

**COLLECTIVE
AGREEMENT**

BETWEEN

**OTTAWA-CARLETON
ASSOCIATION FOR PERSONS
WITH DEVELOPMENTAL DISABILITIES**

-and-

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND
ITS LOCAL 1521**

April 1, 2007 to March 31, 2009

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2007-2009

COLLECTIVE AGREEMENT

BETWEEN:

**OTTAWA-CARLETON ASSOCIATION FOR PERSONS WITH DEVELOPMENTAL
DISABILITIES
hereinafter called the "Employer" Party of the first Part,**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1521
hereinafter called the "Union" Party of the second Part,**

Witnesseth that the parties hereto have agreed as follows:

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ARTICLE 1 – PURPOSE

1.01 Purpose

- a) To maintain and improve the harmonious relations and settle conditions of employment between representatives of the Employer, the Canadian Union of Public Employees and Local 1521.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To work together with all interested parties to encourage efficient, high quality service to clients.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that the regular and customary functions of Management include, but are not necessarily restricted to, the right:

- a) to maintain order, discipline, efficiency, and quality assurance of services;
- b) to hire, assign, promote, demote, transfer, classify, lay-off, recall, reprimand, suspend, fire for cause or otherwise discipline employees;
- c) to determine job classifications, hours of work, work assignments, methods of doing work and the standards of performance for all employees for the purpose of evaluation;
- d) to make, enforce and amend from time to time reasonable policies and procedures to be observed by all employees. Such policies and procedures shall be communicated to the employees and the Union at the time of their introduction or amendment;
- e) to determine the number of personnel required, location of operation, minimum qualifications, services to be performed, procedures and equipment to be used in connection therewith, the extension, limitation, curtailment or cessation of services;
- f) the exercise of Management rights shall not be inconsistent with any of the provisions of this collective agreement.

2.02 Not Discriminatory

The Employer shall not exercise in a discriminatory manner its rights to direct the working forces. Nor shall these rights be used in a manner which would deprive present employees of their employment, except through just cause.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1521 as the sole and exclusive bargaining agent for all of its employees, so long as it is certified to do so, save and except the following:

- Executive Director
- Office Manager
- Director(s) of Operations (To a maximum of 4)
- Director(s) of Client Services (To a maximum of 4)
- Human Resources Administrator
- Administrative Assistant, Human Resources

and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 No Other Agreements

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

3.04 Definition of Employment Status

Full-time - refers to an employee who is regularly scheduled to work twenty-four (24) hours or more per week.

Part-time - refers to an employee who is regularly scheduled to work less than twenty-four (24) hours per week.

Term - refers to a person employed for a definite task, not to exceed one (1) year.

Temporary - refers to a person employed to replace an employee for a definite period of time greater than one (1) month.

Relief - refers to an employee who is not regularly scheduled but who is assigned to replace employees, on an ad hoc basis, or provide services during a short-term high intensity care period, for periods of less than one (1) month in duration. A relief employee may also be used in these capacities for periods greater than one (1) month. However, if a relief employee is used for a period greater than one (1) month, she/he will be paid at the regular rate for the classification to which she/he is assigned, e.g: Counsellor.

Note: Any modification to the above must be by mutual agreement between the parties.

3.05 Same Sex Spouse

The use of the term *spouse* in this collective agreement and in any document arising from this collective agreement (including any benefit and pension documents) shall include within its meaning a spouse of the same sex.

ARTICLE 4 – NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership or activity in the Union, sexual orientation, mental and physical disability, or for any other reason prohibited under Ontario law.

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

The Employer shall deduct from the pay of every member of the bargaining unit monthly dues, as designated by the Secretary-Treasurer of the Union. Deductions for Union membership dues made during each month shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a notice of changes to the list of names of employees from whom the deductions have been made, the amount of deduction from each employee, and the employee's position.

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

6.01 New Employees

The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with the provisions of this Agreement.

The Employer agrees to provide the Union a minimum of thirty (30) minutes during an employee's general orientation to achieve the aforementioned.

6.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union steward or representative in the area in which the employee works, who shall give the employee a copy of the Collective Agreement.

ARTICLE 7 – CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the Secretary of the Union, with a copy to the President of the Union.

ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE

8.01 Labour-Management Committee

- a) A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of efficient service to the clients, and job satisfaction for the employees.
- b) The Committee shall concern itself with the following general matters:
 - i. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
 - ii. Improving and extending services to the clients.
 - iii. Promoting cost effective and efficient operations.
 - iv. Promoting safety and sanitary practices.
 - v. Reviewing suggestions from employees, questions of working conditions and service (but not grievances).
 - vi. Recommending change to conditions causing misunderstandings.
- c) The Committee shall meet on an ad hoc basis, but no more than once each month at a mutually agreeable time and place. Each side shall provide the other with agenda items, which they wish to have discussed at 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.
- d) Minutes of each meeting of the Committee shall be prepared by the Employer as promptly as possible after the close of the meeting.
- e) The work of this Committee shall not supersede or replace 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. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 – LABOUR-MANAGEMENT RELATIONS

9.01 Representation

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

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Canadian Union of Public Employees, Local 1521, one (1) of which will attend with no protection from loss of regular earnings. The Union will advise the Employer of the Union nominees to the Committee.

Should the Union appoint a fourth member to the Bargaining Committee, the Employer will maintain the employee's salary and benefits for the day(s) that the employee attends negotiations with the Employer and be reimbursed for same by the Union.

9.03 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred to the Bargaining Committee for discussion and settlement.

9.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than two (2) weeks after the request has been given.

9.05 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, and shall do so in company with a Representative of the Employer.

9.06 Time Off for Meeting

Any representative of the Union on the Bargaining, Health and Safety, Labour-Management, Pension, or LTD Committee, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration.

9.07 Technical Information

The Employer and the Union agree to make available existing information and/or documents as requested for the purpose of contract administration or collective bargaining.

9.08 Education on the Job

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

9.09 Union Meetings

The Employer agrees to make every reasonable effort to allow employees to attend, without loss of remuneration, a Union Meeting on the day of each month on which a meeting of the Union is scheduled, provided the Union notifies the Employer at least three (3) working days before the said meeting. The Union will reimburse the Employer for the cost of relief staff to cover for employees attending Union meeting.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Employer Shall Notify Union

The Employer agrees to advise the Union of Board policies or decisions which affect employees within this bargaining unit, and to acknowledge all representations to the Board made by the Union through the Executive Director.

10.02 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board of Directors of the Association which affect the members of this Union are to be forwarded to the Union.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting her/his grievance in accordance with the grievance procedure. One steward will be appointed by the Union as Chief Steward.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of the Chief Steward and all other stewards before the Employer shall be required to recognize them.

11.03 Grievance Committee

The Employer shall recognize a Grievance Committee consisting of three (3) representatives appointed by the Union.

11.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed to perform work for the Employer and that the steward will not leave work during working hours except to perform duties under this Agreement. Therefore, no steward shall leave work without obtaining the permission of the Director, or his delegate, which permission shall not be withheld unjustly.

11.05 Definition of Grievance

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

11.06 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Complaint: The employee(s) concerned together with the Steward shall attempt to settle the complaint with the Director, or her/his delegate, within twenty (20) working days of the date upon which the employee(s) first became aware of the facts giving rise to the grievance.

- Step 1: Failing satisfactory settlement at the complaint stage, the employee(s) shall submit the grievance in writing to the appropriate Director within five (5) working days of the complaint meeting. The Director, or her/his delegate, shall convene a meeting within five (5) working days after receipt of such notice, and shall render a decision in writing, within five (5) working days after the meeting.
- Step 2: Failing satisfactory settlement being reached in Step 1, the employee(s) concerned, together with the Grievance Committee shall, within ten (10) working days, submit the grievance to the Executive Director. The Executive Director shall meet with the parties within five (5) working days of receipt of the grievance and shall render a decision in writing within five (5) working days after the meeting.
- Step 3: Failing a satisfactory settlement being reached in Step 2, the Union may, within twenty (20) working days of the decision rendered by the Executive Director, refer the dispute to Arbitration.

The time limits may be extended by mutual agreement between the Union and the Employer.

11.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the Complaint Stage and Step 1 of this Article may be by-passed.

11.08 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer as specified in the Grievance Procedure. Such a grievance shall commence at Step 1.

11.09 Grievance on Safety

An employee, or a group of employees, who are required to work under what they consider to be unsafe or unhealthy conditions shall have the right to file a grievance at Step 2 of the Grievance Procedure for preferred handling.

11.10 Facilities for Grievances

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

11.11 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

11.12 Failure to Act Within Time Limits

If the Grievor or the Union fail to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future identical grievance.

