

# Collective Agreement

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between

**Ontario Public Service Employees Union  
on behalf of its Local 148**

and

**Community Living Chatham-Kent**

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**DURATION: April 1, 2005 – March 31, 2007**



Sector 2a  
1-148-40-20070331-2a

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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 initialled 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, and 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 (EERC), **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** EERC 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, Toronto, Ontario, M3B 3P8, not later than the 15<sup>th</sup> 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 resolved to the satisfaction of the employee 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 redress 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.

**It** is expressly understood however that a Policy Grievance may **not** be used **to** initiate a grievance directly affecting an employee where such employee could herself institute such **a** grievance and **the** regular grievance procedure shall not be thereby bypassed.

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-one (21) calendar days of receipt of the last written disposition. If no such written request for arbitration is received within the lime 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
  - (b) 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 with 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, ~~as~~ amended ~~from~~ time to time.

## **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. 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 (2000) hours shall equal one (1) year of seniority.

The seniority list shall be updated every three (3) months and a copy shall be sent to the Union 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 up to an additional five hundred and twenty **(520)** hours.

**10.04** Subject to Article 2, newly hired, probationary employees may be discharged at the sole discretion of the Employer and such discharge will not be the subject of a grievance or arbitration as such discharge does not constitute a difference between the parties.

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

- (a) when 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;
- (d) on the first day of the month following the employee's **65<sup>th</sup>** birthday,

**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 often (10) 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 seven **(7)** 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, wage rate and initial location where the vacancy will be filled.

- 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 one hundred and twenty (120) days or more, such temporary vacancy will be posted for seven (7) calendar days and filled in accordance with the provisions of Article 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 with ten (10) 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, **as** amended from time to time.
- (b) Employees on pregnancy/parental leave **as** described in (a) above shall continue to accrue seniority during the period of such leave.

- (c) upon completion of the 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:

- (a) one (1) day off with pay on the day of the birth of his child; and
- (b) one (1) day **off** on the day the child is brought home.

### **13.03 Bereavement Leave**

- (a) During the seven **(7)** 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, stepchild (means a stepchild who is or was raised by the employee).
- (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, stepchild, other than one referred to in (a). 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 Employer 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

- (a) 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.
- (b) Notwithstanding anything **in** Article 18.01, employees on maternity/parental leave will continue to accrue seniority and vacation time off but not pay during their absence on maternity/parental leave.
- (c) 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 1<sup>st</sup> of each year a full-time employee who has completed her probationary period shall be credited with eight (8) sick days leave with pay. Full-time employees completing their probationary period after January 1<sup>st</sup> of the year will be credited with sick days on a pro-rated basis to **a** maximum **of** eight (8) days.

## 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 thirty-five (35) 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 who have completed their probationary period shall be paid by the Employer:

Life Insurance	2 x yearly salary
Spousal Coverage	\$4,000
Dependent Coverage	\$2,000
Accidental Death & Dismemberment	
Extended Health Care	

- Optical prescription lenses (including contact lenses) and frames - \$200 per individual every twenty-four (24) months. Contact lenses for medical reasons - \$250 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
- The Employer will pay one hundred percent (100%) of the premium costs to provide coverage at the 2004 O.D.A. Fee Schedule
- One cleaning/check-up every nine (9) months

Employer shall pay up to \$50 to cover the cost of eye examination every twenty-four (24) 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 who have completed their probationary period.
- 16.03** The Short Term Disability plan for full-time employees who have completed their probationary period 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 who have completed their probationary period shall provide for payment at sixty percent (60%) of wages commencing on the 120<sup>th</sup> 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 that is three and one-half percent (3½%). Effective March 31, 2007, pension payments will increase by ¼%.

**16.06** (a) 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.

(b) The Employer will pay the premiums cost for the following benefits for all part-time employees who have Completed their probationary period and who ~~are~~ regularly scheduled for fifteen (15) hours a week or more:

Life Insurance	\$15,000
Spousal Coverage	\$ 4,000
Dependent Coverage	\$ 2,000

#### **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 fill-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 five (5) 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 five (5) 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.
  - f) Employees who have completed twenty (20) or more years of service shall be entitled to a vacation with pay of two point one six (2.16) days for each completed month of service.
- 18.02** (a) Part-time employees with less than five (5) years of total seniority shall be entitled to vacation in accordance with the Employment Standards Act as amended from time to time.
- (b) ~~Part~~ time employees with five (5) years or more of total seniority shall be entitled to vacation pay at the rate of 5% of all wages earned commencing with the month in which the 5<sup>th</sup> anniversary of seniority occurs.
- 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 as amended ~~from~~ time to time.
- 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 agency, vacations shall be arranged according to the wishes of individual staff members. Where a conflict arises in vacation scheduling, ~~within~~ a department/location, seniority shall be the governing factor until ninety (90) days prior to the date(s) in question; at which time any vacation request (in writing) will be allocated on a "first-come-first-served" basis by the Employer.
- 18.06** Subject to the efficient operation of the agency, and with the written consent of the supervisor on or before December 15<sup>th</sup> of the year of entitlement, five (5) vacation days 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, **In** either case, the request by the employee must be submitted in writing prior to November 15 and the supervisor will respond in writing no later than December 1<sup>st</sup>.

**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 Year's Day	Good Friday
Canada Day	Labour Day
Thanksgiving Day	<del>Christmas</del> Day
Boxing Day	Victoria Day

**19.02** (a) 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.

(b) Full-time employees working in the day programs will have an additional three (3) days off between ~~Christmas~~ Day and New Year's Day. All other full-time employees will take the three (3) days off between December 15 and January 15 at a time mutually agreed to between the employee and Employer, and failing an agreement, at the Employer's discretion.

