



**COLLECTIVE AGREEMENT**

**between**

**OTTAWA FERTILITY CLINIC**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 4000-09**

**January 1<sup>st</sup> 2021 to December 31<sup>st</sup> 2023**

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## **ARTICLE 1 – PURPOSE**

**1.1** The purpose of this Agreement is to maintain and improve the harmonious relations and settle conditions of employment between the Ottawa Fertility Centre (hereinafter referred to as the "Employer") and the Canadian Union of Public Employees Local 4000-09 (hereinafter referred to as the "Union");

**1.2** To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment;

### **1.3 Purposes**

To facilitate the long term sustainability of the clinic by fostering goals of quality, safety, efficiency, productivity, client service, employee engagement and continuous improvement

**1.4** To encourage efficiency in operation;

**1.5** To promote the morale, well-being and security of all the employees in the bargaining unit of the Union and;

**1.6** Both parties agree to act in a fair and reasonable manner.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**2.1** The Union recognizes that the management of the Centre and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline employees, provided, subject to Article 8.7, that a claim by a employee that he has been discharged or disciplined without just cause may become the subject of a grievance;

(c) determine, in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, scheduling of overtime, work assignments, methods of doing the work;

(d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;

(e) make and enforce and alter from time to time rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

## **ARTICLE 3 – DEFINITIONS**

- 3.1** A regular full-time employee is one who is regularly scheduled to work thirty-seven and one half (37.5) hours in a week.
- 3.2** A regular part-time employee is an employee who is regularly scheduled to work less than thirty-seven and one half (37.5) hours in a week and who is available for work on a regular predetermined basis. All part-time employees shall be assigned a full-time equivalent (FTE) point code.
- 3.3** All other employees shall be considered casual employees who shall be employed as a relief or on a replacement basis and is available for call-ins as circumstances demand. To Maintain Casual Status, Employees must provide the Employer two days per month where they are available to work.
- 3.4** A temporary employee may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

In circumstances where the leave consists of maternity and paternal leave extending beyond twelve (12) months the specific term may be extended up to but no longer than another twelve (12) months on mutual agreement of the Union, employee and Employer.

This clause will not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

- 3.5** All references to spouses in this Agreement shall include common-law and same sex partners,
- 3.6** In this Agreement, unless the context otherwise requires, the words importing a singular number or the feminine gender shall include the plural number or the masculine gender as the case may be and vice versa. For clarity, all pronouns are to be inclusive of all individuals.
- 3.7** "Day" as used in this Agreement shall mean a day other than Saturday, Sunday or a recognized holiday.

- 3.8** The Union recognizes the value of students gaining work experience. In this spirit, students shall be allowed to work for the Employer as bargaining unit members during school holidays or non-teaching periods or during work term or co-op assignments.
- (i) A student must be a bona fide student.
  - (ii) Students may be entitled to apply for job postings under Article 13. Upon being the successful candidate the probation period shall still apply as per Article 11.
  - (iii) For the purposes of this agreement, students will be considered temporary employees.
  - (iv) The Employer will pay summer students at the rate of \$16.00 for every regular hour worked for the duration of this contract.
  - (v) It's understood that the Employer may utilize unpaid students on work term assignment or co-op placements.
  - (vi) No Bargaining Unit Employee shall suffer a loss of regular hours, benefits or pay as a result of the use of the above noted students.
- 3.9** Director as used throughout this Agreement shall mean any of the Directors at the Centre.

## **ARTICLE 4 – RECOGNITION**

### **4.1 Bargaining Unit**

The Employer recognizes Canadian Union of Public Employees Local 4000 as the exclusive bargaining agent for all administrative employees employed by the Ottawa Fertility Centre save and except supervisors and persons above the rank of supervisor.

### **4.2 Representatives of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access, subject to management approval, to the Employer's premises in order to deal with any matters arising out of this collective agreement.

### **4.3 Steward Representatives**

The Union shall notify the Employer in writing of the names of the members of all committees and the names of all union Representatives including Stewards and Chief Stewards, along with unit or area representatives.

#### **4.4 No Other Agreements**

The Employer shall not propose and/or enter into any agreement with an Employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

#### **4.5 Work of the Bargaining Unit**

Persons employed by the Employer who are not covered by this Agreement, including Supervisors, shall not perform work which has been performed exclusively by bargaining unit employees, except in emergencies.

#### **4.6 Contracting-Out**

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

#### **4.7 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the *Director of Operations* or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the of *Manager of Human Resources* of the Employer or his/her *designate*.

### **ARTICLE 5 – NO DISCRIMINATION**

**5.1** There shall be no discrimination by the Employer or the Union against any employees because of membership or non-membership in any lawful union.

(a) Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, sex, sexual orientation, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability", ref: Ontario Human Rights Code. Sec. 5(2).

(b) Where applicable the terms and conditions of the Ontario Human Rights Code will be observed.

(c) Every person has a right to be free from:

(i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

- (ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person", ref: Ontario Human Rights Code, Sec. 7 (3).
- (d) The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code.

## **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

**6.1** The Union agrees that during the life of this Agreement there shall be no strike, and the Employer agrees that there will be no lockout. The words "strike" and "lockout" shall have their respective meanings as set forth in the Labour Relations Act of Ontario as amended from time to time.

## **ARTICLE 7 – UNION SECURITY**

### **7.1 Union Security**

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **7.2 Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of the Canadian Union of Public Employees Local 4000, by no later than the 15th day of the month following, accompanied by an electronic list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month.

### **7.3 Notification to Union**

The Employer agrees to notify the Union, in writing, of any changes in employee status, including new hires, successful candidates and severance of employment. Notifications for any change as per Article 3.4 and extended leaves of absence exceeding thirty (30) days shall be made as the information becomes available.

### **7.4 New Employees**

The Employer agrees to have every new employee meet with a member of the local for one (1) hour during orientation, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this

Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview. The orientation will take place within one (1) month of the new Employee's hiring date. The Union shall notify the employer once the interview has been completed.

#### **7.5 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

### **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

**8.1** For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

**8.2** At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of his/her steward and/or designate. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

#### **8.3 Step 1:**

It is the mutual desire of the parties to address the complaints of employees as quickly as possible, and it is understood that an employee has no grievance until he/she has first given the Director or designate the opportunity of adjusting his/her complaint. Such complaint shall be provided in writing and shall be discussed with the Director or designate within seven (7) days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within seven (7) days of the discussion in the following manner and sequence:

#### **Step 2:**

Within seven (7) days following the decision in Step 1, the grievance may be submitted in writing to the Director or designate. A meeting with them will be held between the Director or designate and the Union within seven (7) days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a Staff Representative of the Union may be present, and the grievor may be present at the meeting. It is further understood that the Director or designate may have such counsel and assistance as may be desired at such meeting. The decision of the Employer shall be delivered in writing within seven (7) days following the date of such meeting. A copy of the second step grievance reply will be provided to the Staff Representative.

#### **8.5 Policy Grievance**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be

originated at Step 2 within ten (10) days following the circumstances giving rise to the complaint or grievance.

## **8.6 Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to the Director or designate within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

## **8.7 Discharge Grievance**

The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure.

The Employer agrees to provide written reasons with seven (7) days to the affected employee in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline an employee who has completed her or his probationary period, without just cause.

A claim by an employee who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step 2 within seven (7) days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

**8.8** Failing settlement under the foregoing procedure or any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. Where such written request is postmarked within eighteen (18) days after the decision under Step 2, it will be deemed to have been received within the time limits.

### **Single Arbitrator:**

- (a) Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- (b) The Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator.
- (c) The Arbitrator shall not have the authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof.
- (d) The decision of the Arbitrator appointed pursuant to this Article is final and binding on the Employer, the Association, and any employee affected thereby.
- (e) The time limits and other procedural requirements set out in Article 8 are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.
- (f) Whenever Arbitrator is referred to in this Agreement, the parties may mutually agree in writing to substitute an Arbitration Board for a single arbitrator at the time of reference to arbitration and the other provisions referring to Arbitrator shall appropriately apply.

**8.9** It is understood and agreed that the union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

#### **8.10 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

### **ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE**

#### **9.1 Adverse Report**

The Employer shall notify an employee of any expression of dissatisfaction concerning his/ her work within ten (10) working days of the event of the complaint. This notice shall

include particulars of the work performance, which led to such dissatisfaction. Where notification is such that corrective or disciplinary action is expected, the Employer will notify both the employee and the Union in writing within ten (10) days of the event. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to his/ her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/ her record.

## **9.2 Clearing the File**

The record of an employee shall not be used against him/ her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

## **9.3 Discipline Notices**

Whenever the Employer or a representative of the Employer deems it necessary to reprimand an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such reprimand to the Secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of her steward.

## **9.4 Discharge Procedure**

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

## **9.5 Unjust Suspension or Discharge**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

## **9.6 Designation of Supervisor**

Every employee shall be notified of his/ her immediate designated supervisor by means of an organizational chart to be posted.

## **9.7 Access to Personnel File**

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review his/ her personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

## **9.8 Right to have Steward Present**

An employee shall have the right to have his/ her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/ her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 10 – REPRESENTATIVES AND COMMITTEES**

**10.1** No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out:

- (a) The Union shall provide a list of the names of the Local Union Executive, committee members and representatives to the Director. This list will be revised within thirty (30) days when changes occur.
- (b) Employee representatives and members of committees must obtain permission from the Director before absenting themselves from their place of duty to engage in any activity relating to the affairs of the Union. Such permission shall not be unreasonably denied.
- (c) The Employer shall pay employee representatives and committee members their respective salaries for all regular time while attending mutually agreed upon meetings held between the parties during regular working hours.