11.13 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and justice of the case.

ARTICLE 12 – ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial Chairperson. The parties may by mutual agreement appoint a single arbitrator or either party may invoke single arbitrator procedures as provided by legislation.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

12.03 Board Procedure

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

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within thirty (30) days.

12.06 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the arbitrator it appoints;
- b) one-half (1/2) of the fees and expenses of the chairperson.

12.07 Amending of Time Limits

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

12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discipline, Suspension, Discharge Procedure

The authority to suspend, discharge, or otherwise discipline an employee rests with Management. An employee who has completed her/his probationary period may be disciplined, suspended or discharged, but only for just cause. When an employee is suspended, discharged, or otherwise disciplined, the employee shall be given the reason in the presence of a Steward. Such employee and the Union shall be advised in writing by the Employer within three (3) working days of the reason for such discipline, suspension or discharge.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Grievances regarding suspension and discharge will start at the Executive Director level.

13.03 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged as determined by the Grievance and/or arbitration procedure shall be immediately reinstated in her/his former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to the employee's 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.

13.04 Personnel Records

An employee shall have the right to have access to and to review her/his personnel records in the presence of designated personnel staff and to receive copies of any documents on her/his file if the employee has not already received copies. All such reviews shall be arranged by appointment with personnel staff. Personnel records shall be maintained in a central location. An employee has the right to respond in writing to any documents on the employee's file.

13.05 Record of Discipline

The record of discipline of an employee shall be removed from the employee's personnel file after eighteen (18) months, unless there is a recurrence of incidents requiring disciplinary action.

13.06 Investigative Procedures (September 1996 Version)

INTRODUCTION

SAFEGUARDS DURING INVESTIGATION

It is understood that all stages of the investigation, as outlined in the following procedure, will be carried out in a manner that respects confidentiality, protects the rights of all individuals, collects objective information, functions within a strict time frame, and ensures that the principle of innocent until proven guilty is maintained.

PRELIMINARY INQUIRY

PURPOSE

To meet with and interview all parties involved in the incident(s) and to ascertain if there is sufficient evidence to warrant pursuing the investigation further.

CONDUCT OF THE INQUIRY

The program director, who is responsible for conducting the preliminary inquiry within ten (10) working days of receiving notice, shall:

- a) inform the Executive Director that a preliminary inquiry is about to be undertaken;
- b) inform the employee(s) concerned that an allegation has been made against her/him;
- c) suspend the accused employee with pay, if circumstances warrant such action and notify the Union;
- d) inform the employee(s) concerned that she/he has the right to Union representation while being interviewed;
- e) interview principle parties involved in the incident(s) to determine what took place, who, what, where, when, why and how; and
- f) submit to the Executive Director a written report including a summary of finding, conclusion(s) and recommendation(s).

CONCLUSION

The Executive Director shall respond to the report within ten (10) working days of receipt.

- a) If, at the conclusion of the preliminary inquiry there is deemed to be insufficient evidence to warrant further investigation, the program director shall:
 - i. notify the employee(s) concerned of the conclusion and outcome of the inquiry;
 - ii. reinstate employee(s), if applicable;
 - iii. file the report in OCAPDD's investigation file;
 - iv. meet with the employee(s) concerned to facilitate re-entry into program, if applicable.
- b) If at the conclusion of the preliminary inquiry there is an admission by the accused, the Executive Director shall:
 - i. schedule a meeting with the employee(s), the program director and a Union representative;
 - ii. impose disciplinary action if deemed necessary in accordance with established procedures;
 - iii. file the report in OCAPDD's investigation file and send a copy to MCSS, in accordance with Serious Occurrence Procedures;
 - iv. notify the President of the Board of Directors in accordance with the Serious Occurrence Procedures;
 - v. advise next-of-kidguardian, if the incident involves a client;
 - vi. advise the municipal police when there is a reason to believe that an offence under the Criminal Code has occurred, if the incident involved a client;
 - vii. take any other action deemed appropriate.
- c) If at the conclusion of the preliminary inquiry there is deemed to be sufficient evidence to warrant further investigation and there is no admission of responsibility by the accused, the Executive Director shall:
 - i. suspend the accused employee(s) with pay (if not already done), if circumstances warrant such action;
 - ii. establish a Formal Investigation Committee, which will convene within one working day of appointment. The committee shall consist of a minimum of two (2) members appointed by the Executive Director. The Executive Director will designate one (1) member as Chairperson;
 - iii. advise the Union that a formal investigation will be initiated;

- iv. advise MCSS that a formal investigation will be undertaken in accordance with Serious Occurrence Procedures;
- v. notify the President of the Board of Directors in accordance with Serious Occurrence Procedures;
- vi. advise next-of-kin/guardian, if the incident involves a client;
- vii. advise the municipal police when there is reason to believe that an offence under the Criminal Code has occurred, if the incident involved a client;
- viii. take any other action deemed necessary.

FORMAL INVESTIGATION COMMITTEE

The Formal Investigation Committee shall:

- a) notify the principle parties involved in the incident that a formal investigation is under way;
- b) consider all the existing information related to the case, including:
 - i. the preliminary inquiry report;
 - ii. all information and written statements collected during the preliminary inquiry;
 - iii. comments or reports of outside investigators, e.g., police, Ministry Investigation Unit, etc.;
 - iv. visit to the site of the incident;
 - v. any other statement, written material or other information relevant to the incident;
- c) interview, at their discretion, all persons involved in the incident (when possible, the last interview will be the person(s) against whom the allegation(s) has been made); all employee(s) interviewed will have the right to have a Union representative present;
- d) provide assistance to the police if they initiate an independent investigation;
- e) verbally report to the Executive Director within five (5) working days of commencing the formal investigation;
- f) complete the investigation within ten (10) working days of commencement and submit a written report, including a summary of findings, conclusion(s) and recommendation(s) to the Executive Director.

Note: If the members of the Committee dissent, their opinions will be recorded and form pari of the report.

CONCLUSION

The Executive Director, in consideration of the Formal Investigation Committee's written report, within five (5) working days shall:

- a) If the allegation is deemed unsubstantiated:
 - i. notify all employee(s) involved of the conclusion and outcome of the investigation;
 - ii. reinstate employee(s) if applicable;
 - iii. ensure a letter of exoneration is sent to employee(s);
 - iv. file the report in OCAPDD's investigation file;
 - v. instruct program director to meet with employee(s) concerned to facilitate re-entry into program, if applicable.
- b) If the allegation is deemed substantiated:
 - i. schedule a meeting with the employee(s), the program director and a Union representative;
 - ii. impose disciplinary action, if deemed necessary, in accordance with established procedures;

- iii. file the report in OCAPDD's investigation file and a copy to MCSS in accordance with the Serious Occurrence Procedures;
- iv. notify the President of the Board of Director in accordance with the Serious Occurrence Procedures;
- v. advise the municipal police when there is reason to believe that an offence under the Criminal Code has occurred, if the incident involved a client;
- vi. ensure that all parties involved are notified, both verbally and in writing, that the investigation is concluded;
- vii. take any other action deemed necessary.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

For full-time employees who regularly work 70 hours bi-weekly, seniority is defined as the length of service in the bargaining unit from last date of hire.

For all other employees, seniority shall be calculated on the basis of hours paid, excluding overtime, with 1,820 hours paid representing one (1) year of service.

14.02 Seniority List

The Employer shall maintain a seniority list showing date of hire and years of service, excluding overtime. An up to date seniority list shall be sent to the Union and posted on all bulletin boards at four-month intervals. Such list shall be in descending order of seniority.

14.03 Role of Seniority in Staff Changes, Transfers, Promotions, Demotions, Lay-offs and Recalls

Both parties recognize:

- a) the principle of promotion within the service of the Employer;
- b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, promotions, demotions, lay-offs and recalls, seniority shall be the determining factor in the selection of persons who are capable, competent and qualified for the position. Appointments from within the bargaining unit shall be made within three (3) weeks of confirmation of the successful applicant.

14.04 Loss of Seniority

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

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns;
- c) the employee is absent without leave for three (3) or more consecutive work days without a reasonable cause and without notifying the Employer;
- d) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- e) the employee is laid off for a period longer than two (2) years.

14.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee does transfer to a permanent position outside of the bargaining unit, the employee shall lose all bargaining unit seniority.

