

# Collective Agreement

Between

Ontario Public Service Employees Union  
Local 740

and

Community Living Thunder Bay

Begins:

04/01~~2~~2005

Terminates:

03/31~~2~~2008

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## PREAMBLE

“The purpose of this Agreement is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. The Union recognizes the obligation of the Employer to provide efficient service to the public pursuant to the relevant legislation and objectives (of the organization).

“It is recognized that employees covered by this agreement and CLTB undertake to proactively work towards the common goal to ensure that all people are able to live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively.

“Without restricting the generality of the foregoing, some of the relevant legislation includes:

- Child & Family Services Act;
- Day Nurseries Act;
- Vocational Services **Act**;
- Developmental Services Act.”

## ARTICLE 1                      RECOGNITION

**1.01**     The employer recognizes the Union as the exclusive bargaining agent of all employees of Community Living Thunder Bay at Thunder Bay, Ontario save and except Supervisors, persons above the rank of Supervisor, office and clerical staff, purchasing agent, network administrator, persons employed on temporary projects financed in whole or in part by Government funding, and students employed during the school vacation period or on a co-operative work study program.

Students employed during the school vacation period shall not cause the lay-off of a regular full-time or regular part-time employee,

*Clarity Note:*

For the purposes of clarity, the parties agree that the term Supervisor and persons above the rank of Supervisor includes without limitation, the classifications of Executive Director, Director of Finance and Systems, Director of ~~Human~~ Resources, Director of Supports and Services, Director of Day Services, Quality Improvement and Accountability Coordinator, Supports and Services Coordinator, Community Services Coordinator, Volunteer Coordinator, Business Manager, Individual and Family Resource Facilitator, Family Resource Advisor, Team Leader, Fund-raising/Public Relations Consultant and Office Staff.

**1.02**     "Regular Full-Time Employee" is defined as an employee who has successfully completed his probationary period and whose length of appointment is indefinite.

**1.03**     "Regular Pari-Time Employee" is defined as an employee who has made a commitment to work on a pre-determined schedule of **up** to thirty-two (32) hours per week who has completed his probationary period. **A** regular part-time employee shall accrue seniority on the basis that the number of hours worked by the regular part-time employee bears to the number of hours worked by a regular full-time employee in the same program.

**1.04**     a) "Casual Employee" is defined as an employee who has made no commitment to work on a predetermined schedule of up to *thirty* (30) hours per week. **A** casual employee however shall not be guaranteed thirty (30) hours of work per week.

The Employer shall have the right to assign a casual employee to any work location of its choice with appropriate orientation. **A** casual employee shall accrue seniority on the basis that the number of hours worked by the casual employee bears to the number of hours worked by a regular full-time employee in the same program. **A** casual employee shall not change status if he should work beyond thirty 30 hours per week. **A** casual employee shall not be paid fringe benefits of any kind except those specified in The Employment Standards Act of Ontario.

b) "Casual employees" shall have the option of working on a pre-determined schedule for the purposes of vacation relief during the months of June, July and August.

“Regular Part Time Employees” shall be provided with the first option to work all extra hours up to the maximum of forty (40) hours per week at the regular hourly straight time wage rate. Extra hours, that are made available, shall be scheduled as per the usual procedures and protocol.

It is understood that the above is applicable on a per location basis and is not intended to be applied to the comprehensive seniority list,

- c) In order to facilitate the above, the parties agree that a vacation list shall be posted, at each location, for the purposes of indicating vacation preference. Article 18.01 notwithstanding, employees shall have the period of February to the end of April, in each calendar year, to indicate vacation preference to their respective Supervisor. During this period, determination of preference shall be made in order of entitlement and seniority, Requests made subsequent to the specified time limit shall be subject to Article 18.01 but shall not have the effect of altering vacations confirmed under this Article.