**10.2** The Employer acknowledges the right of the Union to appoint or otherwise select the following:

- (a) one (1) member to serve on the grievance committee plus the grievor.
- (b) the Grievance Committee shall investigate and process all grievances.
- (c) two (2) members to serve on the workload committee.

- (d) up to two (2) members to serve on the Negotiating Committee. The Union shall notify the employer in writing the name of the negotiating team members before Management shall be required to recognize such employee in that capacity. The Union shall immediately inform the Employer in writing of any changes in the negotiating team.
- (e) The Negotiating Committee shall meet with the representatives of the Employer to negotiate the renewal of the Agreement between the parties.
- (f) Bargaining Unit members and representatives shall have access to the Employer's facilities to conduct Union-related matters including meetings. Requests must be made to the Director at least five (5) working days prior to the event. Such requests will not be unreasonably withheld.
- (g) The employer acknowledges that the employee representatives and committee members have regular duties to perform on behalf of the union. The employee representatives and committee members shall, with the consent of the supervisor, be permitted to leave her regular duties to perform legitimate duties as required. Such time away from work will be considered paid time. Such consent from the supervisor shall not be unreasonably withheld. Employee representatives and committee members shall ensure that the least amount of disruption to service provision as reasonably possible. In addition, employees appointed to the negotiating committee, who are required to be in attendance at negotiating sessions, shall be paid their regular hourly rate, shared equally between the Employer and the Union, for time spent up to their normal working hours and on normal work days, for each day spent at negotiations.

### **10.3 Occupational Health and Safety**

The Employer agrees to provide for a healthy and safe work environment for its employees by the terms and conditions of the Occupational Health and Safety Act as amended.

The parties agree to a Joint Health & Safety Committee composed of a minimum of one (1) and up to two (2) bargaining unit members.

### **10.4 Labour Management Committee**

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

#### **Function of Committee**

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.

- 2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.

### **Meetings of Committee**

The Committee shall meet quarterly (or more often as required) 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.

### **Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within fourteen (14) days following the meeting.

### **Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

## **10.5 Workload Committee**

The parties agree that patient care is enhanced if concerns relating to professional practice, fluctuating workloads and staffing are resolved in a timely and effective manner.

The workload committee consist of two representatives of the employer and two representatives of the union. Terms of reference shall be established jointly.

Employees are encouraged to raise their concerns with their Supervisor or Designate. Through discussion with the employee the Supervisor or Designate will complete a 'workload Review form' at Appendix "A" to be presented to the Workload committee. If the employee prefers, they can complete the form themselves and forward to the Supervisor or Designate.

In the event that the workload concern is not addressed to the employee's satisfaction

within 30 days of the meeting at which the concern is presented, the employee has the right to submit a grievance as outlined in the agreement.

## **10.6 Administrative Staff Meeting**

The Employer shall conduct quarterly meetings during normal working hours. Meetings will include two (2) administrative staff and two (2) department staff meetings per year.

The meetings may address the following general matters:

- 1) staff changes and introductions
- 2) recent updates to work procedures
- 3) updates on project work
- 4) staff input on potential improvements and
- 5) communications

## **10.7 Pay Equity/Internal Job Evaluation**

The parties agree the formation of a Joint Pay Equity/Internal Job Evaluation Committee, with equal representation from both parties. It is agreed that either party may utilize resources from outside The Ottawa Fertility Clinic to assist in the work of the Committee, which shall not reduce the number of representatives permitted.

The Terms of Reference, as amended, for the Joint Pay Equity/Job Evaluation shall be attached to the Collective Agreement as an Appendix.

Time spent participating in the Pay Equity/Internal Job Evaluation processes shall be considered time worked, at the appropriate rate of pay and in accordance with the Terms of Reference as amended.

## **ARTICLE 11 – SENIORITY AND SERVICE**

### **11.1 Probationary Period**

A new employee will be considered on probation until she has completed four hundred and fifty (450) hours of work within any twelve (12) calendar months. Upon completion of the probationary period she shall be credited with seniority equal to the hours worked.

With the written consent of the Employer, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

## **11.2 Seniority Lists**

Seniority lists of employees covered by this Agreement shall be posted by the Employer as of January 15 and July 15 of each year. A copy of the Seniority list shall be provided to the Union. The list shall include all part-time employees full-time equivalent (FTE) point codes.

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. Employees shall have their service expressed based on numbers of hours worked in the bargaining unit where 1,650 hours equals one (1) year of service. No employees shall accrue in excess of one (1) year entitlement in a year.

Seniority shall be used in determining preference or priority for vacations, promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

## **11.3 Loss of Seniority**

An employee's seniority and employment shall automatically terminate without further notice when she/ he:

- (a) Resigns in writing and does not withdraw by the end of the second working day;
- (b) is dismissed for just cause and is not re-instated in accordance with the provisions of this Collective Agreement;
- (c) has been laid off for twenty-four (24) months;
- (d) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (e) retires or;
- (f) is absent from work for four (4) consecutive days or without advising the Employer, except for reasons beyond the employee's control.

**11.4** If an employee's absence without pay from the Employer under Leaves of Absence exceeds thirty (30) continuous days she/ he will not accumulate seniority for any purposes under the Collective Agreement for the period of absence in excess of thirty (30) continuous days unless otherwise provided.

- 11.5** Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in sick leave or L.T.D benefits including the period of the disability leave covered by Employment Insurance.
- 11.6** Seniority for part-time employees shall accrue for absences due to a disability resulting in sick leave or LT.D. benefits, or illness or injury in excess of thirty (30) days. The rate of accumulation will be based on the employee's average weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, or illness that exceeds thirty (30) consecutive days.
- 11.7** Notwithstanding this provision, seniority and service will accrue and the Employer will continue to pay their portion of the premiums for pension and benefit plans for employees provided the employee elects to continue them while on pregnancy leave under Article 14 and while on parental leave under Article 14.

**11.8 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without her written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of her or her return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

**ARTICLE 12 – LAY-OFF AND RECALL**

**12.1 Lay-off Procedure**

Both parties recognize that job security should increase in proportion to length of service and that it is the responsibility of management to maintain effective operations. Therefore, in the event that a reduction of the working force is required, seniority shall be the determining factor provided the employee remaining has the qualifications, skills and ability to perform the work. Subject to the foregoing, employees shall be laid off in the reverse order of their seniority and employees shall be recalled in order of their seniority. No new employees will be hired until those laid off have been given an opportunity to return to work in accordance with the above criteria.

- 12.2** Lay-offs under the provisions of this Collective Agreement shall include the reduction of weekly hours of any full-time employee or the elimination of the position for any part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of his/ her duties being assigned to one or more part-time employees.

All cases of work shortages, layoffs or decreases in the work force affecting the bargaining unit will be discussed with the Union prior to their implementation. Discussions shall include the reasons causing the lay-off, the service the Employer will undertake after the lay-off, and the method of implementation, including areas of cutback and the employees to be laid off.

Reasonable efforts will be made to find work, on a seniority basis, for any affected employees wishing to work. Employees affected by the slowdown shall be permitted to take lieu time, vacation or time without pay.

### **12.3 Notice and Redeployment Committee**

In the event of a proposed layoff at the Centre of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall provide the Union and the affected employee with no less than two (2) months' written notice of the proposed layoff or elimination of position.

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

### **12.4 A full-time employee who is subject to layoff shall have the right to:**

- (i) accept layoff; or
- (ii) elect to transfer to a vacant position in the Bargaining Unit provided she/ he has the qualifications, skills and ability to perform the normal duties of the job with reasonable orientation and training; or
- (iii) bump a less senior employee in the same or lower paid classification, if any, provided the employee has the qualifications, skills and ability to perform the normal duties of the job without training other than orientation.

A part-time employee shall only bump a part-time employee with less seniority provided the employee has the qualifications, skills and ability to perform the normal duties of the job without training other than orientation.

### **12.5 The decision of the employee to accept the lay-off or to bump, as set forth in Article 12.4 above, shall be given in writing within seven (7) working days following notification of lay-off. Employees failing to do so shall be deemed to have accepted the lay-off. An employee subject to lay-off who declines a bump into a position for which she/ he possess the requisite greater seniority, qualifications, skills and ability shall be deemed to have accepted the lay-off.**

### **12.6 Obligation to Respond to Notice of Recall**

Recall notice will be sent by registered mail to the employee's last place of residence recorded with the Employer.

## **12.7 Termination Notice/ Pay**

Notice of termination or pay in lieu will be calculated in accordance with the Employment Standards Act

## **12.8 Benefits during Lay-off**

In the event of a lay-off of a full-time employee the Employer and Employee shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

An employee who is laid off may choose to continue their benefit coverage, beyond three (3) months after layoff, for the duration of their recall period from the date of lay off provided that the employee pays the full premium costs of the Health and Dental benefit plan in a manner agreed upon with the Employer.

## **12.9 Recall Duration**

The recall period shall be twenty-four (24) months.

# **ARTICLE 13 –JOB POSTINGS/ VACANCY**

## **13.1 Job Postings**

- (a) The Employer agrees that it shall post permanent vacant positions within five (5) calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 12.3 of its intention to eliminate the position.
- (b) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of ten (10) consecutive calendar days. Applications for such vacancy shall be made in writing within the ten (10) day period referred to herein.
- (c) The postings shall stipulate the qualifications, classifications, rate of pay, regular hours of work, full-time equivalent (FTE) point code and a copy shall be provided to the Union.
- (d) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- (e) In the selection for the vacancy, the following factors seniority, skills, ability, relative experience and performance shall be considered.
- (f) Where the qualifications of skills, ability, relative experience and performance are

relatively equal, seniority shall govern. However, if senior applicants are refused a position, they will be given the reason for such refusal in writing and if unsatisfactory a grievance may be filed.