ARTICLE 15 – PROMOTION AND STAFF CHANGES

15.01 Job Postings

- a) For each bargaining unit position to be staffed or when a new bargaining unit position is created for a duration of greater than three (3) months the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. Posting shall take place no later than seven (7) days of a position becoming vacant.
- b) Temporary vacancies expected to last longer than three (3) months, but not longer than twelve (12) months, shall not result in more than three (3) subsequent postings. At the end of the temporary vacancy, all employees shall return to their former positions.
- c) A Full-time employee, while filling a temporary vacancy, shall not be eligible for any other temporary vacancy until six (6) weeks prior to the expiry of the initial temporary assignment.

A Part-time or Relief employee, while filling a temporary vacancy, shall not be eligible for any other temporary vacancy until three (3) months prior to the expiry of the initial temporary assignment and the Employer will fill the resulting remainder of the initial temporary assignment with a relief employee without posting.

- d) A candidate who is offered a position shall have 48 hours from the receipt of such offer to advise the Employer of her/his decision. Notwithstanding the foregoing where a candidate is offered a position on a Friday, the decision is required on the first normal business day thereafter. Where a candidate anticipates being on leave, she/he shall leave instructions with Human Resources on how to be reached.

15.02 Information in Postings

Such notice shall contain the following information: nature of position, location, qualifications, required knowledge and education, skills, shift wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. Postings shall include posting date and closing date.

15.03 Outside Advertising

The Employer reserves the right to advertise new or vacant positions as deemed necessary. All internal applicants for new or vacant positions will be given first consideration and must be disqualified for the position, before it is offered to outside applicants.

15.04 Promotions Requiring Higher Qualifications

Internal applicants who are actively pursuing higher qualifications as determined by the Employer, will be considered for promotion to a new or vacant position. Appointment will be on a trial basis. Failure to achieve the required qualifications within a prescribed length of time will require that the employee revert back to her/his former position.

15.05 Trial Period for Employees Promoted or Transferred

The successful applicant shall be placed on trial for a period of six (6) months. Conditional on satisfactory service, the employee shall be declared permanent after successful completion of the trial period. In the

event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to her/his former position without loss of seniority, and at the wage or salary rate of her/his former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position without loss of seniority and at the wage or salary rate of her/his former position. The trial period may be extended by mutual agreement between the parties. Management agrees to extend reasonable efforts to restore an employee's former position, classification, and rate in the event that the employee finds, within the trial period, that satisfactory performance of the duties is a serious difficulty. The trial period for part-time employees shall be nine hundred and ten (910) hours.

15.06 Probation for Newly Hired Employees

Newly hired full time employees shall be on a probationary basis for a period of six (6) months from the date of hiring. The probationary period for Relief employees, new part-time employees, and new full time employees regularly working more than 24 hours per week but less than the normal hours described in Article 17, shall be nine hundred and ten (910) hours. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. The probationary period may be extended by mutual agreement between the Employer and the Union.

Note: The Union and the Employer may, by mutual consent, and on a without prejudice basis, agree from time to time that certain full time positions shall have normal hours of work which differ from Article 17.

15.07 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, transfers, leaves of absence or sick leave of thirty (30) days or more duration, LTD absences, recalls and terminations of employment, of employees holding jobs within the Bargaining Unit. The Employer shall post the names of successful applicants to vacant positions, and will review the basis of disqualification with unsuccessful applicants if they so request.

15.08 Disabled Employees' Preference

An employee who has been incapacitated at work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform her/his regular duties, will be employed in other work which the employee can do, if such work is available given reasonable accommodation and after consultation with the Union. Such employee may not displace an employee with more seniority.

15.09 Training Courses

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

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

This bulletin shall be posted for a period of ten (10) days on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training.

ARTICLE 16 – LAY-OFFS AND RECALLS

16.01 Layoffs

- a) For full time employees, layoff shall mean any reduction in hours of a position or the elimination of an encumbered position.
- b) For part time employees, layoff shall mean any reduction in hours of a position below the number of hours indicated on the job posting for the position, or the elimination of an encumbered position.
- c) In the event of a proposed layoff, temporary employees who do not hold a substantive position may be terminated and the work assigned to other employees in order to prevent a layoff. Such termination may be prior to the end of her/his defined employment period. Such employees shall not have the right to displace or bump other employees. Such employees shall be provided with a Record of Employment indicating “no work available” as the reason for termination.
- d) This article does not apply to relief employees.

16.02 Notice of Layoff

In the event of a proposed layoff, the Employer shall:

- a) Provide the Union with no less than three (3) months’ written notice of the proposed layoff or elimination of position; and schedule a special meeting of the Labour Management Committee with the Union within one (1) week of such notice to discuss alternatives to the proposed layoff. Any agreement between the Employer and the Union resulting from such special meeting shall take precedence over the terms of layoff in this article; and
- b) Provide to the affected employee(s), if any, no less than three (3) months’ written notice of the layoff, or pay in lieu thereof. Such notice shall include an advisement of the employee’s options as per article 16.03.

The notice referred to in paragraph b) above shall be posted in the workplace such that the posting shall be accessible to all employees. Such notice shall be deemed to be notice to all employees who may be displaced through the bumping process provided that any employee who may be displaced through the bumping process receives individual written notice of layoff of not less than eight (8) weeks or payment in lieu of notice.

16.03 Employee Options Upon Receipt of Notice of Layoff

- a) An employee in receipt of notice of layoff shall have the following options:
 - i. Accept the layoff and be placed on a recall list; or
 - ii. Exercise the right to displace or bump any other employee provided that the employee exercising this right has more seniority than the displaced employee and is qualified to perform the work of the employee so displaced.

Employees wishing to exercise this option must within one (1) week of receipt of layoff notice so advise the Employer in writing of three positions for which they wish to bump into indicating their order of preference. Any dispute with regard to an employee’s eligibility to bump into a position shall be resolved through the grievance procedure.

An employee so displaced shall be entitled to notice of layoff in accordance with article 16.02.

- b) The right to bump shall not include the right to “bump up” into a position with a higher job rate. Part time employees shall be restricted from bumping full time employees.

- c) Notwithstanding article 16.03(a), an employee in receipt of notice of layoff may at any time prior to the actual layoff, or prior to assuming the duties of another position where the employee elected to displace another employee, choose to apply for a posted position pursuant to article 15.01 – Job Posting. The Employer agrees to receive application(s) from such employee up until the decision to appoint is made.

Where the employee is unsuccessful in obtaining a permanent position through the job posting procedure, article 16.03(a) shall apply.

If the employee is successful in obtaining a permanent position, with a lower job rate, through the job posting procedure, the employee's regular wage rate shall be maintained until the date upon which the layoff would have been effective or until the date which the employee is appointed to another position whichever is lesser.

If the employee is not appointed to another position by the date on which the layoff would have been effective, the wage rate of the employee shall be adjusted to the wage rate of her/his new position, which is closest to but not greater than the employee's previous wage rate.

16.04 Recall

- a) Where an employee is laid off, she/he shall have her/his name added on a recall list for a period of twenty-four (24) months from the actual date layoff commences.
- b) An employee on the recall list shall receive all notices of job postings and shall be entitled to apply for such positions in the normal fashion.
- c) An employee on the recall list shall be eligible for any relief shifts for which she/he is qualified and for which she/he has declared her/his availability. Neither the acceptance, nor the declining of one or more relief shifts shall affect an employee's recall rights.
- d) An employee on the recall list shall be notified of all temporary or term vacancies not included in paragraph (b) above, and shall be entitled to any temporary or term position for which she/he is qualified. Neither the acceptance, nor the declining of a temporary or term position shall affect an employee's recall rights. An employee with recall rights who is appointed to a temporary or term position shall have the right, at any time, to apply for a permanent vacancy.
- e) An employee on the recall list who is successful in applying to a permanent vacancy shall have her/his name removed from the recall list except for the application of article 16.05 Right to Reinstatement to Previous Position.

16.05 Right to Reinstatement to Previous Position

An employee who accepts a layoff, or exercises her/his bumping rights, or otherwise secures alternate employment within the Agency following a notice of layoff shall retain the right to be reinstated in her/his previous position if such becomes available within twelve (12) months of the date the actual layoff commences.

16.06 Continuation of Benefits

An employee shall be given the right to continue her/his benefit coverage following a layoff. The Employer shall continue to pay its share of such insured benefit premiums for a laid off employee for the first two months following the layoff. Thereafter, the employee shall be responsible for paying the full premium for such continued coverage.

ARTICLE 17 – HOURS OF WORK

17.01 Hours of Work

The following are the normal hours of work, and the basis for the definition of overtime for all employees. Notwithstanding, nothing in this Collective Agreement shall be construed as guaranteeing minimum or maximum hours of work:

Administration: The normal work week is Monday to Friday consisting of thirty-five (35) working hours. The normal working day shall consist of seven (7) working hours between 7:30 a.m. and 5:00 p.m.