**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 (1 ½) off with pay in lieu.

**19.05** When **a** part-time employee, who qualifies for holiday pay under the Employment Standards Act **as** amended from time to time, 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 **as** amended from time to time, works on **a** Statutory Holiday, she shall be entitled to be paid at time and one-half (1 1/2) 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 sixty (60) 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.

## **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 (1 ½) for all hours worked in excess. Employees may opt for equivalent time off in lieu **of** pay for overtime. Lieu time must be taken within sixty (60) days from the time it is earned and at a time mutually agreed upon **by** the employee **and** the Employer.

**20.03** Other than weekends, only one (1) set of days off during the month has 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 eleven (11) hours between shifts **for** full-time employees. If an employee is scheduled to begin her next scheduled shift less than eleven (11) hours from the end of the previous **shift** she shall be paid time and one-half (1 ½) 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 a sleep-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 EERC and shall be ratified by two thirds (2/3) of the members affected.

## **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 (2,000) 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 overtime **as** per the Employment Standards Act **as** amended **from** time to the .

**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 commence a full-time position 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 pari-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.

**21.08** Where a part-time employee temporarily fills a full-time vacancy for a specific term, the employee will receive the next highest wage rate for that job classification as compared to her own job rate. If she fills the job for more than one (1) year, she will move to the next step on the grid of the job she is filling. At the end of the contract she will revert back to her own job rate, having regard to her seniority.

#### **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 (1 ½) with a guaranteed minimum of three (3) 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 a Unit 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/CPR/FIRST AID COURSE**

25.01 Subject to there being no cost to the Employer, full-time employees who have completed their probationary period will receive lieu time for time spent attending the CPI/CPR/First Aid 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 who have completed their probationary period will be paid one and one-half (1 ½) hours for attendance at the CPI/CPR/First Aid course.

**ARTICLE 26 - TERM OF AGREEMENT**

26.01 This Agreement shall be effective from April 1, 2005 to March 31, 2007, 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 16<sup>th</sup> day of May, 2006.

FOR THE UNION

Wayne Eastwood  
Goran Lal  
Sammy Bryn  
W. Wild  
J. Cooney  
Leah Lal

FOR THE EMPLOYER

John Lavel  
Doreen Cook  
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**WAGES**

<b>Job Classification</b>	<b>Increase in "Cents"</b>	<b>Grid Rate</b>	<b>As of March 31, 2005</b>	<b>First Full Pay Period April 1, 2005</b>	<b>First Full Pay Period April 1, 2006</b>
<b>SW II</b>	35-/-35	<b>Start</b>	15.49	15.84	16.19
		Year I	16.18	16.53	16.88
		Year2	16.63	16.98	17.33
		Year 3	17.09	17.44	17.79
		Year 4	17.55	17.90	18.25
<b>SW 1</b>	30-/-30	<b>Start</b>	13.27	13.57	13.87
		Year 1	13.85	14.15	14.45
		Year 2	14.11	14.41	14.71
		Year 3	14.42	14.72	15.02
		Year 4	14.74	15.04	15.34
<b>Cook/Clerk</b>	25-/-25	<b>Start</b>	11.69	11.94	12.19
		Year 1	12.19	12.44	12.69
		Year2	12.58	12.83	13.08
		Year3	12.96	13.21	13.46
		Year4	13.35	13.60	13.85
<b>RSW P.T.</b>	30-/-30	<b>Start</b>	12.57	12.87	13.17
		Year 1	13.11	13.41	13.71
		Year 2	13.40	13.70	14.00
		Year 3	13.56	13.86	14.16
		Year 4	13.68	13.98	14.28
<b>P.T. Sleep</b>		All	9.84	9.84	9.84
<b>P.T. Store Clerk</b>	25-/-25	Start	11.28	11.53	11.78
		Year 1	11.76	12.01	12.26

**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 16<sup>th</sup> day of May, 2006.

**FOR THE UNION**

Wayne Eastbrook  
Gordon Tol  
Sammy Brown  
S. Hill  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER**

John Powell  
Doreen Cook  
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\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

**Social Services Employees 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 16<sup>th</sup> day of May, 2006.

**FOR THE UNION**

Wayne Esterbrook  
Goran Lov  
Sammy Brown  
S. Hill  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER**

Pat Lovel  
Doreen Cook  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING #3**

**Grand-mothering% 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 prorated benefits, shall continue to receive prorated benefits until they become full-time employees or they voluntarily request conversion to a percentage payment in lieu.

Dated at **Chatham**, Ontario, this 16<sup>th</sup> day of May, 2006.

**FOR THE UNION**

Wayne Eastburn  
Goran Tol  
James Brayer  
S. Held  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER**

Bob Cowell  
Dorothy Cook  
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\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #4**

Subject to pay equity obligations, it is understood that if the Employer receives additional funding during the term of this Agreement which is solely designated to wages and benefits, the Employer agrees to meet with the Union to negotiate how this money will be paid out to the employees.

Dated at Chatham, Ontario, this 16<sup>th</sup> day of May, 2006.

**FOR THE UNION**

Wayne Astor  
Graham Cole  
James Beggs  
S. Held  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE EMPLOYER**

John Lovell  
Donna By Cook  
\_\_\_\_\_  
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\_\_\_\_\_