- (g) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days with a copy to the Union.

### **13.2 Temporary Vacancies**

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union.

### **13.3 Temporary Job Postings**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall be subject to Article 3.4. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/ she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/ her part-time status during the limited full-time period. In the event that a full-time employee is the successful applicant, the said employee shall retain his/her full-time status during the limited period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/ her temporary position.

### **13.4 Successful Job Posting Applicant**

Appointments from within the bargaining unit shall be made within three (3) weeks of posting whenever possible.

### **13.5 Outside Advertising**

No outside candidates shall be considered for a position until present employees have had an opportunity to apply for the vacant position as provided in Article 13.01.

### **13.6 Trial Period**

The successful applicant shall be placed on trial for a period of forty-five (45) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period forty-five (45) days. The trial period may be extended with mutual agreement.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the position, at any point she shall be returned to her former position and salary without loss of seniority and wage or salary.

Any other employee promoted or transferred because of the rearrangement of positions at any point shall also be returned to her former position and salary without loss of seniority and wage or salary.

Any unsuccessful applicants for the original posting will then be considered in accordance with Article 13.1. If there are no unsuccessful applicants then the position would be reposted.

### **13.7 Postings while on Vacation or Leave**

When an employee will be absent on vacation, and/ or a leave of absence, the employee may advise her manager, in writing, and no more than seven (7) days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

### **13.8 New Classification**

When a new classification (which is covered by the terms of this collective agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same.

If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made in writing within seven (7) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. Such request will be made "in writing" within seven "7" days.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within twenty (20) days of the meeting.

Any decision by an Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

## **ARTICLE 14 – LEAVE OF ABSENCE**

### **14.1 Leave of Absence Without Pay**

For general leaves of absence, the Employer may grant leave of absence without pay, up to a maximum of twelve (12) months, if an employee requests such a leave in writing, a minimum of, twelve (12) weeks in advance. In addition, the employee must advise the Employer of with their intended return to work date twelve (12) weeks in advance.

The employee shall maintain accrual of seniority for the first thirty (30) days of this leave. Such leave must not be unreasonably denied.

The total combined amount of Extended Maternity/Parental Leave shall not exceed twenty (24) months. This provision shall be applied so as not to conflict with the Ontario Human Rights Code.

### **14.2 Bereavement Leave**

Bereavement leave will be granted without loss of pay to all employees up to a maximum of four (4) working days per occurrence in the event of a death in the immediate family. Immediate family shall be defined as parents, grandparents, spouse/same sex partner, siblings, children, grandchildren and immediate family of spouse/same sex partner as defined above.

An employee shall be granted one (1) days of bereavement leave without loss of pay to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece, nephew, any other second degree relative, former or legal guardian.

Where the burial occurs at a locale in excess of 400 kilometers, such leave shall include reasonable travelling time, the latter not to exceed two (2) days with pay. Additional days without pay may be granted.

An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation or paid sick leave. In such cases, the employee will not be deducted vacation or sick leave credits for the period of bereavement leave.

Notwithstanding the above, individuals will be granted flexibility to bereavement leave entitlement, in order to accommodate religious and cultural diversity.

### 14.3 Pregnancy Leave

The employer will top up the members on Pregnancy Leave or parental leave to Seventy percent (70%) up to a total maximum of (17) seventeen weeks. If the member combines the leaves (Pregnancy and Parental) the total weeks combined permitted is (17) seventeen weeks.

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. An employee who is eligible for a pregnancy leave may extend the leave for a period of up to eighteen (18) months' duration, inclusive of any parental leave.
- (b) The employee shall give written notification at least two (2) weeks in advance and where possible will give two (2) months' notice, of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Centre at least four (4) weeks in advance thereof.
- (d) The Centre will post such temporary vacancies as a Maternity Leave of Absence (MLOA) replacement.
- (e) During the pregnancy leave, credit for seniority and credit for service for the purposes of salary increment and vacation shall continue for a period of up to seventeen (17) weeks. In addition, the employer shall continue to pay its share of the benefits, including employer pension contributions, provided under the collective agreement during the period of pregnancy leave to a maximum of seventeen (17) weeks, provided the employee pays her share.

For part-time employees, seniority and service accumulation for the purpose of salary increment and proration shall be based on an average hours worked by the employee of in the previous six (6) months. In addition, the employer shall pay employer pension contributions, provided under the collective agreement during the period of pregnancy leave to a maximum of seventeen (17) weeks for participating part-time employees.

- (f) In the event of an increment or general wage increase - retroactive or otherwise - falling due during the period of the pregnancy leave, the employee's rate of pay and vacation pay shall be recalculated and adjusted accordingly effective the date of increase.
- (g) When the leave ends, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

### 14.4 Parental Leave

The employer will top up the members on Pregnancy Leave or parental leave to

Seventy percent (70%) up to a total maximum of (17) seventeen weeks. If the member combines the leaves (Pregnancy and Parental) the total weeks combined permitted is (17) seventeen weeks.

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act except where amended in this provision.
- (b) Parental Leave may begin as late as seventy-eight (78) weeks after the child is born or first comes into the employee's custody, care and control. Parental Leave lasts up to sixty-one (61) weeks for employees who take pregnancy leave, and sixty-three (63) weeks for those who do not.
- (c) A "parent" includes:
  - a birth parent;
  - an adoptive parent (whether or not the adoption has been legally finalized);  
or
  - a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own. This includes same-sex couples.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Centre, in a permanent position, the employee shall be credited with seniority from date of hire subject to successfully completing her or his probationary period. The employee shall be credited with days worked towards the probationary period.

The Centre will outline on posting to fill such temporary vacancies that it is a Parental Leave of Absence replacement.

- (e) During the parental leave, credit for seniority and credit for service for the purposes of salary increment and vacation shall continue for a period of up to sixty-three (63) weeks. In addition, the employer shall continue to pay its share of the benefits including employer pension contributions provided under the collective agreement during the period of parental leave to a maximum of sixty-three (63) weeks, provided the employee pays her/ his share.

For part-time employees, seniority and service accumulation for the purpose of salary increment and proration shall be based on an average hours worked by the employee of in the previous six (6) months. In addition, the employer shall pay employer pension contributions provided under the collective agreement during the period of parental leave to a maximum of ten (10) weeks for participating part-time employees.

- (f) In the event of an increment or general wage increase - retroactive or otherwise - falling due during the period of the parental leave, the employee's rate of pay

and vacation pay shall be recalculated and adjusted accordingly effective the date of increase.

- (g) When the leave ends, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

#### **14.5 Family Medical Leave**

- (a) Family Medical Leave will be granted in accordance with the Employment Standards Act for up to twenty-eight weeks. As per Employment Standards Act, Family Medical Leave is an unpaid leave from work. This leave is in addition to all other existing leave provisions in the Collective Agreement.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including RPP contributions, in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's increment level on the pay grid which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### **14.6 Family Responsibility Leave**

Family Responsibility Leave will be up to three (3) unpaid days. This leave is in addition to all other existing leave provisions in the Collective Agreement. An employee who is on such Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including NHRIPP contributions, in which the employee is participating during the leave.

Subject to any changes in an employee's increment level on the pay grid which would have occurred had he or she not been on Family Responsibility Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### **14.7 Critical Illness Leave**

Now available for any prescribed family member, not just children. Leave entitlement is 37 weeks for minor children and 17 weeks for adults.

#### **14.8 Child Death Leave**

Entitlement of up to 104 weeks of unpaid leave for child death regardless of whether that death is crime-related.

#### **14.9 Crime-Related Child Disappearance Leave**

Entitlement has increased to a maximum of 104 weeks.

#### **14.10 Domestic Sexual Violence Leave**

Available to employees who have been employed by their employer for at least 13 consecutive weeks. Provides up to 10 days of leave to be taken as individual days, and up to 15 weeks to be taken as full weeks. The first (5) five days of leave must be paid.

#### **14.11 Union Leave**

Upon thirty (30) days' written notice where possible, the Employer agrees to grant leaves of absence to employees selected by the Union to attend to Union business, including conferences and conventions. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer in the amount of the daily rate of the employee and the Union agrees to reimburse the Employer for such leave.

#### **14.12 Witness and Jury Duty**

The Employer agrees to pay full salary for up to three (3) days for scheduled work days missed during the following leaves, provided that the employee forwards any money paid, on the above days only, for witness or jury duty to the Centre after having deducted his or her expenses;

- (a) An employee who is subpoenaed as a witness;
- (b) An employee who is subpoenaed for Jury Duty. An employee will be granted leave for such time as necessary for jury duty.

The Employer agrees to pay full salary in the event an employee is subpoenaed as a witness or is required to attend Jury Duty concerning a case that is related to the Employer.

#### **14.13 Professional Development/Education Leave**

Continuous professional development is an important part of ongoing quality improvement at the Ottawa Fertility Centre. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs, short-term continuing education activities, in-house education and training, certification programs, and attendance or participation in relevant conferences. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development.

The Employer agrees to continue the practice of investing in education, training and attendance at conferences at their discretion.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses including wages and benefits.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Employer.

Upon three (3) months' written notice the Employer agrees to grant leaves of absence without pay to employees for a one (1) year period of sabbatical leave provided that an employee has four (4) years of continuous service to the Employer. During such leaves, seniority will not accrue, but the employee will retain service and seniority for all purposes upon her return. Such leave will be granted at the discretion of the Employer provided operationally feasible. Such leave shall not be unreasonably denied.