Cleaners: The normal work week is Monday to Friday consisting of thirty-five (35) working hours. The normal working day shall consist of seven (7) working hours between 6:00 a.m. and 8:00 p.m. Shifts shall be scheduled 28 days in advance for a period of no less than 28 days.

Residential, Respite/Répit, In-Home : The total working hours shall be seventy (70) hours in a two week period, and shifts shall be scheduled twenty-eight (28) days in advance for a period of no less than 28 days.

Overnight Asleep: O/N Asleep shifts shall be scheduled between the hours of 10:00 pm and 10:00 am.

Day Programs, Driver, Handyperson, Handyperson Assistant: The normal work week is Monday to Friday consisting of thirty-five (35) working hours. The normal working day shall consist of seven (7) working hours between 7:30 a.m. and 5:00 p.m.

Bus Attendants: The normal work week is Monday to Friday consisting of thirty-five (35) working hours. The normal working day shall consist of seven (7) working hours between 6:00 a.m. and 6:00 p.m.

Coordinator of Volunteers, Nurse Consultant: The normal work week is Monday to Friday consisting of thirty-five (35) working hours.

CSS, Family Homeshare: The normal work week is Monday to Friday consisting of thirty-five (35) working hours. The parties further agree that four (4) CSS positions may be designated to work every 2nd weekend due to program requirements. The total working hours shall be seventy (70) in a two-week period. The parties agree to meet to discuss instances when more than four positions are required to work weekends due to program requirements. An increase in the number of designated positions shall require agreement with the Union. Such agreement shall not be unreasonably denied.

Where operational requirements permit and with twenty-eight (28) days notice, employees in the following positions Administrative staff, Nurse Consultant, Supervisors and Volunteer Coordinator, may be permitted to alter their hours of work over a two week period to work a compressed work week, at the sole discretion and approval of a Director. Such compressed hours shall neither reduce or increase the total number of hours in a two week period. Such a change in hours of work shall not trigger any additional payments beyond the normal wage, such as overtime and shift premium.

17.02 Days Off

- a) For full time employees, days off shall not be scheduled as single days off.
- b) Part Time employees shall be scheduled so that they receive a minimum of 2 consecutive days off in any seven (7) day period.

17.03 Paid Rest Period

Where operational requirements permit, the Employer will provide two (2) paid rest periods of fifteen minutes each per full working day.

17.04 Changes to Hours of Work

Where normal hours of work at a work site must be changed to provide improved service to clients, or the public, or to improve the efficiency of operation, Management shall introduce such changes after agreement with the Union. Notwithstanding the above, the Employer shall be permitted to schedule special events outside normal hours of work provided the Employer gives those employees involved the twenty-eight (28) days notice required.

Changes to posted schedules may be made with less than twenty-eight (28) days notice for the purpose of staff attending training opportunities, and with their consent.

17.05 No Split Shifts

The Employer shall not schedule split shifts, excluding the Bus Attendants.

ARTICLE 18 – PYRAMIDING OF PREMIUM PAYMENTS

18.01 Pyramiding of Premium Payments

There will be no pyramiding of premium payments between Article 20 – Holidays, and Article 21.02 – Christmas Break.

ARTICLE 19 – OVERTIME

19.01 General Provisions

Overtime shall be defined as hours worked beyond the normal working day or work week as outlined in Article 17.01 and shall be paid at the rate of time and one-half (1 ½).

All overtime shall be on a voluntary basis and must be authorized by a Director.

Notwithstanding paragraph two, employees are expected to act on behalf of the client.

19.02 Compensation

Instead of payment, compensation for overtime hours worked may be taken in time-off, on the basis of time and one-half (1 ½) for the overtime hours worked. Such time-off must be taken at a mutually agreeable time between the employee's supervisor and the employee concerned. Should the time-off not be taken within sixty (60) calendar days from the time that overtime was actually worked, or the employee's accumulated total exceeds thirty-five (35) hours, the Employer will pay (applicable portions) the overtime on the next pay period following the expiry of the sixty (60) days.

Overtime hours shall be paid at one and one-half (1 ½) times the employee's straight time hourly rate.

19.03 Stand-By Pay

- a) Stand-By shall be defined as meaning those persons who during their off work hours are designated by the Employer to be available to receive and respond to emergency calls.
- b) On days other than paid holidays listed in Article 20.01 and other than during the Christmas break referred to in Article 21.02, persons on Stand-By shall receive one and three quarter hours pay times their straight time hourly rate, or one and three quarters hours off, for every eight (8) hours on Stand-By.
- c) On paid holidays listed in Article 20.01 and on days during the Christmas break referred to in Article 21.02, persons on Stand-By shall receive one and three quarters hour pay times their straight time hourly rate times one and a half, or two and five eighths hours off, for every eight (8) hours on Stand-By.

d) Persons on Stand-By who as a consequence return to work outside normal work hours shall be paid a minimum of two (2) hours, at the overtime rate.

e) All Stand-By shall be on a voluntary basis.

19.04 Call-Back Pay

An employee who is called out and required to work in an emergency outside the employee's regular working hours, shall be paid a minimum of two (2) hours at the overtime rate.

19.05 Shift Premium

Employees shall be paid a shift premium of fifty-five (55) cents per hour for all hours worked between the hours of 17:30 and 07:30 hours, for all weekend shifts, all work on paid holidays, and all work during Xmas break. Shift premiums will not be paid for hours worked on Overnight Asleep shifts.

ARTICLE 20 – HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

One-half (1/2) day on New Year's Eve Day, one-half (1/2) day on Christmas Eve Day and any other day proclaimed as a holiday by the Federal or Ontario government.

Holiday Pay for Part-time employees shall be based on the average number of hours per day worked in the four (4) weeks immediately preceding the holiday.

20.02 Compensation for Paid Holidays Falling on Saturday

When any of the above-mentioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the paid holiday for employees whose normal work week is Monday to Friday. For other employees the paid holiday shall be observed on the day on which it falls.

20.03 Compensation for Paid Holidays Falling on Sunday

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

20.04 Pay for Work on Scheduled Paid Holiday

Employees who are not required to work on the above holidays shall receive holiday pay equal to one day's pay. Employees who are required to work shall be paid at the rate of time and one-half (1 ½) plus time off with pay equal to the number of hours worked at a time mutually agreeable between the employee and the Employer. Employees who are required to work may elect to take the entire composition in pay rather than a combination of pay and time-off.

20.05 Compensation for Paid Holidays Falling on Scheduled Day Off

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

ARTICLE 21 – VACATION

21.01 Length of Vacation

Employees shall receive an annual vacation in accordance with credited service as follows:

a) Employees hired on or before March 31st, 1980:

<u>Service</u>	<u>Length of Vacation</u>
Less than 1 year	1 ¼ (1.25) days per month, not to exceed 3 weeks
1 year or more	1 ¼ (1.25) days per month, not to exceed 3 weeks
3 years or more	1 2/3 (1.66) days per month, not to exceed 4 weeks
6 years or more	2 1/12 (2.08) days per month, not to exceed 5 weeks
10 years or more	2 ½ (2.5) days per month, not to exceed 6 weeks

b) Employees hired after March 31st, 1980:

<u>Service</u>	<u>Length of Vacation</u>
Less than 1 year	1 ¼ (1.25) days per month, not to exceed 3 weeks
1 year or more	1 ¼ (1.25) days per month, not to exceed 3 weeks
3 years or more	1 2/3 (1.66) days per month, not to exceed 4 weeks
6 years or more	2 1/12 (2.08) days per month, 4 weeks paid/1 week unpaid
10 years or more	2 ½ (2.5) days per month, 5 weeks paid/1 week unpaid

For the purpose of recording vacations, the vacation period shall be from January 1st to December 31st.

21.02 Christmas Break

Employees shall be granted the working days between Christmas and New Year's off with pay provided they were hired prior to October 1st of the current year. Probationary employees hired on or after October 1st and not required to work shall receive leave without pay for this period. Employees required to work because of the continuing nature of their program shall be paid at the rate of time and one-half (1 ½) plus time off with pay equal to the number of hours worked, at a time mutually agreeable between the employee and the Employer. The employee may elect to take the entire composition in pay rather than a combination of pay and time off.

21.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation, the employee shall be allowed an additional day's paid vacation.

21.04 Vacation Pay on Termination

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

21.05 Preference in Vacations

Where operational requirements permit, vacation within programs shall be granted on the basis of bargaining unit seniority.

21.06 Vacation Schedules

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

21.07 Unbroken Vacation Period

An employee shall be entitled to receive her/his vacation in unbroken periods of not more than four (4) weeks, unless otherwise mutually agreed upon between the employee and the Employer. However, on top of the four (4) week period referred to herein, employees hired on or after April 1st, 1980 will be entitled to take additional week(s) of unpaid vacations standing to their credit.