**1.05** “Temporary Employee” is defined as an employee who is hired to work the standard day or week or something less than the standard day or week and whose employment has a maximum terminal date of six (6) months twelve (12) months in the case of an employee who is on Pregnancy and Parental Leave) established prior to employment, unless the Union and the employee agree, in writing, to extend the six (6) month (twelve (12) months in the case of an employee who is on Pregnancy and Parental Leave) period of employment. A temporary employee shall be paid the minimum rate of the job for which he is employed. A temporary employee shall not be paid fringe benefits of any kind except those specified in The Employment Standards Act of Ontario.

A temporary employee shall not accrue seniority and if he is subsequently hired as a regular, full-time or regular part-time employee he must complete the requisite probationary period. However, upon the completion of the probationary period, he shall be credited with seniority from his original date of hire, including the period of temporary employment on a pro-rata basis.

A temporary employee shall not have the right to grieve his termination or release but shall have the benefit of all other terms of the agreement except where otherwise specified.

**1.06** Notwithstanding any other provisions of this Collective Agreement, regular, part-time employees shall enjoy the benefit of only those Articles specifically referred to in Schedule "A" hereto attached.

**1.07** Notwithstanding any other provisions of this Collective Agreement, regular night support worker employees shall enjoy the benefit of only those Articles specifically referred to in Schedule "C" hereto attached.

## **ARTICLE 2                      MANAGEMENT RIGHTS**

**2.01** The Union acknowledges and recognizes that the Management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this

Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline employees provided that a claim of discharge or discipline without just cause by an employee who has completed his probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- c) make and enforce and alter from time to time rules and regulations to be observed by all employees;
- d) determine the allocation and number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith, when and whether overtime shall be worked, and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

## **ARTICLE 3                      NO DISCRIMINATION**

**3.01** Each of the parties hereto agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced upon any person employed by the Association on account of membership or nonmembership in any trade union or association, or because of his activity in the union. The parties further agree that there should be no discrimination on grounds prohibited by the Ontario Human Rights code, S.O. 1995, c.4.s.3., as amended from time to time.

The parties further agree that there shall be no tolerance of sexual harassment in the workplace. The Employer and the Union agree that in applying this Agreement they will comply with the provisions of the Ontario Human Rights Code, The Employment Standards Act, The Ontario Labour Relations Act, The Ontario Health & Safety Act, 1978 and the Workplace Safety and Insurance Act and amendments thereto.

## **ARTICLE 4                      CHECK-OFF**

**4.01** All bargaining unit employees as a condition of continuing employment shall be required to pay an amount equivalent to the dues as prescribed by the Union.

**4.02** The current formula of union dues deducted will be applied to all retroactive wage increases obtained by direct negotiations, conciliation, mediation, rights arbitration, pay equity settlements or any other method which produces retroactive salary increases. The Employer agrees to remit the amount of dues required by this Article.

**4.03** 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.

- 4.04** The dues shall be deducted monthly and commencing from the first day of employment, from each employee in the Bargaining Unit. The Employer agrees that it will remit the total amount of such deductions to the Treasurer of the Union, 100 Lesmill Road, North York, Ontario, M3B 3P8, no 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 and social insurance numbers of those employees for whom deductions have been made.
- 4.05** 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 or the Union arising out of the deduction of Union dues as herein provide.
- 4.06** The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.
- 4.07** The Employer agrees to notify the Union, at the Union's Regional Office, of the name, address and gender of any new employee within the bargaining unit,

## **ARTICLE 5                      UNION REPRESENTATION**

- 5.01** Prohibition of Union Activities: The Union agrees that neither it, nor its officers, agents, representatives and members will engage in union activities, on Employer time or on Employer property except as authorized by the Agreement,
- 5.02** The Employer agrees to recognize the following Union committees: a Grievance Committee (one member of whom shall be the Chief Steward), a Negotiating Committee and a joint Employer/Employee Relations Committee.
- 5.03** No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.
- 5.04** The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee, which shall be composed of not more than ten (10) Stewards. One steward shall be from W.J. Griffis Children's Centre and one steward shall be from ARC Centre. The duties of the Steward shall be to assist employees in the department or group of departments which the Steward represents under the grievance procedure. A Steward or the Chief Steward may assist employees in presenting grievances in accordance with the grievance procedure.
- 5.05** The Association also agrees to recognize a Negotiating Committee consisting of not more than three (3) employees plus the Union representative for the purpose of renewing the present Agreement.
- 5.06** The Union shall notify the Employer in writing of the names of the Stewards and members of the Negotiating Committee and of any changes therein from time to time before the Association shall be required to recognize them.