## **ARTICLE 15 – HOURS OF WORK AND OVERTIME**

### **15.1 Normal Hours of Work**

The normal hours of work for a full-time employee shall be seven and one-half (7-1/2) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break, thirty-seven (37.5) and half hours per week or seventy-five (75) hours per two week period. There will be two (2) fifteen (15) minute paid breaks each day. The breaks will be scheduled by mutual agreement between management and the employee.

### **15.2 Overtime**

The Employer agrees to grant overtime or lieu time off for all approved hours worked in excess of thirty-seven and one half (37 1/2 ) hours worked per week or seventy-five (75) hours bi-weekly period at time and one-half. The bi-weekly period shall be the pay period. Lieu/ compensation time should be taken within ninety (90) days following the period in which overtime was worked and in any event it must be taken before the end of the fiscal year with the advance approval by their immediate supervisor. An employee shall not carry more than thirty (30) hours at any given time. All overtime, must be approved by the Director or designate. Unless authorized by the employee, the Employer shall not use lieu time to cover authorized paid leaves of absence, including, but not limited to, sick leave. It is understood that overtime is strictly voluntary unless in the event of unforeseen emergencies.

### **15.3 Breaks**

The Employer will schedule one (1) fifteen (15) minute rest period for each full scheduled half (1/2) work day.

The meal period shall be uninterrupted and shall be scheduled approximately mid-work day, but shall be no later than five (5) hours from the commencement of the work

day. Should the employee's meal period be interrupted, she shall be paid overtime rates in accordance with Article 15.2.

## **ARTICLE 16 – PAID HOLIDAYS**

### **16.1 List of Holidays**

Employees within the scope of this Agreement shall be paid a normal day's pay at their regular rate for each of the following Paid Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Civic Holiday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Family Day

**16.2** When any of the above holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the holiday will be observed on the Friday preceding or the Monday following said holiday. The day will be designated by the Employer.

**16.3** In addition, there shall be two (2) floating holidays per year which will be designated by mutual agreement between the Employer and the employee, for all employees who have completed their probationary period.

This floating holiday must be taken in the year in which it is earned.

### **16.4 Holiday Qualifications**

Holiday pay will be computed in accordance with Employment Standards Act.

### **16.5 Payment for Holidays**

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to public holiday pay (calculated as per Article 16.3) or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within ninety (90) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

## **16.6 Holidays for Days 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, or by mutual agreement, a day's pay in lieu thereof. Payment for such a day shall be calculated as per the Employment Standards Act.

## **ARTICLE 17 – VACATION**

- 17.1** Employees accrue vacation leave from the commencement of employment at the Centre. For the purpose of calculating entitlement for vacation time and vacation pay, the vacation year shall be the fiscal year from January 1 through December 31.
- 17.2** Employees may carry over a maximum of five (5) vacation days to the end of the next fiscal year. These days must be used by the end of March. No other carry over may be permitted unless approved by the direct supervisor.

### **17.3 Vacation Scheduling**

- (a) When possible, the Employer shall accommodate the wishes of the employees with respect to the choice of vacation dates subject to the right of the Employer to operate the Centre in an efficient manner.
- (b) Preferences for vacation leave shall be given in order of seniority provided that requests are made in accordance with the following schedule:

October 31 for the schedule starting on January 1 - March 31;  
January 31 for the schedule starting on April 1 – June 30;  
April 30 for the schedule starting on July 1 - September 30;  
July 31 for the schedule starting on October 1 – December 31.

Request for vacation made shall be responded to with four (4) weeks of the requested date deadline. All requests made after the request date deadline shall be considered on a first come, first serve basis and approved in consideration of all workload factors regardless of seniority.

- (c) The schedule will be posted six (6) weeks prior to start of the new schedule.
- (d) Vacation requests must be submitted to the employee's direct supervisor in writing using the approved leave request form or electronic request.
- (e) Vacation dates not requested in accordance with the above shall be provided on a first come, first served basis.
- (f) Once granted, vacation days will not be changed without the mutual agreement of both parties. Vacation requests shall not be unreasonably denied subject to the maintenance of the Employer's services.

**17.4** Employees shall receive an annual vacation entitlement with pay in accordance with credited service on their anniversary date, prior to the commencement of the vacation year it is earned as follows:

Years of Service	Regular Full Time Vacation Entitlement	Temporary, Part-Time and Casual Employees
Less than 1 year of service	0.833 days per month	4%
1 year to 3 years of service	3 weeks	6%
4 years to 9 years of service	4 weeks	8%
10 years to 19 years of service	5 weeks	10%
Greater than 20 years of service	6 weeks	12%

**17.5** When an employee's employment is terminated for any reason, vacation entitlement is calculated on a pro rata basis.

**17.6 Vacation Interruption**

- a) Where an employee's scheduled vacation is interrupted due to illness, the period of such illness shall be considered sick leave, if sick leave credits are available. The employee shall provide a medical note for any day claimed as sick leave.
- b) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 14.02.
- c) The portion of the employee's vacation which is deemed to be sick leave or bereavement leave under the above provisions will not be counted against the employee's vacation credits.

**ARTICLE 18 – MISCELLANEOUS**

**18.1** The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

**18.2** A copy of this Agreement will be issued by the Employer to each employee. All costs involved in the preparation of the Agreement will be shared equally by the Union and the Employer.

**18.3** The Employer will notify the Union at least thirty (30) days in advance of any technological change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit.

All employees will be given an orientation period to become proficient with the new technology, to be arranged and paid for by the Employer.

**18.4** The Employer will ensure that there is a secure place for personal belongings. In the event of loss or theft the Employer is not responsible for replacement.

**18.5** A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Article 13.8.

**18.6** The Employer will endeavour to provide free parking for all employees.

## **ARTICLE 19 – SICK LEAVE**

### **19.1 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be 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 Workers' Compensation Act.

### **19.2 Amount of Sick Leave**

Employees shall be entitled to ten (10) sick leave days at their regular rate of pay.

For each absence from work for sick leave, a deduction on an hourly basis will be deducted from the employee's sick leave bank.

The unused portion of an employee's sick leave shall accrue from year to year to a maximum of eighty-five (85) days.

**19.3** When the paid absence allowance time is used up, time off is without remuneration, and the employee may be entitled to Employment Insurance sick benefit.

Employees will upon termination of employment be paid out 50 % of unused portion of his or her sick leave bank. By the employee request, monies may be deposited in the employee's RRSP provided they have room.

### **19.4 Personal/ Family Care Leave**

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care or family care. These credits may be used in hourly increments.

Permission will not be unreasonably withheld provided adequate notice is given in advance. Whenever possible, employees shall schedule appointments such that their time away from work causes the least amount of disruption possible.

### **19.5 Notification to Employer**

Sick leave for illness shall be granted without a doctor' note, on the oral statement of the employee to their Director or delegate. In the case of suspected abuse of sick leave, which shall not be unreasonable, the Employer may require a medical certificate for suspected incidents. Costs of certificate shall be the Employer's responsibility. In the event that an employee will be on sick leave for more than three (3) working days, the Employee shall notify her supervisor in order that the supervisor can address staffing needs.

### **19.6 Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at her regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

## **ARTICLE 20 – MODIFIED WORK AND OCCUPATIONAL HEALTH & SAFETY**

### **20.1 Modified Work**

An employee who is disabled and therefore unable to perform her regular duties shall be accommodated in accordance with the Ontario Human Rights Code.

**20.2** If an employee is off work due to a disability, the Employer shall notify the Union President.

### **20.3 Transfer of Pregnant Employees**

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions.

### **20.4 Health and Safety**

The parties agree that both employees and the employer have a joint responsibility for creating a safe workplace, as described in the Occupational Health and Safety Act, Ontario. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Employer will not await full scientific

certainty or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

## **20.5 Joint Health and Safety Committee**

Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) and up to two (2) representative(s) selected or appointed by the Union from amongst bargaining unit employees. The parties fully endorse the responsibilities of employer and employees under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.

The Employer agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Employer will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.

The Employer accepts that at least one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Employer.

The Employer agrees to provide the employee with a completed copy of the Employer provided Health & Safety incident report within three (3) days of an injury sustained at the workplace.

Meetings shall be held quarterly or more frequently at the call of the co-chairs, if required. The Joint Health and Safety Committee shall maintain minutes of all meetings and make the same available for review.

## **20.5 Personal Protective Equipment**

Where the Employer determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective

medications, such medications shall be provided at no cost to the employee.

The Employer will ensure that employees will have access to personal protective equipment when needed. As well, the Employer agrees to follow the Public Health guidelines.

## **20.6 Workplace Violence**

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the employer, employees and the Union. Employees should feel empowered to report incidents of disruptive behavior, without fear of retaliation. The parties are both committed to a harassment free environment and recognize issues in a timely and effective manner as set out below:

1. In dealing with workplace violence the Employer shall comply with Part III.0.1 of the Occupational Health and Safety Act (R.S.O. 1990, Chapter 0.1).
2. Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/ her employment. It includes the application of force, threats with or without weapons and verbal abuse. The Employer agrees that such incidents will not be condoned. Any employee who believes he/ she has been subject to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
3. The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
4. The Employer will report all incidents of violence to the Joint Health and Safety Committee for review.
5. The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
6. The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/ her work. Such information shall be submitted in writing to the Union as soon as possible.

## **ARTICLE 21 – HEALTH AND WELFARE BENEFITS**

- 21.1** All regular full-time employees and all regular part-time employees who regularly work a minimum of 18.75 hours per week are eligible for group benefits.

- 21.2** Group Benefits include health (e.g. vision, paramedical, and dental), drugs, accidental death and dismemberment, life insurance, and long term disability.