21.08 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved paid leave during the employee's period of vacation, deductions shall be made from such sick leave, bereavement, or other approved paid leave credits, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. A medical certificate by a qualified medical practitioner obtained at the time of illness or proof of bereavement will be required.

21.09 Accumulation of Vacations

Any vacation entitlement over and above two weeks of vacation may be carried over and used the following year.

21.10 Client Vacations

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

Staff participation in client vacations shall be on a voluntary basis. The employee's working hours shall be determined in advance of the vacation. Minimum wage shall be paid to a designated employee to be on-site during non-working hours. Regular days off that occur during the client vacation period shall be re-scheduled at a time mutually agreeable between the employee and the Employer.

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

22.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 ½) days for every month an employee is employed.

22.03 Maximum Accumulation of Annual Sick Leave

The portion of an employee's sick leave that is unused each year shall accrue for her/his use in future years of service to the Employer.

22.04 Illness in the Family

In case of illness of a parent, former guardian, partner, spouse (including a common law spouse or a same sex spouse), child (including a child of a common law or same sex spouse), stepchild, sibling, fiancé(e), ward of the employee or family home sharer where no one, other than the employee can provide for her/his needs, the employee shall be entitled, after notifying the employee's superior, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. Leave for family illness is deducted from the employee's accumulated sick leave and the employee is deducted the actual number of hours absent.

22.05 Deductions from Sick Leave

A deduction shall be made from an employee's accumulated sick leave of all scheduled working hours where an employee has been absent from work due to illness (except W.S.I.B.).

22.06 Proof of Illness

- a) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that the employee is unable to carry out her/his duties due to illness. If the Employer requests a certificate, the employee will be reimbursed for the cost if any.
- b) It is understood and agreed to by the Employer and Union that in extraordinary circumstances a medical certificate by a practitioner other than a specialist may be insufficient. In such circumstance the following guidelines will apply:
 - i. The Employer will discuss the specific situation with the Union in advance
 - ii. The employee will be able to select the specialist to be involved (the medical practitioner's specialty must be applicable to the situation)
 - iii. The cost of the second certificate will be covered by the Employer

22.07 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid-off on account of lack of work and returns to work upon expiration of such leave of absence, or lay-off, the employee shall not receive sick leave credit for the period of such absence, but shall retain her/his cumulative credit, if any, existing at the time of such leave or lay-off.

22.08 Extension of Sick Leave

An employee with more than one year's service who has exhausted her/his sick leave credits, shall be allowed to anticipate extension of her/his sick leave to a maximum of ten (10) days. The sick leave extension shall be repaid by the employee upon her/his return to duty through the employee's normal monthly accumulation. The employee shall be held responsible for the ten working days extension, and should the full amount not be repaid, the Employer may deduct the amount due from the employee's salary. An employee having used the extension of ten days shall be entitled to borrow sick leave from other employees in the bargaining unit providing that there is mutual agreement between the Employer and the Union.

22.09 Sick Leave Record

After the close of each calendar year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. If a discrepancy is not noted within thirty (30) days by either the employee or the Employer, the record shall be deemed correct. An employee is to be advised, on application, of the amount of sick leave accrued to the employee's credit.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, as called for by this Agreement.

23.02 Grievance and Arbitration Pay Provisions

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

23.03 Leave of Absence for Union Functions

- a) Leave of absence without pay and without loss of seniority shall be granted to employees, upon three (3) day's advanced request to the Employer, to attend conferences and conventions of CUPE including its affiliated or chartered bodies. Where more than two (2) employees are to be absent from one (1) location, permission from the Employer is required. Such permission shall not be unreasonably denied.

For administrative purposes, the Employer shall continue to pay the employee's salary and benefits and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave.

- b) Leave of absence without pay but without loss of seniority shall be granted to employees to attend executive and committee meetings of CUPE, its affiliates and chartered bodies. Such leave shall have a maximum of seventy-two (72) person days per year, twelve (12) of which may be used by the President of Local **1521** with not more than one (1) day in any four (4) week period for President leave.

For administrative purposes, the Employer shall continue to pay the employee's salary and benefits and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave.

23.04 Paid Bereavement Leave

- a) An employee shall be granted up to five (5) days leave without loss of salary or wages in the case of a death of a parent, former guardian, partner, spouse (including a common law spouse or a same sex spouse), child (including a child of a common law or same sex spouse), stepchild, sibling, fiancé(e) or ward of the employee.
- b) An employee shall be granted up to three (3) days leave without loss of salary or wages in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent including grandparent-in-law, son-in-law, daughter-in-law, grandchild including grandchild-in-law,
- c) An employee shall be granted up to one (1) day leave without loss of salary or wages in the case of death of an aunt, uncle, niece, nephew or anyone permanently residing in the employee's household.

Such leave shall be taken within a period of fourteen (14) calendar days from the date of death, and cannot be taken in a duration less than a full scheduled shift.

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

23.05 Medical/Dental Care Leave

Employees shall be allowed up to twenty-one hours per annum paid leave of absence in order to receive preventative medical/dental care for herself/himself and/or for a parent, former guardian, partner, spouse (including a common law spouse or a same sex spouse), child (including a child of a common law or same sex spouse), stepchild, sibling, fiancé(e), ward of the employee or family home sharer. The actual time needed to attend the appointment (including travel time) is considered medical/dental leave. Employees may be required to show proof of health care.

23.06 Service Requirements for Maternity/Paternity or Adoption Leave

- a) An employee shall qualify for maternity/paternity or adoption leave, regardless of length of service.
- b) The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy providing the employee is able to carry out her regular duties in a normal manner, or is able to transfer from regular to less demanding work, at the rate of pay for that work and if such work is available. The Employer may request a doctor's certificate stating that the employee is capable of carrying out her duties.

23.07 Seniority Status During Maternity/Paternity or Adoption Leave

An employee shall continue to accumulate seniority during maternity/paternity or adoption leave for the purpose of promotion, demotion, lay-off and recall only (excluding vacation and completion of probationary period).

23.08 Length of Maternity Leave

Such leave shall be granted on written request which notifies the Employer at least three (3) weeks in advance of the date the leave shall start, and stating the probable date of delivery, the length of leave requested, as well as a clearly stated intention to return to work on completion of leave of absence.

The maternity leave shall not begin more than five (5) months preceding the expected termination of pregnancy.

The total maximum leave shall not exceed twelve (12) months.

23.09 Administration of Welfare Benefits During Maternity/Paternity or Adoption Leave

During the period of maternity/paternity or adoption leave, the employee shall continue to participate in each type of benefit plan in which she/he is currently enrolled unless the employee elects, in writing, not to do so. The Employer shall continue to make the Employer contributions for any benefit plan unless the employee gives the Employer written notice that she/he does not intend to pay the employee's contribution(s), if any.

23.10 Procedure Upon Return from Maternity/Paternity or Adoption Leave

The employee returning to work after leave shall provide the Employer with at least four (4) weeks' written notice. On return from leave, the employee shall be placed in her/his former position or in an equivalent position in the employee's department. If the employee fails to give such notice, the employee is deemed not to be returning. Other arrangements may be made by mutual agreement between the Employer and the Union in each case.

23.11 Length of Paternity or Adoption Leave

On written request for paternity or adoption leave, the employee shall be granted up to twelve (12) months leave without pay. The written request must include the length of leave requested, as well as a clearly stated intention to return to work on completion of the leave.

23.12 Family Leave

Provided that an employee is not on a leave of absence without pay, the employee shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>	<u>Clarification</u>
Employee's marriage	Three (3) working days	Scheduled hours
Marriage of employee's child, sibling or parent	The day of the wedding	Scheduled hours
Birth or adoption of child	Three (3) working days, at either the start or end of the leave period surrounding the birth or adoption	Scheduled hours
Serious fire or flood in one's home	Up to three (3) working days	Scheduled hours
Moving one's household	Maximum of one (1) working day per calendar year	Scheduled hours

In addition to the above, the Employer may allow up to a total of fourteen (14) hours absence with pay per calendar year for unforeseen emergency situations.

23.13 Time Off for Elections

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

23.14 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

23.15 Leave For Court Appearance

In the event an employee is accused of an offence which requires a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is jailed awaiting a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is found guilty and sentenced, the employee's case shall be referred to the Labour-Management Committee and the employee may be granted leave of absence without seniority and pay for the duration of the employee's sentence.

23.16 General Leave

The Employer may grant a leave of absence, with or without pay but without loss of seniority, to an employee who requests such leave in writing at least ten (10) days prior to the scheduled beginning of the leave. The Employer shall give an answer, in writing, to the employee within five (5) working days of the request.

