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| SOURCE | Comp. | | |
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| TERM. | 2000 | 03 | 31 |
| No. OF EMPLOYEES | 150 | | |
| NOMBRE D'EMPLOYÉS | 150 | | |

Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 148**

AND

Chatham & District Association for Community Living

Duration: April 1, 1998 TO: March 31, 2000

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PREAMBLE:

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement all as set out in this Agreement.

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union **as** the sole bargaining agent of all employees of the respondent, save and except supervisors, persons above the rank of supervisor, office and clerical employees and students employed during the school vacation period.
- 1.02 The Employer agrees to notify the Union, in writing within three (3) weeks, of the name of any new employee ~~within~~ the bargaining unit as well **as** the classification and work location for which they have been hired.

ARTICLE 2 - NO DISCRIMINATION

- 2.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the Employer, the Union or their representatives because of membership in the Union or because of activity or lack of activity in the Union.
- 2.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code. Accordingly, there shall be no discrimination against any employee because of sex, sexual orientation, age, marital status, race, colour, creed, handicap, record of offences, religion or national origin.
- 2.03 Where an employee alleges a violation of this Article, they may file a grievance at stage 2 of the grievance procedure.

ARTICLE 3 - MANAGEMENT RIGHTS AND UNION SECURITY MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the operation and direction of the work forces are fixed exclusively in the Employer and without

restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, and discipline, and efficiency;
- (b) hire, retire, promote, classify, transfer employees and to demote, suspend, discipline or discharge any employee for just cause, provided that a claim by an employee that he/she had been discharged, demoted, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time reasonable rules and regulations to be observed by employees;
- (d) determine the nature and kind of services and supports conducted by the Employer, the kinds of equipment and materials to be used, the methods and techniques of work, the content of jobs, the scheduling of employees, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof.

It is understood that these rights shall not be exercised in a manner that is inconsistent with this Collective Agreement.

3.02 **Copies of the Agreement**

The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the parties shall share equally in the cost of printing, by a mutually agreeable printer, this Agreement and copies shall be distributed to each employee.

3.03 **Union Security**

The parties hereto mutually agree that all employees of the Employer covered by this Agreement may become Union members.

3.04 **Bulletin Boards**

The Employer will provide bulletin boards, or binders, for the posting of Union notices at each of the Employer's work locations. All notices placed on the Bulletin Boards or binders shall be initialed by a steward and copy of such postings shall be forwarded to the Executive Director. Such notices shall include items such as Steward and Seniority lists, Union Educationals, Notices of Meetings. All other items to be posted must first be approved by the Executive Director or designate and such approval shall not be unreasonably denied.

ARTICLE 4 - REPRESENTATION

4.01 The Employer agrees to recognize the following Union Committees: A Negotiations Committee, an Employee/Employer Relations Committee (E.E.R.C.), and a Health and Safety Committee.

4.02 The privilege of committee members or Stewards handling grievances to leave their work without loss of pay or benefits to attend to Union business is granted on the following conditions:

- (a) such business must be between the Union and the Employer;
- (b) the time shall be devoted to the prompt handling of necessary Union business;
- (c) the members concerned shall obtain the permission of the supervisor concerned before leaving their **work**. Such permission shall not be unreasonably withheld.

4.03 **Negotiating Time**

The Employer agrees to recognize a Union Negotiating Committee consisting of three (3) employees plus the Union Representative.

4.04 Employees serving on the Union's Negotiating Committee shall be paid for lost time at her normal straight time rate of pay for scheduled negotiating meetings up to but not including conciliation. The maximum payment under this clause is for hours that the

employee would otherwise have been regularly scheduled to work.

4.05 **Employee/Employer Relations Committee**

Both parties agree to establish an Employee/Employer Relations Committee consisting of three (3) Union representatives and three (3) Management representatives. The Chairperson at the first meeting shall be named by the Employer and thereafter shall alternate between a member of the Committee selected by the Union and a member selected by the Employer. The Chairperson shall appoint a secretary who shall keep the minutes of the meeting. The Committee will meet once per quarter and more or less frequently by mutual agreement. The Committee will provide a forum for on-going communication dealing with labour relations matters arising from the day-to-day activities but excluding matters which ought to properly be dealt with by other committees of the parties. Agenda items will be exchanged by the co-chairs two (2) weeks prior to the meeting.