Paramedical benefit annual maximum \$750.  
Eyewear bi-annual benefit maximum \$400.

- 21.3** The Employer agrees to pay 80% of the premium for all eligible employees - as provided for by the current plan for health, dental, drug, accidental death and dismemberment and life insurance benefits. The employee pays 100% of the premium for long term disability. A description of these benefits can be found in the Benefits Handbook.

- 21.4** Part-time employees who do not meet eligibility criteria as set out in Article 21.1, and temporary/casual employees who have completed (3) consecutive months of employment shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Centre, as part of direct compensation or otherwise, including holiday pay, pension, sick leave benefits, and other benefits arising from employment, save and except salary, vacation pay, standby pay) an amount equal to 10% of his regular straight time hourly rate for all straight time hours paid.

When a regular part-time employee meets the eligibility requirements for participation in the pension plan as per the Pension Act and chooses to participate, 4% of the in lieu pay will be directed to the pension plan as part of the Employer's contribution to the pension plan.

- 21.5** The Employer will notify the Union of the name(s) of the carrier(s) which provide the benefit plan(s).

It is understood the Ottawa Fertility Clinic may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. The Ottawa Fertility Clinic shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Ottawa Fertility Clinic shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

## **ARTICLE 22 – NHRIPP PENSION PLAN**

### **22.1 NHRIPP PENSION PLAN**

#### **Nursing Homes and Related Industries Pension Plan**

Effective the first pay period immediately following June 8<sup>th</sup>, 2015 the following Article shall apply.

1. In this Article, the terms used shall have the meanings as described:

.01 "Plan" is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" is defined as the basic straight time wages for all hours worked, including:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay;
- (iv) paid sick leave;
- (v) bereavement leave;
- (vi) jury duty;
- (vii) negotiations and grievance meetings.

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

"Eligible Employee" is defined as full-time and part-time Employees in the bargaining unit who have completed four hundred and fifty (450) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan four percent (4%) of Applicable Wages to a fund of the employee's choice.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

.03 The Employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit of the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

(i) To be provided once only at Plan commencement:

- (a) Date of hire
- (b) Date of birth
- (c) Date of first contribution
- (d) Seniority list to include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

(ii) To be provided with each remittance:

- (a) Name
- (b) Social Insurance Number
- (c) Monthly Remittance
- (d) Pensionable earnings
- (e) Year to date contributions
- (f) Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To be provided once and if status changes:

- (a) Full address as provided to the Employer
- (b) Termination date where applicable (MM/DD/YY)
- (c) Gender
- (d) Marital Status

(iv) To be provided annually but no later than December 1<sup>st</sup>:

- (a) Current complete address listing

- (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- .06 The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take action as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions to the Plan or in making its own contributions, the Trustees may require the Employer to pay in addition to such contributions, interest on the overdue contributions and payment of liquidated damages. These payments may be required in recognition of administrative costs, inconvenience and loss of use of the contributions of the Plan arising from late contributions to the Plan.

## **ARTICLE 23 – EMPLOYEE GAIN SHARING PROGRAM**

### **Background**

The Ottawa Fertility Centre (OFC) is a private, for profit organization dedicated to delivering the highest standard of assisted reproductive care in Canada. The OFC operates in a competitive field, with over 20 independent fertility centres operating throughout Ontario and Quebec. Revenues are generated through a combination of private and publically funded services, with a majority of funds deriving from uninsured services. In an environment where operating costs are increasing, public funding is declining, and where patients are exposed to more choice, it is imperative that the OFC maintain its competitiveness without forfeiting on standards of quality, service and overall excellence.

In light of the background information provided above, both CUPE and Ottawa Fertility Centre (OFC) agree that building a high performance organization is important for the long term sustainability, competitiveness, and success of the Ottawa Fertility Centre. Further, both Parties acknowledge that employees, physicians, managers, and owners have a shared interest in the long term success of the clinic.

The Profit Sharing Plan was introduced to focus attention of all internal stakeholders – owners, management, employees, physicians, and unions – on the necessity of continuous improvement and for ongoing improvement in efficiency. The Program aligns the interests of all stakeholders through a profit sharing model whereby employees are given an opportunity to share in the financial benefits generated when the clinic meets financial objectives and whereby patients derive benefit from a best in class fertility treatment centre.

### **Program Details**

Employees can contribute to an improvement in performance in many ways. To keep employees focused on how to achieve gains in overall organization performance, the

following key performance dimensions will be tracked and reported to staff on a quarterly basis, as articulated in the Centre's Integrated Quality Management Plan and Balanced Scorecard.

- 1. Financial Performance:** Improvements in productivity are focused on efficient use of resources (human, financial, assets, etc.) that are required to deliver services to patients. Metrics on productivity, namely the center's operating margin, will be reported quarterly so employees can know if they are on target to meet gain sharing objectives. Employees can contribute to improved financial performance by working efficiently, producing quality and accurate work, through teamwork, and by identifying opportunities to improve processes.
- 2. Client Services:** High levels of client service attract patients and improve patient retention. Metrics on performance for each employee group will be posted on an annual basis or more frequently as required. Employee commitment to customer service can have a direct impact on the financial performance of the OFC.
- 3. Innovation and Learning:** While innovation and learning can positively affect all dimensions, quality and quality improvement are the main drivers for this dimension. Innovations make the OFC more efficient, improve quality, and ensure the centre is a leader not only in the provision of clinical services, but in the way those services are delivered. Quality metrics will be reported quarterly to staff and include quantitative as well as qualitative indicators: pregnancy rates, error rates, incident rates, innovations.
- 4. Organizations/Employee Wellness:** Having a healthy and motivated staff is a fundamental ingredient to the success of the organization. An employee satisfaction and wellness survey will be conducted annually and employees will be engaged to participate in improvement initiatives. The clinic does well when its employees have a high degree of satisfaction in the work place.

### **Program Design**

Employees will receive a payout equivalent to 30% of net profits earned in excess of \$500,000. \$500,000 is the amount identified by OFC needed for annual reinvestment in new technology, aging infrastructure and equipment, and growth initiatives. Profit is defined as net income before taxes, depreciation and amortization.

### **Payout Formula**

Profit available for payout = 30% of net income above \$500,000 (EBTDA)

Payout Percentage =

$$\frac{\text{Profit available for payout}}{\text{Base pay portion of total payroll for the reporting period}}$$

Employee portion of payout = (Percentage payout) x (base pay earned during reporting period)

**NB:** Any income reported in the Ottawa Fertility Centre financial statement that is not generated as a result of activities performed by staff of the Ottawa Fertility Centre shall not be included in the income calculated for purpose of the Profit Sharing program. This includes revenues generated from the wholesale of medications. Likewise, expenses incurred to generate such revenues will not be included in calculation of net income for

purposes of the Program.

## **Eligibility and Payout Rules**

Employees must have successfully completed their probationary period; the period during which an employee is on probation shall not be included in the payout calculation.

Any person who was actively employed during the reporting period is entitled to a payout. An employee who resigns prior to the year end, shall forfeit their claim to profit sharing.

## **Performance Review and Payout Schedule**

Employees will be eligible for annual financial reward in May each year. A final payout will occur in May each year based on the year-end financial statements, ending December 31). The following schedule will be followed:

**June:** Quarterly report to staff on performance of the first quarter (January 1st to March 31<sup>st</sup>)

**September:** Mid-year financial performance reported at an all staff meeting with 50% of the performance bonus earned for the period between January 1<sup>st</sup> and June 30<sup>th</sup> paid out on September 30<sup>th</sup>.

**December:** Quarterly report to staff on performance on the first three quarters (January 1<sup>st</sup> to September 30<sup>th</sup>)

**May:** Year-end financial performance reported at an all staff meeting. Funds will be distributed to employees based on year end performance. Funds distributed in September, if any, will be deducted from the final payout. Employees may elect to have funds deposited into company sponsored pension plans. Note: If the midyear payout exceeds what would be paid out based on annual performance, the overpayment will be applied to the following year.

## **Information Sharing**

Financial reports will be prepared and reviewed by an outside accounting firm selected by the Ottawa Fertility Centre. The accountants will report on the Profit Sharing program to verify that the payouts and financial performance are accurate and consistent with how the plan has been communicated to staff.

## **Future Changes to the Plan**

Both Parties agree to review the plan prior to the end of the current Collective Agreement to ensure that it is achieving its intended purpose. Should the plan be extended for subsequent years, the Employer may propose an option to use a 12 month rolling average to determine performance payouts and further may revise the program as required (including payout formulas) to ensure it is meeting stated objectives.

## **ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES**

### **24.1 Wage Rates are in Schedule A**

Increases on all wages of Schedule A are effective date as below:

January 1, 2021	0.5%
January 1, 2022	1.5%
January 1, 2023	1.5%

### **24.2 Retroactivity**

Increases to the salary schedule shall be retroactive to January 1<sup>st</sup> 2021. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer after January 1<sup>st</sup> 2021, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of the execution of this settlement. If the retro is not paid within forty-five (45) days then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

### **24.3 Pay Days**

The Employer agrees that wages will be paid bi-weekly on every second Thursday.

On each payday each employee shall be provided with an itemized statement of his/ her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next pay.

### **24.4 Weekend Premium**

Effective January 1, 2021, an employee shall be paid a weekend premium of two dollar and-ninety-five cents (\$2.95) per hour for each hour worked between 2400 hours

Friday to 2400 hours Sunday.

**24.5 Pay on Temporary Transfer, Lower Rated Job**

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

**24.6 Pay on Temporary Transfer, Higher Rated Job Inside Bargaining Unit**

When an employee temporarily relieves in or performs the principle duties of a higher paying position inside the bargaining unit, he/she shall receive the rate of pay of the job being performed in accordance to his/her seniority.

