods including single days or less if so requested. Requests for single vacation days or less and, vacation with less than one weeks notice will be subject to operational requirements, and shall not be unreasonably denied.

#### **20.06 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave, bereavement, or any other approved paid leave during the employee's period of vacation, deductions shall be made from such sick leave, bereavement, or other approved paid leave credits, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date subject to operational requirements. Such requests will not be unreasonably denied. A medical certificate by a qualified medical practitioner may be required.

#### **20.07 Accumulation of Vacations**

Employees shall be allowed to carry over 35 hours of vacation for use in the following year. At the discretion of the Employer, additional vacation may be carried over and used in the following year.

#### **20.08 Vacation Entitlement for Part-time and Casual Employees**

Part-time and casual employees shall be paid six percent (6%) vacation pay, paid bi-weekly based on their gross earnings.

**20.09 Vacation Entitlement for Employees in Full-Time Temporary Positions**

Employees in full-time temporary positions shall be entitled to three (3) weeks' annual vacation with pay, prorated based on the length of the term of their temporary assignment.

**ARTICLE 21 – SICK LEAVE PROVISIONS  
(Applicable to Permanent full time employees only)**

**21.01 Sick Leave Defined**

Sick leave means the amount of time an employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

**21.02 Annual Paid Sick Leave (Applicable to Permanent full time employees only)**

One Hundred and five hours (105) of sick leave per year shall be earned by an employee at the rate of 4.04 hours every pay period that an employee is employed.

**21.03 Accumulation**

An accumulated maximum of one hundred and five (105) hours of sick leave credit may be carried forward as of March 31 of each year. In the event that the Employer provides sick leave credits in advance of their being earned, such credits are not vested. Sick leave credits not taken cannot be cashed out nor are they paid upon termination of employment.

**21.04 Short Term Indemnity**

After fourteen (14) consecutive calendar days of illness, the employee is eligible to progress to the short-term disability plan and to receive remuneration from the insurance carrier instead of the Employer, subject to approval of the carrier. The short-term indemnity plan in effect April 1, 2008 shall not be reduced without the consent of the Union. Seniority shall continue to accrue while an employee is on short-term disability.

**21.05 Long Term Indemnity**

The short-term disability plan continues for a maximum of 17 weeks, for the period the employee remains eligible for benefits under the plan and terminates when the employee progresses to the long-term disability plan, subject to the carrier's approval. Seniority shall continue to accrue while an employee is on long-term disability.

**21.06 Deductions from Sick Leave**

Employees' usage of accumulated sick leave shall be on an hour for hour basis.

**21.07 Proof for Medical Absence**

An employee may be required to produce a certificate from a physician for any medical absence in excess of five (5) consecutive working days, certifying that the employee is unable to carry out their duties due to a medical condition.

**21.08 Medical and Dental Appointments**

- a) Reasonable time off with pay for medical or dental appointments shall be provided to full time staff. However, such appointments should normally be arranged during early morning, noon hour or later afternoon periods. Advance notice to the supervisor is required.
- b) Employees will provide one week's notice of regularly scheduled medical and dental appointments. Where one week's notice is not possible due to emergency or last minute circumstances, the employee will provide as much notice as possible recognizing that a sick day may be required depending upon the nature of the medical or dental problem.
- c) For appointments outside the scope of regular check-ups and emergencies, refer to 21.10.

**21.09 Sick Leave Record**

Employees shall have access to their sick leave records.

**21.10 Duty to Accommodate**

The Employer and the Union acknowledge and agree that they each have a legal responsibility to facilitate accommodations of employees pursuant to the *Human Rights Code* of Ontario as amended from time to time and Article 4.01 of this Collective Agreement.

- i) Where necessary, the Employer and Union may, by mutual agreement, waive or amend relevant provision of the collective agreement to facilitate a specific accommodation.
- ii) In the case of a disability or impairment, whether temporary or permanent, a Functional Restrictions/Capabilities/or equivalent Form will be completed by the employee's health professional to determine the extent of accommodation required. The Employer will reimburse the health professional.

- iii) As per i) employees who have been diagnosed with a chronic condition or illness, or who have sustained an injury requiring ongoing treatment outside the provisions of medical and/or dental check-ups (21.08) will be accommodated to the point of undue hardship, with regard to particular operational needs, safety and costs.

### **21.11 Joint Return to Work Committee**

The parties agree that modified work and modified return to work are matters of mutual concern. A joint Return to Work Committee (RTW Committee) comprised of an equal number of Union and Employer representatives will be established. The RTW Committee shall meet as often as is necessary with the goal of fair, consistent and equitable treatment of all employees who require assistance when returning to work after an injury or illness.

All Employees shall be notified in writing upon returning from short-term or long-term disability or who have made an accommodation request of their right to have the support of the Joint RTW Committee. The Union will be included on these communications.

Any accommodation measures that may be recommended to the Employer by the RTW Committee shall be in keeping with the applicable legislation and this Collective Agreement. For the sake of clarity, the Employer is not required to follow or to implement the recommendations of the RTW Committee.