4.06 E.E.R.C. meetings will be held during normal business hours and employees shall be paid for meeting time at their normal straight time rate of pay.

4.07 Every reasonable effort shall be made to keep the meetings to one (1) hour duration.

4.08 Employees shall have the right to the assistance of OPSEU Representatives at all times.

ARTICLE 5 - DUES CHECK-OFF

5.01 The Employer agrees that it will deduct each pay period, a sum equal to regular Union dues from each employee in the Bargaining Unit commencing on the first day of employment. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario. not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of the names

of those employees for whom deductions have been made in alphabetical order according to surname.

Union dues shall be deducted from all wages, including any retroactive wage adjustments.

5.02 The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.

5.03 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

5.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues as herein provided.

ARTICLE 6 - STRIKES OR LOCK-OUTS

6.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate. The words "strike" and "lock-out" have the meaning attributed to them in the interpretation section of the Ontario Labour Relations Act.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.

7.02 An employee who believes she has a complaint or a difference shall first discuss the complaint or difference with her supervisor within seven (7) calendar days of first

becoming aware of the complaint or difference.

7.03 If the complaint or difference is not satisfactorily settled by the supervisor within seven (7) calendar days of the discussion, it may be processed within an additional seven (7) calendar days in the following manner:

7.04 **Stage One**

The employee may file a grievance in writing with her supervisor. The written grievance, signed by the employee, shall state the nature of the grievance, the Article alleged to be violated, and the re-dress sought. The supervisor shall forward the grievance to the Director. The Director, or designate, will provide an answer to the grievor within seven (7) calendar days of the submission of the grievance.

7.05 **Stage Two**

If the employee is dissatisfied with the decision of the Director, the written grievance, shall be presented to the Executive Director or her designated representative within seven (7) calendar days from the date of receipt of the Director's reply in the first stage of the grievance procedure or failure to reply within the time-limits herein provided.

7.06 Within seven (7) calendar days of receipt of the grievance, the Executive Director, or her designated representative, will arrange a meeting with the grievor, a Union Steward and/or OPSEU official.

7.07 Within seven (7) calendar days of this meeting the Executive Director or her designated representative shall render her decision in writing.

7.08 Where an employee feels that she has been unjustly disciplined or discharged, the employee may file a grievance at Stage Two of the grievance procedure within seven (7) calendar days of her notice of discipline or discharge.

7.09 **Policy and/or Group Grievances**

A Policy Grievance is defined as a dispute involving a question of general application or interpretation of the Collective Agreement which may affect a number of employees. A Policy Grievance may be initiated at Stage 2 of the Grievance Procedure within seven (7) calendar days of the Union becoming aware of the problem.

A Group Grievance is one which affects two or more employees and which arises out of an identical set of facts. Such grievance may be initiated at Stage 1 of the Grievance Procedure. Such grievance must be submitted within seven (7) calendar days after the incident giving rise to the grievance came to the attention of the employees involved.

7.10 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

ARTICLE 8 - ARBITRATION

8.01 (a) Upon exhaustion of the grievance procedure should either party wish to refer a grievance to arbitration, written notice of application for arbitration shall be made to the other party within twenty (20) calendar days of receipt of the last written disposition. If no such written request for arbitration is received within the time limit then the grievance shall be deemed to have been abandoned.

(b) Unless the Union and the Employer agree otherwise, all matters proceeding to arbitration will proceed by way of a Sole Arbitrator.

(c) Where the parties agree to a Board of Arbitration, Article 8.02, 8.03, 8.04, 8.05 and 8.06 will apply. Otherwise, those Articles will apply to a Sole Arbitrator with the appropriate and necessary amendments thereto.

8.02 The party requesting arbitration shall indicate in its written request, the name of its nominee to the Arbitration Board.

- 8.03 Within seven (7) calendar days thereafter, the other party shall answer indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select an impartial chairperson, so that the Arbitration Board will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as chairperson chosen by the other two (2) members of the Board.
- 8.04 If either party fails to appoint a nominee within the time limits set out above, or if the two (2) nominees fail to agree upon a chairperson within five (5) calendar days of their appointment or within such time as may be agreed upon, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson upon request of either party.
- 8.05 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, binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.06 Each party shall pay:
- (a) the fees and expenses of its nominee to the Board of Arbitration; and one half (½) of the fees and expenses of the chairperson.
- 8.07 **Expedited Arbitration**
- The parties, prior to applying for expedited arbitration under Section 49 of Ontario Labour Relations Act shall attempt to reach agreement on a chairperson. If a chairperson is not agreed upon within fifteen (15) days of the notification that arbitration is being sought, either party may apply for a chairperson under the Act.