**24.7** Employees who temporarily or permanently transfer into a new job classification shall start at Step 1 in accordance to their pay band, unless this would result in a pay decrease, then the employee will start in the first step above their current pay rate. Temporary transfers will refer to an employee who is temporarily filling a position as per Article 3.4.

**ARTICLE 25 – DURATION**

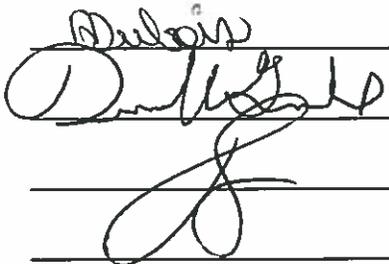
**25.1** This Agreement shall remain in force from January 1<sup>st</sup>, 2021 until December 31, 2023 and shall be automatically renewed from year to year thereafter unless either party gives the other party written notice of termination or desire to end the Agreement.

**25.2** Upon expiry of this agreement should either party to the agreement wish to seek amendments to or modifications to the agreement or to terminate the agreement and negotiate a new agreement, it shall give written notice to the other party within ninety (90) days prior to the termination date.

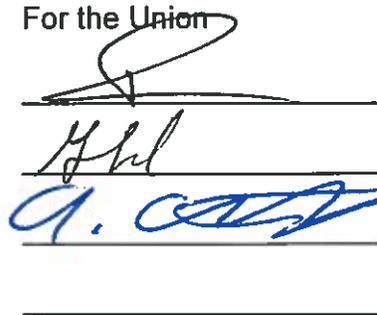
**25.3** Within thirty (30) days of the receipt of this notice, the parties shall meet for the purpose of considering the proposed amendments or terms of a new agreement.

Signed in Ottawa, Ontario, this 9 day of March, 2021.

For the Employer

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE "A" - APPENDIX "A"

Band	Classification		Step 1	Step 2	Step 3	Step 4	Step 5
1	Bookkeeper	Jan 01/2020	\$ 17.04	\$ 17.65	\$ 18.29	\$ 18.94	\$ 19.64
		Jan 01/2021	\$ 17.13	\$ 17.74	\$ 18.38	\$ 19.03	\$ 19.74
		Jan 01/2022	\$ 17.38	\$ 18.00	\$ 18.66	\$ 19.32	\$ 20.03
		Jan 01/2023	\$ 17.64	\$ 18.27	\$ 18.94	\$ 19.61	\$ 20.33
2		Jan 01/2020	\$ 18.43	\$ 19.10	\$ 19.80	\$ 20.52	\$ 21.26
		Jan 01/2021	\$ 18.52	\$ 19.20	\$ 19.90	\$ 20.62	\$ 21.37
		Jan 01/2022	\$ 18.80	\$ 19.48	\$ 20.20	\$ 20.93	\$ 21.69
		Jan 01/2023	\$ 19.08	\$ 19.78	\$ 20.50	\$ 21.25	\$ 22.01
3	Database Assistant, Medical Office Receptionist, Front office Receptionist, Booking Coordinator, Patient Account Administrator, Billing Assistant	Jan 01/2020	\$ 19.85	\$ 20.56	\$ 21.31	\$ 22.10	\$ 22.89
		Jan 01/2021	\$ 19.95	\$ 20.66	\$ 21.42	\$ 22.21	\$ 23.00
		Jan 01/2022	\$ 20.25	\$ 20.97	\$ 21.74	\$ 22.54	\$ 23.35
		Jan 01/2023	\$ 20.55	\$ 21.29	\$ 22.06	\$ 22.88	\$ 23.70
4	Client Services Representative, Medical Secretary	Jan 01/2020	\$ 21.27	\$ 22.04	\$ 22.85	\$ 23.67	\$ 24.52
		Jan 01/2021	\$ 21.38	\$ 22.15	\$ 22.96	\$ 23.79	\$ 24.64
		Jan 01/2022	\$ 21.70	\$ 22.48	\$ 23.31	\$ 24.15	\$ 25.01
		Jan 01/2023	\$ 22.02	\$ 22.82	\$ 23.66	\$ 24.51	\$ 25.39
5	ART Lab Administrator/ Accreditation/Clinical Care Administrator	Jan 01/2020	\$ 22.68	\$ 23.49	\$ 24.36	\$ 25.24	\$ 26.16
		Jan 01/2021	\$ 22.79	\$ 23.61	\$ 24.48	\$ 25.37	\$ 26.29
		Jan 01/2022	\$ 23.14	\$ 23.96	\$ 24.85	\$ 25.75	\$ 26.69
		Jan 01/2023	\$ 23.48	\$ 24.32	\$ 25.22	\$ 26.13	\$ 27.09
6	Receptionist Lead, Medical Secretary Lead	Jan 01/2020	\$ 24.10	\$ 24.97	\$ 25.88	\$ 26.81	\$ 27.79
		Jan 01/2021	\$ 24.22	\$ 25.09	\$ 26.01	\$ 26.94	\$ 27.93
		Jan 01/2022	\$ 24.58	\$ 25.47	\$ 26.40	\$ 27.35	\$ 28.35
		Jan 01/2023	\$ 24.95	\$ 25.85	\$ 26.80	\$ 27.76	\$ 28.77

**\*See Letter of Agreement #1**

:kd/cope 491  
February 19, 2021

APPENDIX B - JOB EVALUATION TERMS OF REFERENCE



**OTTAWA FERTILITY CENTRE**  
**CENTRE DE FERTILITÉ D'OTTAWA**

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

**JOB EVALUATION  
TERMS OF REFERENCE**

**Between**

**The Ottawa Fertility Centre**

**THE EMPLOYER**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its**

**LOCAL 4000-09**

**FEBRUARY 2016**

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**ARTICLE 1 – PURPOSE**

- 1.1 To carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 4000-9 and the Ottawa Fertility Centre.
- 1.2 To jointly implement a single gender-neutral job evaluation plan to achieve **Equal Pay for Work of Equal Value** for all jobs within CUPE Local 4000-09. The plan will include these four main factors:
- skill
  - effort
  - responsibility
  - working conditions
- 1.3 To remove the current inequities in the existing pay plans by ensuring all wage increases from **the initial 2016** Joint Gender-Neutral Job Evaluation Program will be effective December 1, 2015, or, for those jobs for which there is an outstanding classification grievance, the date the grievance was filed.
- 1.4 The money for this program will be paid by the employer over and above normal wage increases negotiated in collective bargaining and no employee will have their wages reduced, and shall continue to receive all negotiated increases.

**ARTICLE 2 – DEFINITIONS**

The following definitions are to apply to the terms used herein:

<b>Collective agreement</b>	The collective agreement currently in effect between the employer and CUPE Local 4000-09.
<b>Degree level</b>	The actual measurement level within each subfactor.
<b>Duty</b>	Is made up of a number of tasks.
<b>Factors</b>	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
<b>Gender-neutral</b>	Any practice or program which does not <u>discriminate between</u> men and women.
<b>Increment</b>	One of a series of fixed rates on a salary range.
<b>Incumbent</b>	An employee assigned to a job.
<b>Job</b>	Is made up of a collection of duties and responsibilities.

## *Job Evaluation Terms of Reference*

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<b>Job analysis</b>	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observation.
<b>Job analysis questionnaire</b>	The tool used to collect and record job data which forms part of the job related documents.
<b>Job description</b>	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
<b>Job evaluation</b>	A process which measures the value of jobs in relation to each other; this value is expressed in points.
<b>Job Evaluation Plan</b>	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.
<b>Job Evaluation Steering Committee (JESC)</b>	Job Evaluation Steering Committee (JESC) – The Committee responsible for attempting to resolve matters that are referred to it by the JJEC and for negotiating any financial matters arising from the Job Rating process.
<b>Joint job evaluation committee (JJEC)</b>	The committee composed of equal representatives from union and management responsible for the job evaluation program.
<b>New job</b>	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
<b>Pay grade</b>	A designated salary range within the salary schedule including increments, if any.
<b>Points</b>	The numerical expression assigned to each degree level within each subfactor.
<b>Position</b>	A position is a collection of duties and responsibilities assigned to one person.
<b>Rating</b>	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
<b>Rating sheet</b>	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
<b>Salary schedule</b>	A listing of job titles, point bandings and pay grades.

<b>Sore-thumbing</b>	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by subfactors or total points.
<b>Subfactors</b>	Subfactors are components of the four major factors.
<b>Task</b>	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
<b>Total points</b>	The sum of all points allocated to each job for all subfactors determined in accordance with the job evaluation plan.

**ARTICLE 3 – THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)**

- 3.1 The J.J.E.C. shall have equal representation and participation from the parties, consisting of 2 representatives from the employer and 2 representatives from the local union.
- 3.2 The employer and the union shall each designate one of its representatives to act as co-chairperson. The co-chairpersons are responsible for:
  - a) The chairing of committee meetings;
  - b) The scheduling of regular committee meetings which includes notification of appropriate supervisors for committee members' attendance;
  - c) Establishing the priority of matters to be acted upon by the committee.
- 3.3 Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation unless such situation cannot reasonably be avoided.
- 3.4 Each party may appoint an alternate representative to serve as a replacement for an absent member. Alternate members shall have the right to vote only when replacing a regular committee member who is absent or unable to attend due to conflict of interest. Alternate members are encouraged to attend all meetings.
- 3.5 The employer will provide administrative support services to the committee including the preparation and distribution of committee documents.
- 3.6 The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally

## ***Job Evaluation Terms of Reference***

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be entitled, including any increase that may occur as a result of an evaluation of their present position.