23.17 Educational Advancement

The Employer may grant a leave of absence, with or without pay to an employee in order to take a course and written exams which will relate to the employee's work and where the course is seen not only to upgrade the employee but is also a clear benefit of OCAPDD. The cost of such course shall be paid by the Employer upon successful completion of the course, or as mutually agreed between the Employer and the employee.

23.18 Professional Development

The Employer agrees that direct service and professional staff may utilize up to five (5) working days per year, and administrative support staff may use up to two (2) working days per year to participate in professional development activities as approved by the Employer, exclusive of staff evaluation days established by the program director. Senior program administration staff will endeavour to distribute available materials pertaining to professional development and will coordinate planning for effective professional development activity.

23.19 Training Leave

An employee shall be granted leave with pay to take training courses required by the Employer. The Employer shall bear the full costs of the course. All time involved in the training shall be considered as hours worked.

The employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write the related examinations.

23.20 Self-Funded Leave

Employees are eligible to participate in a 'Self-Funded Leave' as per Procedure HR-008, as published in 2005. Any changes or amendments to this Procedure will require the agreement of both the Employer and the Union.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay salaries and wages to employees, by direct deposit to their bank account, every second Friday up to the amount payable as of the preceding Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each pay period, every employee shall be provided with an itemized statement of the employee's wages, overtime and other supplementary pay and deductions. Employees must advise the Employer of any change in banking particulars no later than Monday of the week the change is to be effective.

24.02 Equal Pay for Equal Worth

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

24.03 Pay on Acting Assignment

When an employee is assigned to perform the principal duties of a higher paying position for three (3) working days or more, the employee shall receive the rate of pay for the duties to which the employee has been assigned, including her/his length of service increment or a 10% adjustment added to the employee's salary, whichever is the lesser. Pay adjustment shall be retroactive to include the first (1st) working day on which the assignment is effective.

24.04 Pay on Temporary Transfers, Lower Rated Job

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

24.05 Mileage Allowance

Employees using their own automobile for the Employer's business shall be paid at the rate of forty (40) cents per kilometre effective August 1, 2007 and forty-two (42) cents per kilometre effective April 1, 2008. The Employer shall authorize the use of private vehicles for its business and expects employees to maintain adequate third party liability insurance and endorsement for the extent of business use as required by the employee's insurer. In lieu of using a car, employees shall be reimbursed for the cost of fares charged while using OC Transport system on Association business.

24.06 Insurance

The Employer shall carry adequate insurance for all employees handling OCAPDD funds.

24.07 Legal Fees

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

24.08 Experience Factor for New Employees

For each employee hired during the term of this Agreement, the wage rate established at the time of appointment will include consideration of prior relevant experience.

For credit purposes, an employee with a minimum of two (2) years' full time experience not necessarily consecutive or continuous, shall be placed at the *After One (1) Year Level* on the Salary Schedule provided such experience is relevant and additional to the experience required in the posted qualifications.

ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions

The Employer agrees to provide job descriptions for all employees in the bargaining unit. The job description shall locate and identify a specific position within a program or activity of the Employer, summarize the duties required by the Employer, and indicate the appropriate occupational group and job title.

Revisions to job descriptions shall be presented to the Union Local. Subject to written objection of the Union within thirty (30) days and subsequent resolution of such objection, these revisions shall become the recognized job descriptions for the identified positions upon signature of the employee, the employee's Supervisor and the Employer.

The Union shall have the right to grievance at Step 2 or arbitration for any dispute involving job descriptions.

25.02 Job Classification

The Employer agrees to provide definitions of occupational groups, names of positions, or job titles, classifications related to the salary schedule attached as Appendix "A" of this Agreement, and job specification factors used to establish classification of all positions within occupational groups. Changes in the definition or composition of occupational groups, names of positions or job titles, and job specification factors applicable within occupational groups shall not be made without prior disclosure in full to the Union, and discussion with the President and Secretary of the Union, with the objective of mutual agreement. Officers of the Union shall suffer no loss of pay for participation in such discussions.

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels the employee is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. No changes in rate of pay for any position shall be made without prior discussion with the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. When such dispute is submitted to grievance, it shall commence at Step 2 of the grievance procedure. The new rate shall become retroactive to the time the position was first filled by an employee.

25.03 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior agreement with the Union.

ARTICLE 26 – WELFARE BENEFITS

26.01 Pension Plan

The current OCAPDD Pension Plan shall remain in effect.

26.02 Welfare Benefits

The Employer will provide a Health and Life Insurance Plan with benefits equal to or better than that which was provided under the 1986 Agreement with sharing of premium costs as follows:

- * 1) Life Insurance - Employer pays 100% of premiums
- *2) Long Term Disability - Employee pays 100% of premiums
- 3) Health Care Insurance - Employer pays 100% of premiums
- 4) Dental Care Insurance - Employer pays 100% of premiums, based on ODA fee schedule as amended from time to time minus 1 year
- 5) Vision Care - Employer pays 100% of premiums

* Participation in these plans is mandatory.

Vision coverage	\$200/24 months
Eye examinations	\$80/24 months
Dental deductible	\$25/person, to maximum of \$50/family, per year
Extended Health deductible	\$10/person, to maximum of \$50/family, per year
There shall be a cap on drug claims of \$40,000 per calendar year per insured person.	

The carriers of Benefit Plans may be changed during the term of this Agreement provided that the benefits available to employees are equal to or better than the benefits presently provided.

All full time employees shall be eligible to participate in the benefit plans listed herein after the completion of three (3) months of continuous service. Temporary or term full time employees assigned for a period which exceeds six (6) months shall be eligible to participate after the completion of three (3) months of continuous services.

The following employees are not eligible to participate in the benefit plans listed herein, and shall be paid five percent (5%) in lieu of those benefits after the completion of three (3) months of continuous service:

Employees who regularly work less than twenty-four (24) hours per week or forty-eight (48) hours in a two week period

Employees who regularly work more than twenty-four (24) hours per week or forty-eight (48) hours in a two week period but in periods that do not exceed six (6) months

26.03 WSIB Pay Supplement

An employee prevented from performing her/his regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Act, shall receive from the Employer the difference between the amount payable by the Workplace Safety & Insurance Board and the employee's regular salary, up to six (6) months.

26.04 Premiums

The Employer agrees to rebate net total premium decreases in the benefit package which may accrue over a two year period, to be applied according to mutual agreement between the Employer and the Union.

ARTICLE 27 – HEALTH AND SAFETY

27.01 Co-operation on Safety

The Union and the Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety. For clarity, such factors include stress.

27.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

27.03 Health and Safety Training

The Employer shall provide health and safety training and education to every employee sufficient to enable each employee to work with a minimum of risk at the employee's own job or any job to which the employee may subsequently be assigned. If technological or biological changes are introduced, similar training and education shall be provided to all employees affected by the change. The training and education required shall include both an initial orientation period and an ongoing program to remind employees and deepen their awareness of health and safety issues.

- a) The program shall include:
 - i. The opportunity for each employee to attend a properly accredited, safety oriented first aid course.
 - ii. The opportunity for a sufficient number of employees in each workplace, to attend a properly accredited Cardio Pulmonary Resuscitation (CPR) course.Time spent on this program will be considered as time worked.
- b) The overall design and content of the health and safety training program, shall be reviewed by the Joint Health and Safety Committee at least every two (2) years.
- c) Each committee member shall be entitled to attend health and safety education or training sessions approved by the Joint Health and Safety Committee.

27.04 Health and Safety Representative

Each work location will have one Health and Safety Representative appointed by the Union from other than supervisory staff.

The duties of the Health and Safety Representative will be:

- a) To carry out a monthly inspection of premises in which the representative works, and report all situations which may be a source of danger or hazard to workers' health to the Health and Safety Committee with a copy to the program supervisor.
- b) To bring to the immediate attention of the program supervisor and if necessary the Health and Safety Committee any incidents or situations occurring between monthly inspections which may be a source of danger or a hazard to health and safety of workers.
- c) To send written reports of all accidents or near accidents occurring in the workplace to the Health and Safety Committee.
- d) To assist the program supervisor in educating all staff and workers to safe working habits.

27.05 Health and Safety Committee

A Health and Safety Committee shall be established and shall be composed of two members of the Union and two members of Management. The Committee shall meet at the request of the Union or the Employer. The Health and Safety Committee shall:

- a) Review and investigate all reports, records and data on Health and Safety and recommend in writing corrective procedures to the Director.
- b) Follow-up to ensure corrective procedures are carried out.
- c) Inspect all program facilities other than residential apartments (CSS) where no staff regularly work, every six months to ensure all applicable Federal, Provincial and Municipal Health and Safety Regulations are complied with and to ensure all reasonable precautions are being taken to protect the Health and Safety of the workers.
- d) Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- e) Promote safety and sanitary practices.
- f) Review safety matters and investigate all accidents.