ARTICLE 9 - HEALTH & SAFETY

9.01 It is agreed that both the Employer and the Union shall work co-operatively in the prevention of accidents and in the promotion of safety and health for all employees. To this end, the parties shall operate in accordance the provisions of the Occupational Health and Safety Act. 1990 and the Regulations made thereunder. It is incumbent on employees to comply with the established policies and procedures.

9.02 **HEALTH & SAFETY COMMITTEE.**

- The parties agree to strike a Joint Health and Safety Committee in accordance with the provisions of the Occupational Health and Safety Act.

ARTICLE 10 - SENIORITY

10.01 **Seniority**

Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Employer at any location. Seniority shall be credited upon completion of the probationary period.

10.02 **Seniority List**

A seniority list which reflects the seniority of bargaining unit members shall be maintained and posted on the Union bulletin boards or binders.

In the case of part-time employees two thousand and eighty (2080) hours shall equal one (1) year of seniority.

The seniority list shall be updated every six (6) months and a copy shall be sent to the Unit Steward.

10.03 **Probationary Employee**

All new employees shall be hired on a probationary basis for a period of five hundred

and twenty (520) hours worked. However, by mutual consent the probationary period may be extended for an additional five hundred and twenty (520) hours.

10.04 The parties acknowledge that the probationary period affords the Employer an important opportunity for assessment and that a lesser standard will apply to the release of an employee during the probationary period than that which applies to the discharge of an employee who has attained seniority.

10.05 An employee shall lose all seniority and shall cease to be an employee when:

- (a) the employee quits;
- (b) when the employee is absent, without notifying the Employer, for two (2) or more consecutively scheduled shifts;
- (c) where an employee has been on lay-off for a period of twenty-four (24) continuous months.

ARTICLE 11 - POSTING & FILLING OF VACANCIES, PROMOTIONS & TRANSFERS

11.01 Where there is a full time vacancy or a newly created position in this bargaining unit, the position shall be posted on the bulletin boards for a period of seven (7) calendar days. If the filling of this position creates a vacancy in the present staffing positions, then subsequent posting requirements shall be reduced to a minimum of five (5) calendar days.

11.02 In all cases, filling of permanent vacancies! promotions and transfers within this bargaining unit shall be based on the following factors:

- (a) seniority; and
- (b) skill, knowledge, experience, the ability to relate to the consumers who are being supported and the ability to perform the requirements of the position.

Where the qualifications in factor (b) are relatively equal, seniority shall govern.

- 11.03 The posting will set out the following: classification, qualifications and wage rate.
- 11.04 Applicants from within the bargaining unit, shall be given **first** consideration for the position. Each applicant will be informed in writing of the outcome of the job posting within seven (7) calendar days of the final decision having been made.
- 11.05 No new employee may be hired when there is an employee on lay-off providing such employees have the qualifications as set out in Article 11.02.
- 11.06 Where a full-time employee is temporarily assigned to a higher paying position by the Employer, she shall receive the rate on the higher salary scale.
- 11.07 Where an employee's absence from work due to illness or any other approved leave, is known to be for a period of six months or more, such temporary vacancy will be posted in accordance with the provisions of Art. 11.02

ARTICLE 12 - LAY-OFF AND RECALL

- 12.01 Should it become necessary for the Employer to reduce full-time or part-time staff, lay-offs shall occur in reverse order of seniority, providing the remaining employees have the qualifications as set out in Article 11.02.
- 12.02 When vacancies occur, prior to hiring from outside, laid off employees shall be recalled in order of seniority, providing they have the qualifications as outlined in Article 11.02
- 12.03 There shall be a notice period of thirty (30) days, whenever possible, prior to any lay-off, during which time the Employer agrees to meet with the Union, if requested to discuss means of avoiding or minimizing the effects of the lay-off.
- 12.04 It shall be the duty of employees on the recall list to notify the Employer of any change of address.