- 5.07** The Employer agrees to pay the wages of three (3) members of the Union Negotiating Committee for all regular, straight-time hours lost in negotiations up to but not including conciliation,
- 5.08** The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their immediate Supervisor. Stewards shall report again to **him** at the time of their return to work. The Employer reserves the right at any time to limit or withdraw the permission to process grievances during working hours if at any time this privilege is being abused or if it unduly interferes with the operations of the Employer.
- 5.09** The union agrees that there shall be no union activity on Employer time or on the premises of the Employer without the permission of the Executive Director except as expressly permitted elsewhere in this Agreement. It is also understood that this clause is not intended to interfere with the right of employees to discuss union matters provided they are on their rest breaks, meal periods, or before or after work.
- 5.10** Any time necessarily lost from work for the purpose of union activities shall not be reimbursed by the Employer. However, any Steward who participates in a disciplinary meeting or investigates a grievance of an employee shall be compensated to the extent of one hundred (100%) per cent of his regular rate of pay for such time spent up to and including Step 2 of the Grievance Procedure.
- 5.11** Employer/Employee Relations Committee - The parties hereby agree to establish an Employer/Employee Relations Committee consisting of three (3) employees appointed by the Union and three (3) employees appointed by the Employer, who shall meet to discuss matters of mutual interest between the parties for the sole purpose of exchanging information; the Committee shall have no power to amend the Collective Agreement. The Committee shall meet once every three (3) months or more or less frequently by agreement of the parties and at a time mutually agreed to by the parties, The OPSEU representative may attend such meetings at the request of the Union and the Employer may have a consultant attend on its request. All such meetings will be held during normal working hours, whenever possible.

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

- 6.01** In view of the orderly procedure herein set out for settling grievances, the Association agrees that there will be no lockouts of employees for the duration of this Agreement or any extension hereof, and the Union agrees that there will be no strikes or other collective action which will stop, curtail or interfere with the operation of the Association on the part of the employees for the duration of this Agreement, or any extension hereof.
- 6.02** If such action should be taken by the employees, the Union will instruct such employees to return to work and to perform their usual duties and to resort to the grievance procedure established herein for the settlement of any complaint or grievance herein. If any employee shall, during the life of the collective agreement, strike or take any action to stop, curtail or interfere with the operation of the Association, or any service thereof, he will be subject to disciplinary action by the Association up to and including discharge.



## ARTICLE 7

## GRIEVANCE PROCEDURE

**7.01** Definition: A grievance is defined as any difference between the Employer and an employee or employees as to the interpretation, application, administration, or alleged violation of the Agreement. However, this shall not be construed to allow a probationary employee to grieve his termination or dismissal.

**7.02** Grievance Procedure: An effort shall be made to settle grievances fairly and promptly and it is understood that an employee has no grievance until he has first given his Supervisor or his designate the opportunity of adjusting his complaint. If an employee has a complaint he shall, either alone or accompanied by the Steward, first take the complaint up with his Supervisor or his designate who will attempt to adjust it. Such complaint must be submitted within nine (9) days after the occurrence of the circumstances giving rise to the complaint or within nine (9) days from the time when the aggrieved employee should have known of the occurrence of the event upon which the complaint is based. The Supervisor or his designate shall give his response to the complaint within nine (9) days and, failing settlement, it may then be taken up as a grievance within nine (9) days following the decision of the Supervisor or his designate in the following manner:

### Step 1:

The employee may present his grievance in writing to his Advisor or his designate. The grievance shall be on a form approved by the Employer and the Union and shall be dated and signed by the employee.

The Advisor or his designate shall give his reply in writing to the employee not later than nine (9) days following the receipt by the Advisor or his designate of the written grievance.

NOTE: Advisor in this Step 1 shall mean Advisor Support Services.