## **ARTICLE 22 – LEAVE OF ABSENCE**

### **22.01 Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not suffer any loss of pay when required to leave their workplace temporarily in connection with the grievance or arbitration procedures.

### **22.02 Leave of Absence for Union Functions**

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to a maximum of three (3) employees away at any one time elected or appointed to represent the Union. Leave of absence without pay shall be granted subject to the Employer's operational requirements to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies. For administrative purposes, the Employer may continue to pay the employee's salary and benefits, and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave.

**22.03 Paid Bereavement Leave (applicable to permanent full-time employees only)**

- a) An employee shall be granted a maximum of seven (7) calendar days off without loss of pay in the event of death of an employee's parent (including step-parent or foster parent), spouse (including common-law spouse and same sex spouse), child (including step-child or foster child), sibling, fiancé(e), or friend/relative whose relationship is equally as close as determined by the employee.
- b) An employee shall be granted a maximum of three (3) working days off with pay in the event of the death of an employee's grandparent, grandchild, former guardian, partner, father-in-law, mother-in-law, sister-in-law, brother-in-law or friend/relative whose relationship is equally as close as determined by the employee.
- c) In the event of a death of any other relative or friend, the employee shall be granted a maximum of one (1) working day off with pay to attend the funeral services.

Where extensive international travel time is required or the employee is the executor of the estate, a maximum of two (2) additional days will be granted.

Where established cultural or religious practice provides for ceremonial occasions other than the bereavement period as outlined above, the balance of the bereavement leave as provided may be taken at the time of those occasions.

When requested, additional leave may be granted, at the discretion of the President and CEO, based on the individual circumstances given reasonable compassion.

**22.04 Personal Leave**

Personal leave is available to permanent full-time employees and employees in full-time temporary positions for a total of twenty-eight (28) hours with pay per year. Personal leave for employees in full-time temporary positions will be prorated on the length of the term of their temporary assignment.

**22.05 Seniority Status During Maternity/Parental Leave**

An employee shall continue to accumulate seniority and service during maternity/parental leave.

**22.06 Length of Maternity Leave**

Such leave shall be granted on written request which notifies the Employer at least two (2) weeks in advance of the date the leave shall start, and stating the probable date of delivery, the length of leave requested.

The total maximum leave shall not exceed seventeen (17) weeks.

**22.07 Administration of Group Benefits During Maternity/Parental Leave**

During the period of maternity/parental leave, the Employer shall pay the full premium cost of the hospital, medical, pension and group life insurance and other fringe benefits of this Agreement, provided the employee undertakes to reimburse the Employer for the employee portion.

**22.08 Procedure Upon Return From Maternity/Parental Leave**

On return from leave, the employee shall be placed in their former position or in an equivalent position if their original position no longer exists.

**22.09 Length of Parental Leave**

On written request for parental leave, the employee shall be granted parental leave in accordance with the *Employment Standards Act, 2000* of Ontario as amended from time to time. The written request must include the length of leave requested.

**22.10 Time Off For Elections**

Employees shall be allowed the number of hours required by legislation to attend the polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

**22.11 Court Witness Duty Leave**

Time spent by an employee, as a witness in any court of law in any matter arising out of the employee's employment shall be considered as time worked and paid at the appropriate rate.

**22.12 Leave For Court Appearance**

In the event an employee is accused of an offence which requires a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, and without pay. In the event that the accused employee is jailed awaiting a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, and without pay.

### **22.13 General Leave**

The Employer may grant a leave of absence, with or without pay, to an employee who requests such leave in writing. The Employer shall give an answer, in writing, to the employee within five (5) working days of the request. Where the request for leave is for a period greater than ten (10) working days, such request shall be made wherever possible one month in advance and the Employer shall have two (2) weeks to respond. Such requests shall not be unreasonably denied.

### **22.14 Educational Advancement (Applicable to permanent employees only)**

- a) Where an employee requests an educational leave, the Employer may grant leave without pay, but without loss of seniority, in order to further their education.
- b) Where an employee is required by the Employer to attend training including language training, training time spent by the employee shall be considered as time worked and the Employer shall be responsible for all related costs. Books and other materials paid for by the Employer are the property of the Employer.
- c) Where a new employee is hired to a designated bilingual position but does not yet meet the language requirements of that position, then the language training required in the letter of appointment will be the responsibility of the employee

### **22.15 Professional Development (Applicable to permanent employees only)**

The Employer agrees that staff may utilise up to five (5) working days per year, to participate in professional development activities as approved by the Employer.

### **22.16 Jury Duty**

Employees summoned to appear for jury selection and/or an employee selected to serve on a jury shall be considered as time worked and the Employer agrees to pay the employee their regular earnings. If the employee receives financial compensation from the court, other than meals and transportation, the employee shall forward the financial compensation from the court to the Employer.

### **22.17 Float Day**

Every permanent employee who has completed their probationary period will be credited one (1) float day with pay each fiscal year, to be taken at the employee's discretion. It is understood and agreed that the float day does not carry over from year to year and must be taken during the fiscal year.