12.05 The Union shall be notified of all recalls within seven (7) calendar days.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Pregnancy/Parental Leave " which includes adoption leave "

- (a) Employees shall be entitled to unpaid pregnancy/parental leave of absence in accordance with the provisions of the Employment Standards Act.
- (b) Employees on pregnancy/parental leave as described in (a) above shall continue to accrue seniority during the period of such leave.
- (c) An employee, upon giving at least two (2) weeks notice prior to the expiration of pregnancy/parental leave, shall be entitled to **an** additional leave of absence without pay, to extend the pregnancy/parental leave to a total of **up** to twelve (12) months. Such employee shall cease to accrue vacation credits but shall suffer no loss of seniority for the period of extension. Providing the Insurance Company approves, the employee may maintain benefit coverage by paying to the Employer the entire premium costs for the period of extension.

Upon completion of the extended leave, an employee shall be returned to the position held immediately prior to the commencement of the leave. If the position has been eliminated, the employee shall be returned to a comparable position.

13.02 Paternity Leave

Provided **an** employee is scheduled to work he shall be entitled to up to one (1) day off with pay either on the day of the birth of his child or on the day the child is brought home.

13.03 Bereavement Leave

- (a) During the seven day period commencing with the day of the death, an employee who is otherwise scheduled to work shall be entitled to five (5) working days off with pay in the event of the death of an employee's spouse,

parent or child.

- (b) The Employer shall pay an employee up to three (3) days pay at the employee's regular hourly rate of pay for all regular time lost in the event of death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent (including in-law), grandchild, ward or guardian. Such leave shall be for the purpose of attending or making arrangements for the funeral and shall end on the day of the funeral.

13.04 **Jury Duty and Witness Leave**

An employee who is selected for service as a juror or who is subpoenaed as a witness for the Crown will be compensated for loss of pay from her regularly scheduled hours at her regular hourly rate less the fee received for her services as juror or Crown witness. However, should the employee present herself for selection as a juror, and not be selected, or as a Crown witness, and finishes early, then she is required to return to the Employer's premises to complete her remaining normally scheduled work day.

13.05 **Leave for Union Activities**

- (a) Leave of absence without pay but with accumulation of seniority and credits shall be granted, upon written request to the Employer, to employees elected or appointed to represent the Union at conventions, seminars, and/or meetings.
- Wherever possible, four (4) weeks notice will be given. Such leave is subject to the operational requirements of the Association and will not exceed a total aggregate of thirty (30) days per year.
- (b) When an employee is elected or appointed to a full-time position with OPSEU or with an organization to which OPSEU is affiliated, the Employer shall grant leave of absence without pay and without loss of seniority for the duration of such leave. At the end of the assignment the employee shall be reinstated to her former position at the same step on the salary grid and same

vacation entitlement as the employee had achieved prior to the leave.

13.06 **Other Leaves**

The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed a year, unless both the Union and the Employer mutually agree otherwise. Such leave of absence shall not be unreasonably withheld.

13.07 **Effect of Leave**

Full-Time Employees

Seniority, vacation credits, paid holidays and benefits shall continue to accumulate during any Employer paid leave, and for the ~~first~~ thirty (30) calendar days of any unpaid leave. Employees returning from any unpaid leave in excess of thirty calendar (30) days shall be credited with the amount of seniority and unused vacation credits accumulated at the end of the first thirty calendar (30) day period of unpaid leave.

Employees taking unpaid leave of absence in excess of thirty calendar (30) days may continue to participate in all benefit **plans**, upon approval of the insurance carrier, by prepaying the full employee and Employer share of the premiums and all applicable taxes monthly.

ARTICLE 14 - SICK LEAVE

14.01 **On** January 1st of each year a full-time employee who has completed her probationary period shall be credited with eight (8) sick days leave with pay.

ARTICLE 15 - EXPENSES

15.01 An employee shall be reimbursed for any authorized out-of-pocket expenses incurred in the services of the Employer.

- 15.02 If **an** employee is required to use her car in the service of the Employer she shall be reimbursed at the rate of twenty-eight (28) cents per kilometre.
- 15.03 The Employer acknowledges that it will continue its practice of reasonably compensating employees for damage to personal belongings occurring **as** a result of their employment with the Employer.
- 15.04 Expense cheques shall be issued ~~within~~ one (1) month following the submission of expense statements.