27.06 Disagreements

All disagreements of the Health and Safety Committee shall be reported to the Executive Director and the Union President. Situations which cannot be resolved at this level shall be reported to the Minister of Labour or a representative for a decision.

27.07 Refusal to Work Where Health or Safety is in Danger

An employee may refuse to carry out duties if the employee has reason to believe such duties are likely to endanger the employee, another worker, an unborn child, a client or the public, as defined by the Act and the employee shall enjoy the full protection of the Act in all areas relating to discipline, remuneration and seniority.

27.08 Shutdowns

If any work location is temporarily shutdown as a result of:

- a) a recommendation of the Joint Health and Safety Committee or an inspection team;
- b) a refusal to work under Article 27.07;
- c) an order of a government inspector;

every affected employee shall continue to be paid as if there had been no shutdown or modification. Affected employees may be assigned temporarily to other jobs at no loss in pay.

27.09 Information to Committee and Representatives

The Employer and the Union shall each provide the Committee and representatives with copies of the following as it comes to their attention:

- a) data sheets, scientific or trade articles on substances, machines, processes or procedures used in the workplace and relevant to health and safety;
- b) testing and monitoring results;
- c) requests for exemption, relaxation, or deviation from regulatory requirements;
- d) copies of all communications sent or received concerning the health or safety of employees, but only with the consent of the employee where that individual may be identified.

27.10 Notice of New Development

The Employer shall give to the Union at least ninety (90) days notice of any change in the workplace, which may affect the health and safety of any employee, or which involves the introduction or alteration of any chemical or biological substance which may affect the health and safety of any employee.

- a) The notice shall contain: (a) an exact description of the change; (b) which employees may be affected; (c) how the Employer anticipates the change may affect employees; (d) what precautions the Employer intends to take to minimize adverse health and safety consequences; (e) when the change is to take effect; (f) any literature or research results available to the Employer touching on the possible impact of the change proposed.
- b) No change shall take place unless notice has been given according to Articles 27.07 and 27.08 and until the Committee has approved the change and then only with the modifications specified by the Committee.

27.11 Immunization

The Employer agrees to inoculate employees who regularly come into contact with infectious carriers or communicable diseases. This will be carried out at the Employer's expense where the cost of such immunization is not covered through the employee's health plan.

27.12 First Aid Kits

A first aid kit shall be supplied by the Employer in each appropriate location.

27.13 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 the employee's regular rate of pay without deduction from sick leave. An employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

27.14 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident shall be at the expense of the Employer.

27.15 No Loss of Remuneration

The Health and Safety Representatives and Joint Committee members shall have the right to attend to their duties as such within working hours without loss of remuneration, provided that such duties and hours are consistent with the guidelines of the Joint Health and Safety Committee.

ARTICLE 28 – JOB SECURITY

28.01 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no layoff or any reduction of salary on account of contracting out.

ARTICLE 29 – CLOTHING ALLOWANCE

29.01 Clothing Allowance

The Employer agrees to provide work clothing including bathing suits, smocks, or coveralls, limited to two (2) per year, to program staff who as a requirement of their job requires such clothing. The employee will be responsible for normal laundry and/or dry cleaning of all such clothing.

Clothing damaged through no fault of the employee in the course of the employee's duties shall be repaired, cleaned or replaced by the Employer, upon damaged clothing being produced.

ARTICLE 30 – GENERAL CONDITIONS

30.01 Appropriate Accommodation

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

30.02 Bulletin Boards

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

30.03 Allowance for Tools & Equipment

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.

30.04 Fire and Theft Insurance

The Employer shall provide fire and theft insurance covering the tools and equipment owned by employees and used in performance of their duties with the Employer. This use of personal tools shall be authorized by the Employer.

30.05 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel, where necessary, for any action initiated against any employee by virtue of performance of the employee's assigned duties.

30.06 Electronic Monitoring and/or Surveillance

There shall be no electronic monitoring and/or surveillance of a covert nature. The Union, and all employees in a work location where there is electronic monitoring and/or surveillance shall be advised in writing of the location, and the nature of any equipment used for electronic monitoring and/or surveillance.

Such equipment shall not be used in washrooms, areas where staff sleep or staff office areas.

Prior to the implementation of any electronic monitoring and/or surveillance equipment at a work location, Management will meet with the Union to review the reasons for this measure.

30.07 Accommodation

Where the Employer has a duty to accommodate an employee, and where such accommodation either affects or has the potential to affect other employees, and will be for a duration greater than two (2) weeks, the Union's involvement in implementing the Accommodation Procedure is required.

ARTICLE 31 – PRESENT CONDITIONS AND BENEFITS

31.01 Present Conditions to Continue

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

31.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural changes of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiations.

ARTICLE 32 – COPIES OF AGREEMENT

32.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing and distribute them to the bargaining unit.

ARTICLE 33 – GENERAL

33.01 Mutual Agreement

Where there are provisions in this Agreement to provide for a mutual agreement between the employee and the Employer, such agreement shall be made in consultation with the Union.

ARTICLE 34 - TERM OF AGREEMENT

34.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2007 to March 31, 2009 and shall continue from year to year thereafter unless either party gives the other party notice in writing, during the ninety (90) days prior to the termination date, giving to the other party the proposed changes or amendments in writing. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

34.02 Changes in Agreement

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

34.03 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- b) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

April 1, 2007 to March 31, 2009
COLLECTIVE AGREEMENT

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "A"

**SALARY SCHEDULE
Effective 1 April 2007**

HOURLY RATES

	START	AFTER 1 YEAR	AFTER 3 YEARS
Supervisor; Nurse Consultant	26.49	27.12	27.77
Coordinator of Volunteers	23.70	24.95	26.20
Developmental Services Counsellor II (Unencumbered - for grand fathering purposes only)	22.47	23.35	24.19
Developmental Services Counsellor; Handyperson; Overnight Awake	21.08	21.79	22.54
Developmental Services Counsellor Aide; Admin Assistant; Secretary	20.52	20.96	21.53
Relief Developmental Services Counsellor	20.43	20.43	20.43
Handyperson Assistant; Driver; Bus Attendant	16.14	16.88	17.64
Cleaner	14.67	15.38	16.06
Overnight Asleep	13.31	14.47	16.18

LENGTH OF SERVICE FACTOR

Each classification in the Bargaining Unit shall have a base rate and two (2) additional rates which replace the base rate as the employee attains her/his first and third anniversary date in the position.

The successive increase in rates reward the increased productivity and value of the employee with practical experience within the Association.

Upon promotion, the employee shall carry credit consisting of one (1) year's credit for each year in her/his previous position(s), to a limit equivalent to two (2) years' credit in the new classification. The employee will therefore be eligible to progress to the 'after 3 years' level on the first anniversary of the promotion. If the application of this rule results in the employee's salary decreasing the employee will be placed at the 'after 3 years' level upon promotion.

SALARY SCHEDULE
Effective 1 April 2008

HOURLY RATES

	START	AFTER 1 YEAR	AFTER 3 YEARS
Supervisor; Nurse Consultant	27.02	27.67	28.33
Coordinator of Volunteers	24.18	25.45	26.73
Developmental Services Counsellor II (Unencumbered – for grand fathering purposes only)	22.92	23.82	24.68
Developmental Services Counsellor; Handyperson; Overnight Awake	21.51	22.23	23.00
Developmental Services Counsellor Aide; Admin Assistant; Secretary	20.94	21.38	21.97
Relief Developmental Services Counsellor	20.84	20.84	20.84
Handyperson Assistant; Driver; Bus Attendant	16.47	17.22	18.00
Cleaner	14.97	15.69	16.39
Overnight Asleep	13.58	14.76	16.51

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "B"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Inclusion of relief employees in the Bargaining Unit

Notwithstanding any other article of this Collective Agreement, Relief employees will be subject to the terms and conditions of this Collective Agreement set out below:

Article

- 1 - Purpose
- 2 - Management Rights
- 3 - Recognition & Negotiations
- 4 - No Discrimination
- 5 - Check Off of Union Dues
- 6 - The Employer and the Union Shall Acquaint New Employees
- 7 - Correspondence
- 8 - Labour-Management Committee
- 9 - Labour-Management Relations
- 10 - Resolutions and Reports of the Board
- 11 - Grievance Procedure
- 12 - Arbitration
- 13 - Discharge, Suspension and Discipline
- 14 - Seniority (01.02.03.05)
- 15 - Promotion & Staff Changes
- 17 - Hours of Work
- 19 - Overtime
- 20 - Paid Holidays
- 24 - Payment of Wages and Allowances (01.05.06.07)
- 27 - Health and Safety
- 28 - Job Security
- 29 - Clothing Allowance (01 - 2nd paragraph)
- 30 - General Conditions
- 31 - Present Conditions and Benefits
- 32 - Copies of Agreement
- 33 - General
- 34 - Term of Agreement

The parties further agree that:

- i) Relief employees shall be entitled to vacation pay at the rate of four (4%) percent, to be added to each cheque.
- ii) Relief employees shall accumulate seniority during their employment based on the number of hours paid, excluding overtime, and will retain such seniority for a period of nine (9) months following the expiry of their last assignment.