## **22.18 Union Leave**

Any employee who is selected for a full-time position with the Union shall be allowed or given a leave of absence for up to one (1) year by the Employer without pay, but there shall be accumulation of seniority during such absence. An employee may apply for annual renewal of such leave, subject to approval of the President and CEO which shall not be unreasonably withheld. In no circumstances shall the leave extend beyond three (3) years.

## **ARTICLE 23 – PAYMENT OF WAGES AND EXPENSES**

### **23.01 Pay Days**

The Employer shall pay salaries and wages every second Thursday up to the amount payable as of the previous Sunday in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each pay period, every employee shall be provided with an itemised statement of the employee's wages, overtime and other supplementary pay and deductions.

### **23.02 Equal Pay for Equal Work**

Employees shall receive equal pay for work of equal value, regardless of sex.

### **23.03 Pay on Temporary Transfers, Lower Rated Job**

When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

### **23.04 Expenses**

- a) Employees whose job descriptions require them to use a private motor vehicle for the Employer's business shall be paid at the rate of sixty-three cents (63¢) per kilometre.

An employee who travels by bicycle for the Employer's business shall be paid at the rate of twenty-five cents (25¢) per kilometre.

A mileage claim form must be submitted by all employees who claim kilometres per month.

Employees who are authorized to attend a conference on behalf of Salus will be reimbursed for their related expenses to be agreed upon in advance by the employee and the President and CEO.

Traffic tickets, parking violations, etc., will not be reimbursed by the Employer for any reason.

- b) Parking will be reimbursed for actual expenditures, receipts to be submitted. Employees will seek to minimize parking costs. If meter parking is used so that no receipt is available, employees will include sufficient detail on their claim to allow for reasonableness of the cost to be assessed.

### **23.05 Bonding of Employees**

Employees handling monies for the Corporation shall be bonded by the Employer.

### **23.06 Legal Fees**

The Employer shall pay all legal costs arising out of the defence of an employee charged in any Court as a result of performing their duties for the Employer.

### **23.07 Placement on Wage Grid**

Initial placement on the wage grid for new employees is at the Employer's sole discretion, taking into consideration relevant work experience.

Where an existing employee transfers or is promoted to a position having a higher salary scale, consideration of prior relevant experience shall be factored into deciding where the employee will be placed on the wage grid.

Specifically, an existing employee who transfers or is promoted to a position having a higher salary scale and who has between three (3) years and five (5) years temporary or permanent full time experience not necessarily consecutive or continuous, provided such experience is relevant and additional to the experience required in the posted qualifications, shall be placed at the six (6) month Level on the Salary Schedule.

Specifically, an existing employee who transfers or is promoted to a position having a higher salary scale and who has more than five (5) years full time experience not necessarily consecutive or continuous, provided such experience is relevant and additional to the experience required in the posted qualifications, shall be placed at the one (1) year Level on the Salary Schedule.

When an existing employee is transferred or is promoted to a position having a lower salary scale, the employee shall be paid a rate in the lower salary scale which is closest to their current rate of pay.

Existing employees who are placed on the wage grid in accordance with this Article shall continue to earn bargained economic increases in the normal course.

At the successful completion of probation, all employees will be granted an increase equal to the halfway point between the starting wages and the annual increase. On the employee's one year anniversary, they will receive the annual increase and then an increase annually every year after that, until they reach the top of their salary scale.

### **23.08 Night Premium**

Any person working a Night Residential Worker or Onsite Support Worker shift will be paid a night premium of \$1.00 for each hour worked between 10:00pm and 8:00am. The overtime rate of time and one-half will not be applied to night premiums.

## **ARTICLE 24 – JOB CLASSIFICATION**

### **24.01 Job Descriptions**

The Employer is solely responsible for determining the requirements for all jobs within the bargaining unit.

The Employer agrees to provide up-to-date job descriptions to the Union for all positions within the bargaining unit.

A job description shall locate and identify a specific position within a program or activity of the Employer, summarize the duties and key activities of the position, and include the following information: nature of position; qualifications; required knowledge, education and work experience; skills, classification level and corresponding salary range.

### **24.02 Classification**

When a new classification is established by the Employer, or the roles and responsibilities in a current classification significantly change, it must be evaluated or reevaluated using the AIKEN Job Evaluation Plan (the "AIKEN Plan") by the Employer, and the Employer shall prepare a corresponding job description. The new job description, the total points and the Employer's proposed rate of pay for the new or re-classified classification shall be provided to the Union.

If the Union challenges the proposed rate of pay, a meeting will be held between the parties to endeavour to negotiate a mutually satisfactory rate. If the parties are

unable to reach an agreement on the rate of pay, either party may refer the dispute to arbitration.

If the parties agree on a rate, it shall be retroactive to the time the new position was first filled by the employee or the date of change in job duties.

If the new rate is less than the incumbent(s)'s current rate, the incumbent(s) shall be red circled and the incumbent(s) shall be deemed to have retained, for all purposes, the existing rate of pay which will be a holding rate, until such time as the maximum rate of the lower classification level position is equal to, or greater than the holding rate. Thereafter, the incumbent(s) shall receive any future economic increases negotiated by the parties.