- 3.7 Routine business decisions of the committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7.
- 3.8 The committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's co-chairperson.
- 3.9 Either party to the agreement may engage advisors to assist its representatives on the J.J.E.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the committee.

### **ARTICLE 4 – MANDATE OF THE J.J.E.C.**

- 4.1 The J.J.E.C. shall implement and maintain the CUPE Gender-Neutral Job Evaluation Program by:
  - a) Evaluating all the jobs using the job evaluation plan;
  - b) Maintaining the integrity of the program;
  - c) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.
  - d) Recording the results and rationale on the rating sheet and complete the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the J.J.E.C., co-chairs, incumbent(s), supervisor and the union.

### **ARTICLE 5 – JOB ANALYSIS PROCEDURE FOR RATING JOBS**

- 5.1 The following general procedure shall be used to rate jobs:

#### **Step 1**

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the J.J.E.C. along with the copy of the current job description (if one exists).

**Step 2**

Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. Amendments may be made to the proposed job documents, as deemed necessary by the committee, from the response of the incumbent(s) and the supervisor.

**Step 3**

The job shall now be rated, based on the agreed-upon job description, in accordance with the job evaluation plan. The committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the workplace. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth.

**Step 4**

When the committee has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the Advice of Rating Form (Appendix A).

- 5.2 In the application of the job evaluation plan, the following general rules shall apply:
- a) It is the content of the job, and not the performance of the incumbent(s) that is being rated;
  - b) Jobs are evaluated without regard to existing wage rates;
  - c) Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition and the description of each degree level;
  - d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions, questionnaires and ratings of all other jobs rated under the plan;
  - e) No interpolation of subfactor degrees (i.e. mid-points) is permitted;

**ARTICLE 6 – MAINTAINING THE JOB EVALUATION PROGRAM**

- 6.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review all jobs within 4 years. When the parties agree that jobs need to be evaluated to meet the requirements of this Article, the date the decision is made is the effective date of any changes in pay.

**6.2 Job Evaluation Procedure for Changed Jobs**

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Reconsideration Form (Appendix B);
- b) Upon receipt of a completed Reconsideration Form, the J.J.E.C. shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date Job Analysis Questionnaire. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the workplace.
- c) The Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix A). The rating of the job shall determine the pay grade for the job.
- d) If the job evaluation for a changed job results in a change of pay, the effective date of the change in pay will be the date the job was submitted for review.

**6.3 Job Evaluation Procedure for New Jobs**

Whenever the employer wishes to establish a new job, the following procedures shall apply:

- a) The employer shall prepare a draft job description for the job;
- b) The J.J.E.C. shall meet and establish a temporary pay grade for the job, based on the draft job description;
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the J.J.E.C. The J.J.E.C. shall rate the job according to the procedure set out in Article 5;

- e) If the pay grade increases as a result of the six-month review, such increase shall be paid to each incumbent effective the date of appointment to the job. In the event that the pay grade of the job decreases as the result of this six-month re-examination of the job, the incumbent shall receive full salary protection for the duration of tenure in the job.

## **ARTICLE 7 –RECONSIDERATION PROCEDURE**

Within thirty (30) days of receipt of the Advice of Rating Form (Appendix A) in accordance with Articles 5.1, 6.2 and 6.3, the following procedure shall apply:

- a) The incumbent(s)/union and/or the supervisor/employer may request reconsideration of the job rating by completing and submitting a Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the rating of the job.
- b) The J.J.E.C. shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected.
- c) The committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).

## **ARTICLE 8 – THE JOB EVALUATION STEERING COMMITTEE (JESC)**

8.1 The mandate of the JESC is:

- a) To discuss and try to resolve concerns regarding the initial job evaluation process and any subsequent maintenance exercises;
- b) To attempt to achieve consensus for rating(s) that have been submitted by the JJEC when members of the JJEC are not able to agree on a rating(s);
- c) To negotiate the financial implications of the job evaluation exercise.

8.2 Composition and Voting:

- a) Each party can have a maximum of 4 representatives on this committee;
- b) For consistency purposes, at least one member from each party will also serve on the JJEC;
- c) The employer and the union will each designate one of their representatives to act as co-chairs;
- d) Routine JESC decisions shall be made by simple majority (50%+1);

## ***Job Evaluation Terms of Reference***

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- e) Consensus is required for all other decisions.

### **8.3 Responsibilities of the JESC Co-chairs:**

- a) Establish meeting schedule dates;
- b) Draft agenda items and seek input from members;
- c) Chair the meetings on an alternating basis;
- d) Establish priorities.

### **8.4 Frequency of Meetings and Manner of Call**

After the 2016 JE exercise is complete, the JESC will meet once per year in January and/or at the call of the co-chairs.

## **ARTICLE 9– SETTLEMENT OF DISAGREEMENTS**

- a) In the event that the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the co-chairpersons of the committee shall immediately request that the J.E.S.C. meet and attempt to resolve the matter in question.
- b) With reference to Article 9.1, the JESC shall meet within 15 (working days) from receipt of the request from the JJEC, and attempt to assist in reaching a decision.
- c) If the matter is still in dispute after the JESC has met, either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree on an arbitrator, either party may request the Minister of Labour to appoint an arbitrator.
- d) The arbitrator shall decide the matter upon which the parties have been unable to agree and his/her decision shall be final and binding on the JESC, the J.J.E.C., the employer, the union and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- e) The employer and the union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- f) The arbitrator's fees and expenses shall be borne equally between the parties.

- g) The time limits contained in this article may be extended by mutual agreement of the parties.

**ARTICLE 10 – APPLYING THE RATING TO THE SALARY RANGES**

10.1 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relationships between jobs are established;
- c) measure changes in job content;
- d) assign jobs to their proper pay grade in the salary schedule.

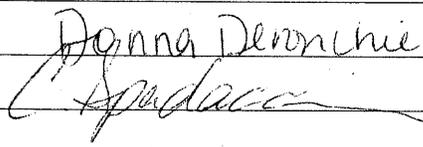
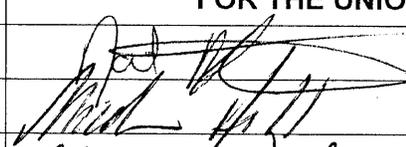
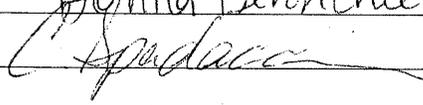
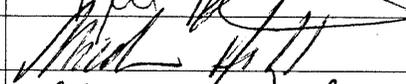
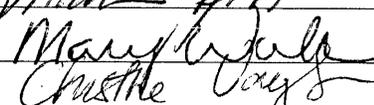
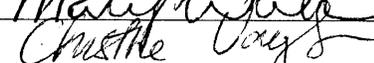
10.2 The total point allocation shall be used to determine the salary range for the jobs based upon the following template:

<u>Pay Grade</u>	<u>PointRange</u>	<u>Job Title</u>	<u>SalaryRange</u>
1	_____ - _____	_____	\$ _____ - _____
2	_____ - _____	_____	\$ _____ - _____
3	_____ - _____	_____	\$ _____ - _____

- 10.3 For the 2016 initial job evaluation exercise the effective date for any resulting changes in salary shall be December 1, 2015.
- 10.4 Article 10.3 shall apply save and except for those jobs where there are outstanding classification grievances pursuant to Article 13.8 of the Collective Agreement. The effective date for any changes in salary for jobs with outstanding classification grievances is the date the grievance was filed.
- 10.5 For all evaluations, if a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule. The incumbent(s) shall retain the same place on any increment grid.
- 10.6 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such job shall continue to receive all negotiated increases and shall continue to progress through any increments of the salary range to the job rate of the previous pay grade.
- 10.7 If a job is at the top of the existing salary range, then the incumbent(s) rate of pay shall be adjusted to the top of the newly assigned salary range provided the new range is higher than the existing range.

**Job Evaluation Terms of Reference**

- 10.8 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
- 10.9 All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

FOR THE EMPLOYER	FOR THE UNION
	
	
	
	
Date: Feb 18, 2016.	Date: FEB 18, 2016



**JOB EVALUATION  
ADVICE OF RATING FORM**

**Appendix A**

Incumbent's Name:	
Job Title:	Job #:
Department:	Location:

The following are the ratings that have been assigned to your job:

<b>SUBFACTOR</b>	<b>DEFINITION</b>	<b>RATING</b>
<b>KNOWLEDGE</b>	Measures the general knowledge and specialized or vocational training required using today's standards.	
<b>Rationale</b>		
<b>EXPERIENCE</b>	Measures the amount of experience (combination of previous and on the job) required to carry out the job duties.	
<b>Rationale</b>		
<b>JUDGEMENT</b>	Measures the judgement, choice of action and initiative required to carry out the job duties.	
<b>Rationale</b>		
<b>CONCENTRATION</b>	Measures the frequency and duration of mental, visual and audio concentration required to complete the job duties.	
<b>Rationale</b>		
<b>PHYSICAL EFFORT</b>	Measures the type and duration of physical activity required to carry out the job duties.	
<b>Rationale</b>		
<b>DEXTERITY</b>	Measures the movement/coordination required while considering speed to carry out the job duties.	
<b>Rationale</b>		