- iii) Relief employees shall be entitled to apply for any posted positions and they shall be considered by order of their seniority providing they fulfil the requirements as per Article 14.03.
- iv) Relief employees shall be considered to be on lay-off between assignments and they shall be recalled as they are required.
- v) Where an employee's shift has been cancelled, the Employer will notify the employee at least two hours prior to the start of the shift. Should this not occur the employee shall receive three hours pay at the applicable basic or overtime rate of pay.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Inclusion of temporary employees in the bargaining unit

- refers to a person employed to replace an employee for a definite period of time greater than one month.

Inclusion of term employees in the bargaining unit

- refers to a person employed for a definite task, not to exceed one year.

Notwithstanding any other article of this Collective Agreement, Temporary/Term employees will be subject to the terms and conditions of this Collective Agreement set out below:

Article

- 1 - Purpose
- 2 - Management Rights
- 3 - Recognition & Negotiations
- 4 - No Discrimination
- 5 - Check Off of Union Dues
- 6 - The Employer and the Union Shall Acquaint New Employees
- 7 - Correspondence
- 8 - Labour-Management Committee
- 9 - Labour-Management Relations
- 10 - Resolutions and Reports of the Board
- 11 - Grievance Procedure
- 12 - Arbitration
- 13 - Discharge, Suspension and Discipline
- 14 - Seniority
- 15 - Promotions and Staff Changes
- 17 - Hours of Work
- 19 - Overtime
- 20 - Paid Holidays
- 24 - Payment of Wages and Allowances
- 25 - Job Classification and Reclassification
- 26 - Welfare Benefits
- 27 - Health and Safety
- 28 - Job Security
- 29 - Clothing Allowance
- 30 - General Conditions
- 31 - Present Conditions and Benefits
- 32 - Copies of Agreement
- 33 - General
- 34 - Term of Agreement

The parties further agree that:

- 1) Temporary/Term employees shall receive a 6% hourly rate differential in lieu of vacation entitlement, therefore, Article 21.01, 21.03 – 21.10 do not apply. Temporary/Term employees filling a position for a duration of six months or more shall be eligible for the Christmas Break entitlement as per Article 21.02.
- 2) Temporary/Term employees filling a position for a duration of three months or more shall be entitled to the provisions of Article 23.04 - Bereavement Leave and Article 23.12 - Family Leave. The other provisions of Article 23 - Leave of Absence shall be applicable after six (6) months.
- 3) Temporary/Term employees shall accumulate seniority during their employment and will retain such seniority for a period of two (2) years following their lay-off at the expiry of their assignment. Temporary/Term employees who have been laid-off shall be entitled to apply for any posted positions and they shall be considered by order of their seniority providing they fulfil the requirements as per Article 14.03.
- 4) Temporary/Term employees filling a position for a duration of six months or more shall be eligible for sick leave as per article 22.02.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "D"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Bus Attendants

The parties agree that:

Should a "bus attendant" be required to regularly end her/his work shift in a different location than where she/he began her/his shift, the Employer shall reimburse the employee for the cost of the appropriate monthly bus pass for the OC Transpo bus system.

Should a "bus attendant" not meet the requirements of paragraph (1) herein and is required to end his/her work shift in a different location than where she/he began her/his shift, the employee shall be reimbursed for the cost of fares charged while using OC Transpo on association business.

It will be the Director of Client Services' decision as to whether 1 or 2 above is applicable.

Any bus pass obtained under #1 above must be issued to, and for exclusive use of, the bus attendant.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "E"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Labour Management

1. The Parties agree to meet and discuss the following issue at the Labour Management Committee:

The use of the terms "Job Title/s", "Position Title/s" and "Classification/s" as they appear in the collective agreement;

2. The Parties agree to jointly develop a meaningful procedure with the objective of reducing client perpetrated violence against staff.

In the event that an impasse is reached in the development of this procedure, the parties agree to refer the matter to a panel made up of a union selected representative, an employer selected representative, and a jointly selected Chair, who shall be trained in mediation and/or alternative dispute resolution. It is agreed that the panel nominees should have experience in this area.

This panel shall have authority to make the final determination of the procedure. It is also agreed that the parties will abide by the ruling of this panel.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "F"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Preferred Provider Network

In the matter of the Preferred Provider Network (PPN), the parties do hereby agree as follows:

1. Participation in the PPN is encouraged.
2. Reimbursement of dispensing fees shall be limited to the Ontario Drug Plan maximum per prescription, as amended from time to time.
3. This agreement is subject to annual review by the parties.
4. This agreement may also be reviewed at the request of either party should there be a decrease in the number of pharmacies participating in the PPN.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "G"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Supervisor On Call Coverage

In an effort to protect bargaining unit positions, the Union hereby agrees, without prejudice and precedent, to relinquish the bargaining unit work referred to as "Supervisor On Call Coverage" for the fiscal years during the term of the current collective agreement.

If a Supervisor is called at home to respond to questions or concerns that would in the past have been addressed by the Supervisor On Call, it is agreed that the Supervisor shall be compensated in accordance with Article 19.04 Call Back Pay of the Collective Agreement.

It is further agreed that this letter of understanding shall be reviewed on an annual basis.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "H"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Retiree Benefits

The Parties agree that the Employer has offered to assist and facilitate employees preparing to retire, with the process of acquiring group health benefits for themselves via Coughlin and Associates Ltd or a similar organization. It is further understood that any employee making arrangements for such coverage will be responsible for the financial cost, and the Employer is under no obligation to provide any financial contributions to such coverage.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "I"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Lobbying and Central Bargaining

The Employer and the Union agree to lobby the Provincial Government for increases to base funding.

The Employer further agrees to lobby, collectively through Ontario Agencies Supporting Individuals with Special needs (**OASIS**) for increased base funding.

The Employer agrees to meet with the Union and other agencies to learn about and have meaningful discussions regarding the development of or facilitation of alternative models of bargaining for the developmental services sector, including central bargaining.

This Letter of Understanding shall not be interpreted as a commitment now or in the future that the Employer agrees to participate in an alternative form of bargaining such as central bargaining.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "J"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Wage Re-opener

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires March 31, 2009 with respect to the following matters.

In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with targeted wage gap funding for the fiscal year 2008/09, the respective members of the parties' Negotiating Committees shall meet to negotiate the implementation of any targeted wage gap funding.

It is further agreed the Negotiating Committees will meet to negotiate the allocation of any other additional operating funding targeted to wages and/or benefits flowing from the Ministry.

This Letter of Understanding forms part of the Collective Agreement.

Signed at Ottawa, Ontario, this _____ day of _____, 2007

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "K"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Job Security

It is agreed that OCAPDD will not allow either employees or contractors of third parties to come into OCAPDD work sites, during normal hours of operation, to work with developmentally disabled clients.

The short term use of employees of a third party on a time limited basis to facilitate the transition of one or more clients to OCAPDD from another agency or the community shall not be a violation of the above. Such a situation would occur only with prior notification to the Union by the Employer.

This understanding would not apply to situations where OCAPDD rents out its facilities, during periods of time outside of normal operations (as defined in Article 17 of the Collective Agreement).

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX "L"

LETTER OF UNDERSTANDING

BETWEEN

Ottawa-Carleton Association for Persons with Developmental Disabilities

AND

The Canadian Union of Public Employees and Its Local 1521

RE: Discussion of Terms Service & Seniority

It is agreed that during the term of the collective agreement, the Employer and Union commit to discussing the terms 'service' and 'seniority' in the collective agreement, with the objective being to clarify the meaning / understanding of their usage.

It is also agreed that the parties will turn their attention to the specific resolution of two instances that are currently outstanding, as they begin this process.

Signed at Ottawa, Ontario, this _____ day of _____, 2007.

FOR THE UNION

FOR THE EMPLOYER