Non-incumbents who post into new or re-classified classification, whether they were internal or external candidates, will earn the new rate of pay immediately and move up the wage grid in the normal course.

The Employer acknowledges its legal obligation to maintain pay equity under the Pay Equity Act and will do so using the AIKEN Plan which was the tool used to achieve Pay Equity.

#### **24.03 Joint Benefits Committee**

The Parties agrees to create and maintain a Joint Benefits Committee (JBC) comprised of two (2) representatives from the Employer and two (2) representation of the Union to discuss and recommend changes and additions to the parties on the benefits plan. The JBC shall schedule all meetings during working hours. It understood that either party may invite a third party to assist them from time to time.

Any changes, deletions, additions, or changes in contributions to the employee benefit plans shall be agreed upon by the Employer and the Union.

### **ARTICLE 25 – BENEFITS**

#### **25.01 Pension Plan**

All present employees enrolled in the Employer's Pension Plan shall maintain their enrolment in the Plan (Healthcare of Ontario Pension Plan or another Pension Plan) subject to its terms and conditions. New Employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

**25.02 Group Life Insurance, Extended Health, Dental, and Long Term & Short Term Disability Benefits**

Group benefits shall be paid for all permanent full-time employees and employees in full-time temporary positions that have been employed for three (3) months in a full-time position, subject to eligibility which will be determined by the terms and conditions of the carrier. Part-time and casual employees are not entitled to group benefits. Opting out of Health Plan and/or dental plan is possible upon proof of coverage through a spousal plan.

The premiums for the benefits shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the employee.

As of January 1, 2026 the premiums shall be paid seventy five percent (75%) by the Employer and twenty five percent (25%) by the employee. The employee shall pay one hundred (100%) of the premiums for L.T.D.

The employee shall pay one hundred percent (100%) of the premiums for L.T.D.

Benefits will be determined by the package offered by a given carrier and negotiated by the Employer.

**25.03 Change of Carrier**

The Employer may change the carrier or amend the Plan at its discretion in consultation with the joint Benefits Committee.

Every effort will be made to ensure that any change or amendment, shall not result in reduced entitlement or reduction in any benefit. Efforts will be made to improve benefits when the opportunity presents itself to do so.

**ARTICLE 26 – JOINT HEALTH AND SAFETY COMMITTEE**

**26.01** The Union and the Employer recognize a single Joint Occupational Health and Safety Committee (JOHSC) which shall have jurisdiction for all workplace locations operated by the Employer and which shall consist of one Co-Chair and one member appointed by the Union and one Co-Chair and one member appointed by the Employer.

In addition the Union and the Employer may each appoint one alternate.

Alternates may attend meetings and enjoy other rights as a member of the committee, but shall not have a vote unless the respective Co-Chair is absent.

**26.02** The JOHSC shall function in accordance with the Occupational Health and Safety Act as in effect on April 1, 1998 as amended from time to time.

**26.03 Safety Shoe & Clothing Allowance**

Maintenance staff and Housing Coordinators will be reimbursed to a maximum of four hundred dollars (\$400.00) annually toward the cost of the purchase of work wear (safety shoes and clothing) upon proof of payment.

**26.04 Inclement Weather**

In the event of inclement weather resulting in hazardous road conditions, an employee may request to use paid or unpaid time off as may be available to them. Requests are subject to operational requirements but will not be unreasonably denied.

**ARTICLE 27 – JOB SECURITY**

**27.01 Contracting Out**

The Employer agrees not to contract out any work if such contracting out results in the lay-off of any bargaining unit employee.

**27.02 Contracted Services**

On request from the Union, and no more than once annually, the parties will meet to discuss any contracted services which fall within the work of the bargaining unit.

**27.03 Work of the Bargaining Unit**

- a) Persons whose jobs are not in the bargaining unit shall not work on any jobs and/or perform any duties performed by employees or that could be performed by members of the bargaining unit, except for the purposes of instruction, or in emergencies when regular employees are not available, and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.
- b) The Employer agrees that:
  - 1. no employee shall be replaced either temporarily or permanently with a student on placement.
  - 2. no clinical employee shall be replaced either temporarily or permanently by a third party.

3. no employee shall be laid off or suffer a reduction in their hours of work as a result of the Employer utilizing the services of students on placement or a third party.
- c) The utilization of a student and/or a third party shall not derogate from the requirements to fill vacancies or new positions of permanent nature as set out in article 15.01.

Note: clinical employee shall be defined as all employees save and except Administrative Assistant and Maintenance employees.

## **ARTICLE 28 – GENERAL CONDITIONS**

### **28.01 Accommodation**

Accommodation shall be provided for employees to have their meals and store and change their clothes.

### **28.02 Bulletin Boards**

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

### **28.03 Tools and Equipment**

The Employer shall determine and provide all tools and equipment required by employees in the performance of their duties. Employees may identify and request tools or equipment they consider necessary to effectively and safely perform their job. The Employer retains sole discretion to determine the tools and equipment deemed necessary; however, such requests shall not be unreasonably denied.

### **28.04 Damaged Personal Items**

The Employer will reimburse an employee for damages to personal items, clothing, glasses, bicycle, and cars, by job related actions.