ARTICLE 16 - BENEFIT PLANS

16.01 Premiums for the following benefits for full-time employees shall be paid by the Employer:

- | | |
|----------------------------------|---|
| Life Insurance | 2X yearly salary |
| Spousal Coverage | \$2,000 |
| Dependent Coverage | \$ 1,000 |
| Accidental Death & Dismemberment | |
| Extended Health Care: | |
| - Optical | Prescription lenses (including contact lenses) and frames - \$150.00 per individual every twenty-four (24) months. Contact lenses for medical reasons - \$250.00 per individual every twenty-four (24) months. |
| - Drugs | \$10/\$20 deductible |
| - Major Medical | |
| - Out of Province Coverage | |

Dental Coverage

- Basic Services Level 1
- Supplementary Services including endonic and periodontic services
- Effective October 1, 1996 the Employer will pay one hundred percent (100%) of the premium costs to provide coverage at the 1995 O.D.A. Fee Schedule. Effective June 1, 1997 - 1996 O.D.A.
- One cleaning/check-up every twelve (12) months

16.02 The Employer shall pay one hundred percent (100%) of the premium cost to provide short term and long term income protection plans for all full-time employees.

16.03 The Short Term Disability plan for full-time employees shall provide for a period of seventeen (17) weeks payment at sixty percent (60%) of wages all in accordance with the terms and conditions of the insurer.

16.04 The Long Term Disability plan for full-time employees shall provide for payment at sixty percent (60%) of wages commencing on the 120th day of absence all in accordance with the terms and conditions of the insurer.

16.05 The parties agree to continue the current Pension Plan. The Employer will contribute a percentage equal to that paid by the employee into the Pension Plan i.e. three percent (3%).

16.06 Each part-time employee shall be paid an amount equal to three percent (3%) of their earned wages in lieu of benefits and shall in addition, where qualified, be entitled to participate in the Pension Plan.

ARTICLE 17 - WAGES

17.01 Wages shall be in accordance with Appendix "A" attached to and forming **part** of this

Agreement.

17.02 Subject to Article 13.07, a full-time employee will automatically progress from one step to the next in the salary range for her classification from the beginning of an employee's first anniversary date (date of hire) or last promotion date until reaching the maximum step.

A part-time employee will progress along the salary grid in accordance with the seniority accumulation set out in Article 10.02.

ARTICLE 18 - VACATIONS

18.01 Subject to Article 13.07 full-time employees shall be entitled to vacations with pay based on length of continuous service in any year as follows (rounded off to the nearest full day):

- (a) Employees who have less than six (6) years of service shall be entitled to a vacation with pay of one point two five (1.25) days for each completed month of service.
- (b) Employees who have completed six (6) years of service shall be entitled to a vacation with pay of one point four two (1.42) days for each completed month of service.
- (c) Employees who have completed seven (7) years of service shall be entitled to a vacation with pay of one point five eight (1.58) days for each completed month of service.
- (d) Employees who have completed eight (8) or more years of service shall be entitled to a vacation with pay of one point six seven (1.67) days for each completed month of service.
- (e) Employees who have completed fifteen (15) or more years of service shall be entitled to a vacation with pay of two point zero eight (2.08) days for each completed month of service.

- 18.02 Part-time employees shall be entitled to vacation in accordance with the provisions of the Employment Standards Act.
- 18.03 An employee who quits before completing one year of service, who is owed vacation, shall receive vacation pay in accordance with the provisions of the Employment Standards Act.
- 18.04 If a statutory holiday falls within a vacation period, an extra day shall be added to the vacation entitlement.
- 18.05 Where possible, and subject to the efficient operation of the Association, vacations shall be arranged according to the wishes of individual staff members. Where a conflict exists in vacation scheduling, within a department/location seniority shall be the governing factor.
- 18.06 Subject to the efficient operation of the agency, and with the consent of the supervisor, one (1) weeks vacation may be carried over by a full-time employee from one (1) year to the next and pay out shall be at the rate of accrual. An additional five (5) days may be carried over, however that time must be taken no later than March 31. Of that year.
- 18.07 Where there is to be a temporary shutdown of a department/location for a period of two weeks duration or less and an employee does not elect to take vacation, the employee shall be offered available work at another location, or, where there is no appropriate work, the employee shall be placed on leave of absence without pay.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 The following days are designated as Statutory Holidays for all employees:

New Years Day Good Friday

| | |
|------------------|---------------|
| Canada Day | Labour Day |
| Thanksgiving Day | Christmas Day |
| Boxing Day | Victoria Day |