<b>ACCOUNTABILITY</b>	Measures the effect of actions on others and or the organization (loss of time and resources).	
<b>Rationale</b>		
<b>SAFETY OF OTHERS</b>	Measures the amount of care required to prevent injury or harm to others.	
<b>Rationale</b>		
<b>SUPERVISION OF OTHERS</b>	Measures the extent to which an employee is required to supervise the work of others.	
<b>Rationale</b>		
<b>CONTACTS</b>	Measures the nature and purpose of the contact necessary in communicating with others.	
<b>Rationale</b>		
<b>DISAGREEABLE WORKING CONDITIONS</b>	Measures the type and frequency of disagreeable conditions or hazards, under which the job duties are carried out.	
<b>Rationale</b>		

<b>Employer co-chairperson:</b>	<b>Union co-chairperson:</b>
<b>Date:</b>	<b>Date:</b>

**NOTE: If the incumbent(s)/union and/or the supervisor/employer disagree with the job description and/or the rating established for the job, you may request a reconsideration of the job description and/or rating by completing a Reconsideration Form (Appendix B) and submitting it to the Joint Job Evaluation Committee within sixty (60) days of receipt of this document. Reason for disagreeing with the job description and/or job rating must be included in the Reconsideration Form.**

**Joint Job Evaluation Committee/Human Resources to send copies to:**

Incumbent(s)       Supervisor       Union

Appendix B

**CUPE**

**JOB EVALUATION  
RECONSIDERATION FORM**

Incumbent's Name:

Job Title:

Job #:

Department:

Location:

REASON FOR REQUEST:

INSTRUCTIONS:

Creation of new job

Attach draft job description

Six-month review of new job

Attach completed job analysis questionnaire and draft job description

Change in job duties and/or responsibilities

Attach completed job analysis questionnaire and draft job description

Disagree with rating and/or job description

Explain rationale/reason for disagreement below

Other

Please specify and explain below

EXPLANATION OF REASON FOR RECONSIDERATION REQUEST:

REQUEST INITIATED BY:  Incumbent(s)  Supervisor  Employer  Union

Signature:

Date:

NOTE: Please send original to joint job evaluation committee via human resources. Human resources will forward copies to:

Incumbent(s)

Supervisor

Union

Appendix C

**CUPE**

**JOB EVALUATION  
REVIEW DECISION FORM**

Incumbent's Name:

Job Title:

Job #:

Department:

Location:

RATING RESULTS:     No Change         Change

COMMENTS:

Employer co-chairperson:

Union co-chairperson:

Date:

Date:

Joint Job Evaluation Committee/Human Resources to send copies to:

Incumbent(s)

Supervisor

Union

# APPENDIX C WORKLOAD REVIEW FORM

Collective Agreement between The Ottawa Fertility Clinic and CUPE and its Local 4000- 09

## APPENDIX C Workload Review Form

### WORKLOAD REVIEW FORM

#### SECTION 1: GENERAL INFORMATION

(Please

Print)

Name(s) of Employee(s) Reporting: \_\_\_\_\_

Employer: \_\_\_\_\_ Department: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_ Time: \_\_\_\_\_  7.5 Hr. Shift/  Ongoing/

Name of Supervisor: \_\_\_\_\_ Date/Time Submitted: \_\_\_\_\_

#### SECTION 2: DETAILS OF OCCURRENCE

Provide a *concise summary of the* occurrence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Job Classification: \_\_\_\_\_

#### SECTION 3: FACTORS CONTRIBUTING TO THE OCCURRENCE

Please check off the factor(s) you believe contributed to the workload issue, as applicable:

Change in patient acuity. Provide details:

Explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Increase workload, volume of work, added responsibilities
- Coverage for absent employees
- Last minute priority circumstances leading me to put my work aside:
- Emergency or non planned incident increasing my work temporarily
- Lack of equipment/malfunctioning equipment. Please specify:
- Other (Please specify):

**WORKLOAD REVIEW FORM**

**SECTION 4: REMEDY**

(A) Did you discuss their issue with your supervisor?  Yes  No

Provide Details: \_\_\_\_\_

Was it resolved?  Yes  No

(B) Failing resolution did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues?

Yes  No

Provide details : \_\_\_\_\_

Was it resolved?  Yes  No

(C) Did you discuss the issue with your manager (or designate) on her/his next working day?

Provide Details: \_\_\_\_\_

Was it resolved?  Yes  No

**SECTION 5: RECOMMENDATIONS**

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:

- In service
- Additional training
- Review Staffing/patient ratio
- Change unit/department
- Float/casual pool
- Review policies/procedures
- Change Start/Stop times of shift(s). Please specify
- Change work routine/quotas
- Adjust staffing
- Replace sick calls/vacations time

Equipment (Please specify): \_\_\_\_\_

Other: \_\_\_\_\_

**SECTION 6: MANAGEMENT COMMENTS**

(Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**WORKLOAD REVIEW FORM .....**

SECTION 7: EMPLOYEE SIGNATURES

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to the Workload Committee in accordance with the collective agreement.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_



LETTER OF AGREEMENT # 2

between

THE OTTAWA FERTILITY CENTRE (OFC)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4000-09

Whereas Ottawa Fertility Centre offers bilingual services requiring a bilingual Medical Secretary;

The parties agree that the Ottawa Fertility Centre is able to post and fill for the Bilingual Medical Secretary positions.

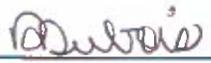
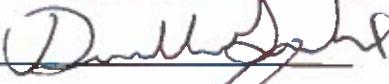
The pay rate for the bilingual Medical Secretary position shall be as follows:

Bilingual Medical Secretary						
Jan 01/2020	\$ 22.75	\$ 23.17	\$ 24.45	\$ 24.89	\$ 26.23	
Jan 01/2021	\$ 22.86	\$ 23.29	\$ 24.57	\$ 25.01	\$ 26.36	
Jan 01/2022	\$ 23.21	\$ 23.64	\$ 24.94	\$ 25.39	\$ 26.76	
Jan 01/2023	\$ 23.55	\$ 23.99	\$ 25.31	\$ 25.77	\$ 27.16	

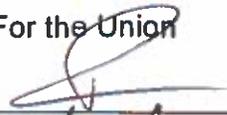
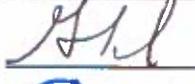
In the event it is determined the Medical Secretary positions warrant an increase in pay as a result of the Job Evaluation process, the rate of pay for the bilingual Medical Secretary Position shall be adjusted so as to maintain the current differential in terms of percentage.

Signed in Ottawa, Ontario, this 9 day of March, 2021.

For the Employer


For the Union


:kd/cope 497  
February 19, 2021

LETTER OF AGREEMENT # 3

between

THE OTTAWA FERTILITY CENTRE (OFC)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4000-09

**RE: Front Office Clinical Receptionist WE position removal**

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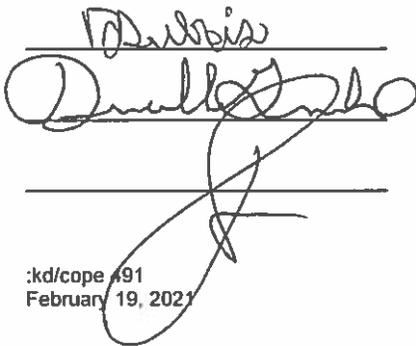
Whereas the Collective Agreement has an established wage grid (Appendix A), developed through a joint job evaluation process with the Employer and Union.

It is agreed that the front office clinical reception weekend positions no longer exist.

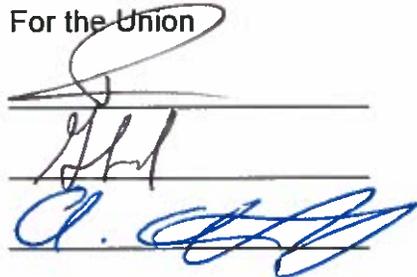
The employees currently in these positions will be placed in Band 3 of Appendix A Wage Grid as Front Office Clinical Receptionists, into the step that is closest to their current rate of pay, no decrease in pay shall occur.

Signed in Ottawa, Ontario, this 9 day of March, 2021.

For the Employer

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
:kd/cope #91  
February 19, 2021

For the Union

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
C. [Signature]

LETTER OF AGREEMENT # 4

between

THE OTTAWA FERTILITY CENTRE (OFC)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4000-09

RE: COVID-19 Pandemic

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Whereas the Employer and the Union are party to a collective agreement set to expire on December 31, 2023.

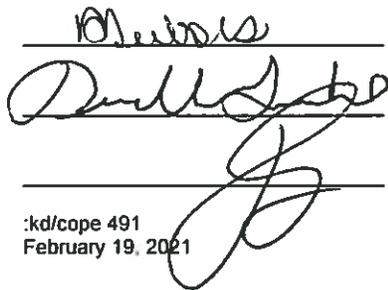
And Whereas the Employer and the Union wish to implement temporary changes as a result of the COVID-19 pandemic.

NOW therefore the Union and the Employer agree to the following:

1. There will be extended hours of operation at OFC in order to comply with COVID-19 Health and Safety Requirement and Directives. These extended hours will require creating modified schedules:
  - a) The Employer will endeavour to create schedule that suit the needs of OFC, as well as the staff members involved;
  - b) Every effort will be made by the Employer to obtain volunteers for the modified hours with seniority being the determining factor;
  - c) If the Employer is unable to obtain volunteers, it will assign staff members the modified hours in reverse order of seniority;
2. Unless mutually agreed, this LOA will expire at the end of the COVID-19 pandemic.

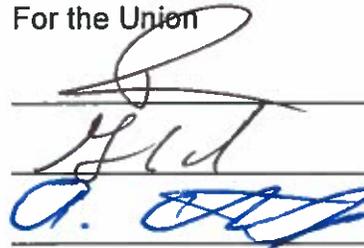
Signed in Ottawa, Ontario, this 9 day of March, 2021.

For the Employer

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

:kd/cope 491  
February 19, 2021

For the Union

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_