### **28.05 Personnel Records**

An employee shall have the right to have access to and to review their personnel records in the presence of designated personnel staff and to receive copies of any documents on their file. All such reviews shall be arranged by appointment with personnel staff. Personnel records shall be maintained in a

central location. An employee has the right to respond in writing to any documents on the employee's file.

## **ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS**

### **29.01 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

## **ARTICLE 30 – WSIB**

**30.01** The Employer shall continue to maintain WSIB coverage.

**30.02** An employee receiving WSIB benefits for a compensable workplace injury or illness under the *Workplace Safety and Insurance Act* shall continue to accumulate seniority.

## **ARTICLE 31 – COPIES OF AGREEMENT**

### **31.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, the Employer shall send a copy of the Agreement by e-mail to all members of the bargaining unit within thirty (30) days of signing. The Agreement will also be available on the Salus Shared "S" Drive or on such other system to which all employees will have access as the Employer may advise. Hard copies will be provided to employees upon request.

## **ARTICLE 32 – TERMS OF AGREEMENT**

### **32.01 Duration**

This Agreement shall be binding and remain in effect from April 1, 2025 to March 31, 2028, and shall continue from year to year thereafter unless either party gives the other party notice in writing, ninety (90) days prior to the termination date of its intent to bargain for a renewal Agreement with or without amendments.

### 32.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

### 32.03 Retroactivity

It is agreed that all clauses in the Collective Agreement become effective from the date the Agreement is ratified unless otherwise agreed or specified by the parties.

#### Signed electronically by the parties.

##### For the Union

*Aaron Hoffer*

Aaron Hoffer (2026-02-02 14:05:12 EST)

*Khalida Badran*

Khalida Badran (2026-02-02 14:32:34 EST)

*Rick Dodd*

Rick Dodd (2026-02-12 11:58:44 EST)

*Amanda Johnson*

Amanda Johnson (2026-02-02 15:56:59 EST)

*Alyssa Peyton*

Alyssa Peyton (2026-02-10 13:33:05 EST)

##### For the Employer

*Tafari Thompson*

*Christa McIntosh*

Christa McIntosh (2026-02-12 11:49:51 EST)

*Papa Ladjiké Diouf*

Papa Ladjiké Diouf (2026-02-13 10:17:44 EST)

*Lynda DaCosta*

Lynda DaCosta (2026-02-03 07:20:29 EST)

**SCHEDULE “A”  
SALARY SCHEDULE**


**April 1, 2025 to March 31, 2026 (\$1.50 increase)**

<b>Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>1 Year</b>	<b>2 Years</b>
Psychoeducator	\$36.96	\$38.22	\$39.50	\$42.05
Philanthropy and Comms. Coordinator	\$36.96	\$38.22	\$39.50	\$42.05
Behaviour Therapist	\$36.96	\$38.22	\$39.50	\$42.05
Social Worker	\$35.75	\$37.15	\$38.54	\$41.36
Occupational Therapist	\$35.75	\$37.15	\$38.54	\$41.36
Program Coordinator	\$35.75	\$37.15	\$38.54	\$41.36
Housing Coordinator	\$35.75	\$37.15	\$38.54	\$41.36
Case Manager	\$35.42	\$36.61	\$37.83	\$40.26
Recreologist	\$34.74	\$35.94	\$37.14	\$39.48
Residential Coordinator	\$30.36	\$31.41	\$32.42	\$34.49
Rehab Worker	\$30.36	\$31.41	\$32.42	\$34.49
On-Site Support Worker	\$30.36	\$31.41	\$32.42	\$34.49
Community Developer	\$30.36	\$31.41	\$32.42	\$34.49
Residential Worker Team Lead	\$26.51	\$27.45	\$28.42	\$30.27
Administrative Assistant	\$26.10	\$26.97	\$27.84	\$29.59
Maintenance	\$25.20	\$26.02	\$26.89	\$28.46
Night Residential Worker	\$23.37	\$24.28	\$25.20	\$26.25
Residential Worker	\$23.37	\$24.28	\$25.20	\$26.25

**April 1, 2026 to March 31, 2027 (\$1.50 increase)**

<b>Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>1 Year</b>	<b>2 Years</b>
Psychoeducator	\$38.46	\$39.72	\$41.00	\$43.55
Philanthropy and Comms. Coordinator	\$38.46	\$39.72	\$41.00	\$43.55
Behaviour Therapist	\$38.46	\$39.72	\$41.00	\$43.55
Social Worker	\$37.25	\$38.65	\$40.04	\$42.86
Occupational Therapist	\$37.25	\$38.65	\$40.04	\$42.86
Program Coordinator	\$37.25	\$38.65	\$40.04	\$42.86
Housing Coordinator	\$37.25	\$38.65	\$40.04	\$42.86
Case Manager	\$36.92	\$38.11	\$39.33	\$41.76
Recreologist	\$36.24	\$37.44	\$38.64	\$40.98
Residential Coordinator	\$31.86	\$32.91	\$33.92	\$35.99
Rehab Worker	\$31.86	\$32.91	\$33.92	\$35.99
On-Site Support Worker	\$31.86	\$32.91	\$33.92	\$35.99
Community Developer	\$31.86	\$32.91	\$33.92	\$35.99