- 19.02 In addition, all full-time employees shall receive two (2) floating holidays with pay, to be scheduled by mutual agreement which shall not be unreasonably withheld.
- 19.03 When a Statutory Holiday falls on a full-time employee's regular day off she shall be granted another day *off* in lieu.
- 19.04 When a full-time employee is required to work on a Statutory Holiday, she shall be paid at the straight time regular rate of pay for all hours worked and shall, in addition, be granted an extra day and one half off ~~with~~ pay in lieu.
- 19.05 When a part-time employee, who qualifies for holiday pay under the Employment Standards Act, works on a Statutory Holiday, she shall be entitled to be paid at the straight time hourly rate of pay for all hours worked on such holiday and shall, in addition thereto, be granted another day off ~~with~~ pay in lieu.
- 19.06 Where a part-time employee, who does not qualify for holiday pay under the Employment Standards Act, works on a Statutory Holiday, she shall be entitled to be paid at time and one-half (1½) her regular rate of pay for all hours worked on such holiday.
- 19.07 Lieu days shall be taken at a mutually agreed time within thirty (30) days following the stat. Such agreement shall not be unreasonably withheld.
- 19.08 In order to be entitled to Statutory Holiday pay an employee must:
- (a) have worked her regularly scheduled work day immediately preceding and following the holiday unless the employee is off due to illness verifiable by

- a doctor's note, if requested;
- (b) have earned wages in twelve (12) days of the preceding month;
- (c) have concluded her probationary period.

ARTICLE 20 - HOURS OF WORK

- 20.01 Normal hours of work for full-time employees shall be eighty (80) hours as averaged over the pay period, inclusive of lunch periods. Nothing herein shall be construed as a guarantee of hours of work per week or per day.
- 20.02 Authorized work in excess of eighty-eight (88) hours in a two (2) week pay period shall be paid at the rate of time and one-half (1½) for all hours worked in excess. Employees may opt for equivalent time off in lieu of pay for overtime. Such time off shall be mutually agreed between the employee and the Employer.
- 20.03 Other ~~than~~ weekends, only one (1) set of days off during the month have to be consecutive unless mutually agreed between the employee **and** the Employer. Full-time employees shall be granted two (2) weekends off per month, subject to operational requirements.
- 20.04 Schedules of days off and start times shall be posted fifteen (15) days in advance of the month in which they apply. The Employer will attempt to keep scheduling changes to a minimum.
- 20.05 Wherever possible the Employer shall provide one (1) week's notice of a change to scheduled days. It is understood that part-time employees may be offered, on an as needed basis, shifts that have not been scheduled in advance.
- 20.06 Employees shall be contacted if changes in schedules are made by the Employer. If ~~less than~~ forty-eight (**48**) hours notice is given of a cancellation of a shift, the employee shall be paid four (**4**) hours salary at the straight time hourly rate except in

cases beyond the control of the Employer

- 20.07 Subject to operational requirements employees may exchange shifts provided they receive prior approval by the Employer. Such approval shall not be unreasonably withheld. Such exchange of shift will not result in any additional premium payments by the Employer. Wherever possible, one (1) week's notice of a request for change of shift will be provided to the Employer.
- 20.08 (a) Schedules shall be arranged to allow for twelve (12) hours between shifts for full-time employees. If an employee is scheduled to begin her next schedule shift less than twelve (12) hours from the end of the previous shift she shall be paid time and one-half (1½) for those hours.
- (b) This provision will not apply in the following cases:
- i. where an employee is scheduled to work a prime shift to a sleep over shift, or asleep over shift to a prime shift;
 - ii. where the employee is scheduled to return to work to attend a training opportunity; and
 - iii. where the employee agrees to return to work.
- 20.09 Employees shall be entitled to one (1) fifteen (15) minute paid rest period in each half of a normal shift or a mutually agreed to equivalent arrangement. Employees shall be entitled to such breaks where they are scheduled to work for four (4) hours or more.
- 20.10 The parties may enter other arrangements for hours of work by executing a compressed work week agreement. Such agreements shall be negotiated by the E.E.R.C. and shall be ratified by two thirds (2/3) of the members effected.