### Step 2:

If a settlement satisfactory to the employee is not reached in Step 1, the written grievance may be taken by the employee alone or with a Steward within nine (9) days after the decision in Step 1 is given to the Executive Director or his designate. Either party may request a meeting to discuss the grievance. The Executive Director or his designate shall render a decision in writing to the employee with a copy to the Steward not later than nine (9) days following the presentation of the written grievance to the Executive Director or his designate.

**7.03** Grievance Forms: All grievance forms shall contain one grievance only.

**7.04** Time Limits: Time limits shall be computed by excluding Saturday, Sunday, paid holidays and an employees regular days off. Failure of the employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and shall not be the subject of a new grievance. Failure of the Employer to meet its time limit shall permit the aggrieved employee to take the ,grievance to the next succeeding step, provided he presents the grievance at this next

step within nine (9) days after the expiration of the said time limit. Any agreement as to an extension of time will be valid only if signed by the Executive Director or his designate and the employee who signed the grievance or the Union.

All time limits referred to herein are considered and acknowledged to be mandatory.

- 7.05** Section 48(16) of the Ontario Labour Relations Act as amended does not apply to any of the provisions of this Agreement relating to grievances or arbitration.
- 7.06** Meetings held in conjunction with the Grievance Procedure will be held on the Employer's premises.
- 7.07** Replies and Grievances: Replies to grievances shall be in writing at all steps of the grievance procedure.
- 7.08** Mutually Agreed Changes: Any mutually agreed changes in writing to this Collective Agreement which are concluded during the life of the Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 7.09** Policy Grievance: The Union and the Employer shall have the right to file a grievance based on a dispute rising out of the application, interpretation or alleged violation of this Agreement. However, a Policy grievance shall not include any matter upon which **an** employee is personally entitled to grieve, and the regular grievance procedure shall not be by-passed.

A Policy grievance may be lodged by either party in writing at Step No. 2 of the grievance procedure at any time *within* nine (9) days of when the party became aware or reasonably ought to have become aware of the circumstances giving rise to the grievance. If such grievance is filed by the Employer at Step No. 2, it shall be presented to the President of the Local Union or his designate. If it is not satisfactorily settled, it may be referred to arbitration in the same manner and to the same extent as the grievance of an employee.

- 7.10** Group Grievance: Where a grievance involves a number of employees, it may be processed as a group grievance and submitted at Step No. 2 of the grievance procedure. Such grievance must be submitted within nine (9) days of when the party became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 7.11** Discharge Grievance:
- i The following specified causes will be conclusively deemed to be sufficient for the discharge of any employee, and will be considered specific penalties under Section 48 (17) of the Labour Relations Act but will not deprive any employee of the grievance procedure:
- making false entries and records;
  - abuse of a client;
  - sexual harassment of a client or employee

- ii If an employee who has completed his probationary period believes he has been wrongfully discharged, he may file a written grievance with the Executive Director or his designate within five (5) days after he has been given notice of discharge. Step No. 1 of the grievance procedure shall be omitted in that case.
- iii A discharge grievance may be settled by the parties by confirming the Employer's action in dismissing the employee or by reinstating the employee or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- iv Subject to the provisions of paragraph (i) above, if a discharge grievance goes to arbitration the Board of Arbitration or Arbitrator may:
  - a) confirm the dismissal of the employee; or
  - b) reinstate the employee;-or
  - c) substitute such other penalty for the discharge as the Arbitration Board or Arbitrator deems just and reasonable in all the circumstances.

**7.12** Written Reprimand: Whenever the Employer delivers a written reprimand to an employee, the Employer shall send a copy of the written reprimand to the Union Steward within five (5) days.

**7.13** The employee, at his option, may be accompanied and represented by a Union representative at Step No. 2 of the grievance procedure.

**7.14** An employee who has submitted a grievance and which grievance has been resolved through the process set out in this Agreement may not submit the same grievance on the same incident or situation at a later date.