Residential Worker Team Lead	\$28.01	\$28.95	\$29.92	\$31.77
Administrative Assistant	\$27.60	\$28.47	\$29.34	\$31.09
Maintenance	\$26.70	\$27.52	\$28.39	\$29.96
Night Residential Worker	\$24.87	\$25.78	\$26.70	\$27.75
Residential Worker	\$24.87	\$25.78	\$26.70	\$27.75
<b>April 1, 2027 to March 31, 2028 (\$1.00 increase)</b>				
<b>Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>1 Year</b>	<b>2 Years</b>
Psychoeducator	\$39.46	\$40.72	\$42.00	\$44.55
Philanthropy and Comms. Coordinator	\$39.46	\$40.72	\$42.00	\$44.55
Behaviour Therapist	\$39.46	\$40.72	\$42.00	\$44.55
Social Worker	\$38.25	\$39.65	\$41.04	\$43.86
Occupational Therapist	\$38.25	\$39.65	\$41.04	\$43.86
Program Coordinator	\$38.25	\$39.65	\$41.04	\$43.86
Housing Coordinator	\$38.25	\$39.65	\$41.04	\$43.86
Case Manager	\$37.92	\$39.11	\$40.33	\$42.76
Recreologist	\$37.24	\$38.44	\$39.64	\$41.98
Residential Coordinator	\$32.86	\$33.91	\$34.92	\$36.99
Rehab Worker	\$32.86	\$33.91	\$34.92	\$36.99
On-Site Support Worker	\$32.86	\$33.91	\$34.92	\$36.99
Community Developer	\$32.86	\$33.91	\$34.92	\$36.99
Residential Worker Team Lead	\$29.01	\$29.95	\$30.92	\$32.77
Administrative Assistant	\$28.60	\$29.47	\$30.34	\$32.09
Maintenance	\$27.70	\$28.52	\$29.39	\$30.96
Night Residential Worker	\$25.87	\$26.78	\$27.70	\$28.75
Residential Worker	\$25.87	\$26.78	\$27.70	\$28.75

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## **APPENDIX A:**

### **CHRISTMAS/NEW YEAR'S OFFICE CLOSURE (PERMANENT FULL-TIME EMPLOYEES AND EMPLOYEES IN FULL-TIME TEMPORARY POSITIONS)**

No Employees will be scheduled to work from December 24 to January 1, inclusive ("the Office Closure"), except in accordance with this Appendix.

Article 19 (Holidays) will continue to apply to Employees during the Office Closure.

Employees will be granted leave with pay for each day they would otherwise be scheduled to work during the Office Closure. For greater clarity, Employees will not be paid for any days they would not regularly be scheduled to work unless Article 19 (Holidays) applies to the day(s).

The Employer agrees to post the office closure schedule for each year ("the Closure Schedule") by October 1<sup>st</sup>.

For operational reasons and at its discretion, the Employer may require some Employees to work during the Office Closure. If this requirement exists, the Employer will indicate the required days/shifts and corresponding programs/sites ("shifts") and will ask for volunteers among the Employees to make themselves available to work the shifts ("Volunteers"). Volunteers must indicate their availability in accordance with any deadline set by their respective manager(s). Volunteers may only volunteer to work shifts in their own jobs/programs/sites.

Managers will schedule the Volunteers for shifts in order of seniority and on an equitable basis within each site or program.

Volunteers will receive pay at straight time for the shifts worked during the Office Closure. Volunteers will also receive one and one-half (1.5) hours of paid time off for each hour worked on the Shifts during the Office Closure. This paid time off shall be taken at a time mutually agreeable between the Volunteer and the Manager but no later than three (3) months after it was earned.

In exceptional circumstances and where there are no Volunteers to fill the Shifts, the Employer may assign Employees to work in reverse order of seniority within each site or program. Employees who are required to work in these exceptional circumstances will be compensated at straight time for the Shifts worked during the Office Closure and they will also have the option to choose one of the following:

1. One and one-half (1.5) hours of paid time off for each hour worked on the Shifts during the Office Closure;

**OR**

2. Payment of one and one-half times their regular rate for each hour worked on the Shifts during the Office Closure.

Articles 18.03 and 18.04 continue to apply during the Office Closure. Volunteers will be called back first before other employees who have not volunteered. Volunteers, and other employees if necessary, will be paid in accordance with Article 18.04 for the hours worked on the call-back and will not be paid in accordance with this Appendix.

This Appendix has no impact on the Employer's current practice in using Call-Out lists and that practice will continue to operate as it always has.