ARTICLE 21 - PART-TIME EMPLOYEES

- 21.01 Part-time employees are those employees who are regularly scheduled for work of less than eighty (80) hours per two (2) week pay period.
- 21.02 Part-time employees shall accumulate seniority on the basis of number of hours worked. Two thousand and eighty (2080) hours shall be equivalent to one (1) year of service.
- 21.03 Part-time employees shall be paid in accordance with Appendix "A".
- 21.04 Part-time employees shall be paid at time and one-half (1½) their regular hourly rate of pay for all work in excess of eighty-eight (88) hours during the scheduling period.
- 21.05 (a) Where a part-time employee is temporarily replacing a full-time employee, they shall continue to receive percentage in lieu of benefits for the duration of the temporary assignment.
- (b) Part-time employees who transfer into the full-time bargaining unit on a permanent basis, will commence earning vacation credits in accordance with Article 18.01 (a).
- 21.06 Part-time employees shall be offered open shifts on a rotational basis within the house/programme as equitably as possible
- 21.07 A Part-Time employee who is the successful applicant for a higher rated Full-Time Temporary posting under Article 11.07 will not suffer a loss of pay as a result of such posting.

ARTICLE 22 - ON-CALL AND CALL-IN

- 22.01 A full-time employee who is called-in on a day off, or a part-time employee who has worked a full eight (8) hour prime shift and who is called back on the same day after having left following the end of her shift, shall be paid at the rate of time and

one-half (1½) with a guaranteed minimum of four (4) hours pay at the overtime rate.

ARTICLE 23 - WORKING CONDITIONS

23.01 New employees shall be given orientation/training for at least one shift. The Employer agrees to arrange for a fifteen (15) minute interview between each new employee and the appropriate shop steward during orientation.

ARTICLE 24 - GENERAL

24.01 **Personnel Files**

An employee shall have the right at any time to have access to and review the employee's personnel file on reasonable notice. The employee shall have the right to respond in writing to any documents contained within the personnel file and such reply shall become part of the personnel file.

No disciplinary record shall be used against an employee after she has been discipline free for a period of eighteen (18) months.

24.02 **Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job substantially change. When the duties of any job are substantially changed, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

24.03 The Employer agrees to provide the Union with the names of the members of the Board of Directors.



24.04 Where the feminine gender is used in this Agreement it shall be deemed to include the masculine gender.

ARTICLE 25 - CPI COURSE

25.01 Effective **January** 1, 1997, subject to there being no cost to the Employer, full-time employees will receive lieu time for time spent attending the CPI course. Lieu time will be granted upon the following conditions:

- (a) at no cost to the Employer;
- (b) at a mutually agreeable time;
- (c) within three (3) ~~months~~ of the course.

Part-time employees will be paid one (1) hour for attendance at the CPI course.

ARTICLE 26 - TERM OF AGREEMENT

26.01 This Agreement shall be effective from April 1, 1998 to March 31, 2000, and shall continue in effect from year to year thereafter unless either **party** gives to the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement.

SIGNED at Chatham, Ontario, this 5th day of June, 1999.

FOR THE UNION

FOR THE EMPLOYER

Alan Butts
Lynda Bosovsky
Urban Pol.
Gerry Kaye
GM Brad
Lawrence [Signature]
Leah [Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "A"**Wages**

| CLASSIFICATION | START | YEAR 1 | YEAR2 | YEAR3 | YEAR 4 |
|---|--------------------------|----------------------------|-----------------------------|-----------------------------|--------------------------|
| Effective April 1, 1998 SUPPORT WORKER II Incl Pay Equity \$.37 | 12.89 | 13.55 | 13.99 | 14.43 | 14.87 |
| Effective April 1, 1998 SUPPORT WORKER I Incl Pay Equity \$.38 | 10.89 | 11.45 | 11.70 | 12.00 | 12.30 |
| COOK/STORE CLERK Incl Pay Equity \$.39 | 9.64 | 10.12 | 10.49 | 10.86 | 11.23 |
| CLASSIFICATION | UP TO 520 HRS | 521 TO 2080 HRS | 2081 TO 4160 HRS | 4161 TO 6240 HRS | OVER 6240 HRS |
| Effective ratification date January 7, 1999 P/T PRIME Incl Pay Equity \$.39 | 10.34 | 10.86 | 11.14 | 11.29 | 11.41 |
| P/T SLEEP Incl Pay Equity \$.37 | 8.69 | 8.69 | | | |
| P/T STORE CLERK Incl Pay Equity \$.40 | 9.26 | 9.72 | | | |