**Signed electronically by the parties.**

**For the Union**

*Aaron Hoffer*

Aaron Hoffer (2026-02-02 14:05:12 EST)

*Khalida Badran*

Khalida Badran (2026-02-02 14:32:34 EST)

*Rick Dodd*

Rick Dodd (2026-02-12 11:58:44 EST)

*Amanda Johnson*

Amanda Johnson (2026-02-02 15:56:59 EST)

*Alyssa Peyton*

Alyssa Peyton (2026-02-10 13:33:05 EST)

**For the Employer**

*Tafari Thompson*

*Christa McIntosh*

Christa McIntosh (2026-02-12 11:49:51 EST)

*Papa Ladjiké Diouf*

Papa Ladjiké Diouf (2026-02-13 10:17:44 EST)

*Lynda DaCosta*

Lynda DaCosta (2026-02-03 07:20:29 EST)

**LETTER OF UNDERSTANDING**

**between**

**OTTAWA SALUS CORPORATION**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3942**

**RE: TEMPORARY POSITIONS**

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**Definition**

A temporary position is a position which is not permanent, but rather temporary in nature and has a fixed commencement date and a fixed termination date and of a duration of no longer than twenty-four (24) months, hereinafter referred to as a “Temporary Position”. The duration of any Temporary Position shall be subject to one extension not to exceed six (6) months where the Union and the Employer have so agreed.

Temporary Positions are intended to cover off pregnancy/parental leaves, WSIB leaves, extended sick leaves, and other similar circumstances.

**Short-Term Temporary Positions**

A Temporary Position which is initially intended to last for a period of three (3) months or less shall be staffed by the Employer at its discretion. Article 23.03 shall apply in these circumstances.

**Long-Term Temporary Positions**

A Temporary Position which is initially intended to last for a period of more than three (3) months or which has, in fact, lasted more than three (3) months must be posted and Article 15 of the Collective Agreement shall be followed with the necessary modifications:

- a) Article 15.05 (formerly 15.06) regarding Trial Periods which is modified as follows:

Following a posting, the successful applicant who is a current employee of the Employer shall be allowed a trial period of up to three (3) months during which the Employer will determine if the employee can satisfactorily perform the job. Conditional on satisfactory service, the employee shall continue in the Temporary Position after successful completion of the trial period. Within this period, the

employee may be returned to their former position or status by the Employer if they prove unsatisfactory or may voluntarily return to the position they formerly occupied, without loss of seniority and at the wage rate of their former position. Any other employee promoted or transferred as a result of the trial period appointment shall also be returned to their former position without loss of seniority and at the wage rate of their former position. The Trial period may be extended by mutual agreement between the parties.

- b) In addition to the information required in the posting as set out in Article 15.02, postings for Temporary Positions will include the commencement date and a termination date of the Temporary Position (“Term”).
- c) Article 15.07 will be followed for any new employee in a Temporary Position.

The Employer shall determine the Term of each Temporary Position at its discretion. Should it be required that the Term be amended, the Employer shall provide notice to the Union and the affected Employee. Permanent employees in Temporary Positions shall be returned to their substantive positions at the end of the Term or amended Term.

In the event that the Employer shortens the Term and terminates the Temporary Position prior to the original termination date, a newly hired employee will receive two (2) weeks of notice of termination of their employment or pay in lieu thereof.

Current employees in full-time Long Term Temporary Positions that have been employed for three (3) months in a full-time position and subject to the terms of the group benefits plan, will be enrolled in the Basic Life, Health and Dental benefits portions of the group benefits plan only. Otherwise, current employees in Temporary Positions retain their own status and benefits during the Term.

Employees whether new or current, who have competed for the temporary position will receive the pay rate associated with that Temporary Position save and except that when a current employee is in a Temporary Position and it pays a lower rate than the employee’s current rate. In that case, the employee’s current rate shall be protected for the first 6 months, after which the employee will be placed on the wage grid for the temporary position and shall be paid the rate in the lower salary scale which is closest to, but not more than, their current rate.

Article 14.01(e) in the Collective Agreement will continue to apply.

The parties shall meet prior to the end of the Term of this Collective Agreement to review the results of the implementation of this Letter of Understanding with the view to the parties considering moving the terms of this Letter of Understanding, with or without amendment, into the Collective Agreement in the next round of bargaining.

**Signed electronically by the parties.**

**For the Union**

*Aaron Hoffer*

Aaron Hoffer (2026-02-02 14:05:12 EST)

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*Khalida Badran*

Khalida Badran (2026-02-02 14:32:34 EST)

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*Rick Dodd*

Rick Dodd (2026-02-12 11:58:44 EST)

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*Amanda Johnson*

Amanda Johnson (2026-02-02 15:56:59 EST)

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*Alyssa Peyton*

Alyssa Peyton (2026-02-10 13:33:05 EST)

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**For the Employer**

*Tafari Thompson*

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*Christa McIntosh*

Christa McIntosh (2026-02-12 11:49:51 EST)

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*Papa Ladjiké Diouf*


Papa Ladjiké Diouf (2026-02-13 10:17:44 EST)

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*Lynda DaCosta*

Lynda DaCosta (2026-02-03 07:20:29 EST)

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**LETTER OF UNDERSTANDING**

**between**

**OTTAWA SALUS CORPORATION**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3942**

**RE: BULK SHIFTS**

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The parties agree that the Employer's current policy and practice for bulk shifts call outs, as set out in the Employer's Policy for Part Time/Relief Staffing, shall continue for the term of the current Collective Agreement.

**Signed electronically by the parties.**

**For the Union**

*Aaron Hoffer*

Aaron Hoffer (2026-02-02 14:05:12 EST)

*Khalida Badran*

Khalida Badran (2026-02-02 14:32:34 EST)

*Rick Dodd*

Rick Dodd (2026-02-12 11:58:44 EST)

*Amanda Johnson*

Amanda Johnson (2026-02-02 15:56:59 EST)

*Alyssa Peyton*

Alyssa Peyton (2026-02-10 13:33:05 EST)

**For the Employer**

*Tafara Thompson*

*Christa McIntosh*

Christa McIntosh (2026-02-12 11:49:51 EST)

*Papa Ladjiké Diouf*

Papa Ladjiké Diouf (2026-02-13 10:17:44 EST)

*Lynda DaCosta*

Lynda DaCosta (2026-02-03 07:20:29 EST)

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**LETTER OF UNDERSTANDING**

**between**

**OTTAWA SALUS CORPORATION**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCA 3942**

**RE: STD AND LTD AS AGENDA ITEMS**

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The parties acknowledge that applying for Short Term and Long Term Disability benefits can be stressful to employees. The Employer shall designate one manager to act as the single point of contact for employees who will be tasked with assisting employees with the administrative process.

**Signed electronically by the parties.**

**For the Union**

*Aaron Hoffer*

Aaron Hoffer (2026-02-02 14:05:12 EST)

*Khalida Badran*

Khalida Badran (2026-02-02 14:32:34 EST)

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Christa McIntosh (2026-02-12 11:49:51 EST)

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**LETTER OF UNDERSTANDING**

**between**

**OTTAWA SALUS CORPORATION**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCA 3942**

**RE: POSTINGS WHILE ON LEAVE**

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Employees on a leave (e.g.: short term disability, long-term disability) who want to receive job posting notices while on leave shall advise Human Resources and provide a personal email address for such distribution.

**Signed electronically by the parties.**

**For the Union**

*Aaron Hoffer*

Aaron Hoffer (2026-02-02 14:05:12 EST)

*Khalida Badran*

Khalida Badran (2026-02-02 14:32:34 EST)

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**LETTER OF UNDERSTANDING**

**Between**

**OTTAWA SALUS CORPORATION**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3942**

**RE: SOCIAL CLUB FUND (APPLICABLE TO FULL-TIME EMPLOYEES)**

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1. The Parties recognize that full-time employees are required to pay \$54.00 dollars per year towards the Social Club Fund by way of \$2.00 contributions per pay period, which is deducted from their pay.
2. The Parties agree that from the Date of Ratification to March 31, 2027, the Employer will split the cost of the employee contribution to the Social Club Fund (i.e., \$1.00 per pay period).
3. The parties agree that this Letter of Understanding forms part of the Collective Agreement but is not subject to renewal following its expiry.

**Signed electronically by the parties.**

**For the Union**

*Aaron Hoffer*

Aaron Hoffer (2026-02-02 14:05:12 EST)

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*Khalida Badran*

Khalida Badran (2026-02-02 14:32:34 EST)

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**LETTER OF UNDERSTANDING**

**between**

**OTTAWA SALUS CORPORATION**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3942**

**RE: WORTH FIGHTING FOR CAMPAIGN**

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1. The Parties recognize that the membership of CUPE Local 3942 have signed on to “Worth Fighting For”, a campaign supporting agencies across Ontario that have been impacted by Bill 124 “Protecting a Sustainable Public Sector for Future Generations Act, 2019”.
2. The Parties agree that should Ottawa Salus Corporation receive funding from the provincial government specifically designated as a remedy for the imposition of Bill 124 and/or in response to the “Worth Fighting For” campaign, the Employer will consult with the Union regarding the allocation and distribution of such funds.
3. The Parties will make best efforts to reach a mutually satisfactory arrangement on the allocation and distribution of funding, with priority being given to wage increases for Salus employees. However, ultimately the Employer retains the authority to make operational and financial decisions with respect to how such funding is managed.
4. In the event that the Employer is required by legislation, regulation, or other government mandate to implement wage increases (including any retroactive adjustments), such increases will be applied in a manner that ensures there is no duplication or compounding of increases already provided under the Collective Agreement. Without limiting the generality of the foregoing, where a retroactive increase applies to a period for which the Parties have already negotiated wage increases, the amount of the retroactive increase will be reduced by the value of the negotiated increase(s) for the applicable period(s).
5. The Parties understand that the foregoing is subject to any conditions or limitations imposed on such funding by the government, through legislation or otherwise.
6. The Union agrees not to file any further grievances regarding Bill 124 or the Worth Fighting For campaign. This Letter of Understanding will be used as a full defense to any such grievance.

7. The Parties agree that this Letter of Understanding forms part of the Collective Agreement but is not subject to renewal following its expiry.

**Signed electronically by the parties.**

**For the Union**

*Aaron Hoffer*

Aaron Hoffer (2026-02-02 14:05:12 EST)

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*Khalida Badran*

Khalida Badran (2026-02-02 14:32:34 EST)

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