APPENDIX "A"**April 1, 1999****Wages**

| CLASSIFICATION | START | YEAR1 | YEAR2 | YEAR3 | YEAR 4 |
|--|--------------------------|----------------------------|-----------------------------|-----------------------------|--------------------------|
| SUPPORT WORKER II Incl Pay Equity \$.37 | 12.99 | 13.65 | 14.09 | 14.53 | 14.97 |
| SUPPORT WORKER I Incl Pay Equity \$.38 | 10.99 | 11.55 | 11.80 | 12.10 | 12.40 |
| COOK/STORE CLERK Incl Pay Equity \$.39 | 9.64 | 10.12 | 10.49 | 10.86 | 11.23 |
| CLASSIFICATION | UP TO 520 HRS | 521 TO 2080 HRS | 2081 TO 4160 HRS | 4161 TO 6240 HRS | OVER 6240 HRS |
| Incl Pay Equity \$.39 | | | | | |
| P/T SLEEP Incl Pay Equity \$.37 | 8.69 | 8.69 | | | |
| P/T STORE CLERK Incl Pay Equity \$.40 | 9.26 | 9.72 | | | |

Appendix "A"**April 1, 1999****Wages****THIS REFLECTS THE PAY EQUITY ADJUSTMENT**

| CLASSIFICATION | START | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 |
|--|--------------------------|----------------------------|-----------------------------|-----------------------------|--------------------------|
| SUPPORT WORKER II Incl Pay Equity \$.37+.53 | 13.52 | 14.18 | 14.62 | 15.06 | 15.50 |
| SUPPORT WORKER I Incl Pay Equity \$.38+.53 | 11.52 | 12.08 | 12.33 | 12.63 | 12.93 |
| COOK/STORE CLERK Incl Pay Equity \$.39+.55 | 10.19 | 10.67 | 11.04 | 11.41 | 11.78 |
| CLASSIFICATION | UP TO 520 HRS | 521 TO 2080 HRS | 2081 TO 4160 HRS | 4161 TO 6240 HRS | OVER 6240 HRS |
| P/T PRIME Incl Pay Equity \$.39+.55 | 10.90 | 11.42 | 11.70 | 11.85 | 11.97 |
| P/T SLEEP Incl Pay Equity \$.37+.55 | 9.24 | 9.24 | | | |
| P/T STORE CLERK Incl Pay Equity \$.40+.56 | 9.82 | 10.28 | | | |

Letter of Understanding #1

Temporary Shutdown

The parties agree that the phrase "appropriate work" in Article 18.07 means replacing employees who are absent due to vacation, short term disability or leave of absence of at least one (1) weeks duration.

Situations where training is required or where Health and Safety is a concern are excluded.

Dated at Chatham, Ontario, this 8th day of June, 1999.

FOR THE UNION

Alan Butth
Lynda Lesorsky
Juan Pol
Gerry Lays

FOR THE EMPLOYER

Ruth Cowell

Letter of Understanding #2

Social Services E:1 Programme

The parties acknowledge the Employer's commitment to assist in the training of persons receiving social assistance. In this regard, the parties agree that the Employer may employ **up** to four (4) employees to perform work which parallels the work of the Bargaining Unit.

These employees will be excluded from the terms of the Collective Agreement.

The parties agree that in no circumstances will such employees perform work so that it results in the reduction of hours or lay off of bargaining unit employees.

Dated at Chatham, Ontario, this 8th day of June, 1999.

FOR THE UNION

Alan Butts
Lynda Lipsosky
Brian Sol
Gerry Boyd

FOR THE EMPLOYER

Julia Powell

Letter of Understanding#3

Christmas Shutdown

The parties agree that during the life of this Agreement, full-time employees shall be granted leave with pay for the period between Christmas Day and New Year's Day in each year.

Dated at Chatham, Ontario, this 8th day of June, 1999.

FOR THE UNION

Alan Butts
Lynnda Lasowsky
Stam Tol
Gerry Lloyd

FOR THE EMPLOYER

William Lowell

Letter of Understanding #4

Grandmothering % in Lieu of Benefits

Notwithstanding Article 16.06, the parties agree that part-time employees, who on the date of signing of the Memorandum of Settlement, were receiving pro-rated benefits, shall continue to receive pro-rated benefits until they become full-time employees or they voluntarily request conversion to a percentage payment in lieu.

Dated at Chatham, Ontario, this 8th day of June, 1999.

FOR THE UNION

Alan Beeth
Lynnda Gazonaky
Juan Sol
Gerry Lays

FOR THE EMPLOYER

Richard Cavell