## **ARTICLE 8                      ARBITRATION**

**8.01** Should any grievance fail to be satisfactorily settled under the foregoing procedure, either party may, within fifteen (3 5) days following receipt of the answer from the Executive Director or his designate notify the other party in writing of its desire to submit the grievance to arbitration. However, it is acknowledged and understood that the Grievance Procedure must be exhausted in its entirety before the grievance can be referred to arbitration,

**8.02** Failure to Submit to Arbitration: If the grievance is not referred to arbitration within the same fifteen (15) day period, the grievance will be conclusively deemed to have been finally abandoned.

**8.03** Arbitration Panel: Within fifteen (15) days after the notice to proceed to arbitration referred to in Article 8.02 is received by the other party, the parties will decide whether the hearing is to be held by a single arbitrator, they shall attempt to agree upon the selection of a single arbitrator. If the parties are unable to agree upon who the arbitrator will be, either party may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

Should the parties be unable to agree to a single arbitrator within the fifteen (15) days or the parties desire a three-person panel, either party may name their nominee to the Board and advise the other party of who their nominee is. Within seven (7) working days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee herein as required, the Minister of Labour shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairperson of the Board of Arbitration. If they are unable to agree upon such a chairperson within the period of fourteen (14) days, they then shall request the Minister of Labour for the Province of Ontario to appoint a chairperson.

**8.04** Decision of the Board The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

**8.05** Authority of Arbitration Board: It is understood and agreed that the Arbitration board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved.

Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement or any part of it nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for a grievance under this Agreement.

**8.06** Compensation of Arbitration Board: The Union and the Employer shall each be responsible for the fees and expenses of its own appointee and one-half of the fees and expenses of the Chairperson or single arbitrator.

**8.07** Place of Hearing: Arbitrations shall be heard at Thunder Bay, Ontario, or at such other places as may be agreed upon by the Union and the Employer.

## **ARTICLE 9                      INFORMATION TO NEW EMPLOYEES**

**9.01** The Association agrees to provide new employees with a copy of the Collective Agreement and, at the Union's expense, an additional Union package. The Union will provide a union steward at company expense for the purpose of conducting a fifteen (15) minute group orientation meeting at a frequency determined by management.

**9.02** All correspondence, passing from the Executive Director or his/her designate, to the Unit Steward of the Union shall be copied to the OPSEU Staff Representative.

## **ARTICLE 10                     SENIORITY**

**10.01**     i     Seniority as referred to in this Agreement shall mean length of continuous service for all

full time employees in the employ of the Employer. Seniority for part-time employees shall be expressed in length of continuous service also known as date of hire.

- ii An employee whose status is changed from full time to **part** time shall receive credit for her/his full seniority accordingly.
- iii An employee whose status is changed from regular part-time and/or casual to full time shall receive credit for service and seniority on the basis of one (1) year equals 2080 hours. When status is changed to full time, the employee shall be enrolled in the benefits, subject to meeting all applicable waiting periods or other requirements of those plans, and shall receive appropriate placement on the salary grid (if applicable) and vacation entitlement accumulation schedule.

**10.02** Where two or more employees have the same seniority, the greater seniority shall be given to the employee with the earliest date of application for employment.

**10.03** Seniority lists for regular, full-time employees and regular, part-time employees shall be separate and shall be posted on June 15<sup>th</sup> of each year.

**10.04** Overtime shall not be a factor in determining seniority.

**10.05** Continuity of service shall be considered broken and employment terminated when:

- a) **An** employee quits, retires or is discharged (and the discharge is not reversed through the Grievance Procedure;
- b) An employee fails to report to work at the termination of a leave of absence or within one (1) week after being recalled to work unless a reason satisfactory to the Employer is given;
- c) **An** employee fails to report to work or leaves his position without providing a reason satisfactory to the Employer or without the consent of the Employer;
- d) An employee is absent from work without providing a reason satisfactory to the Employer;
- e) **An** employee utilizes a leave of absence for purposes other than that for which the leave of absence was granted;
- f) **An** employee has not worked for more than eighteen (18) months because of lay-off or physical disability or both (including Workers' Compensation).
- g) Casual Employees who, in the course of a **six (6)** month period, excluding the months of June, July and August, work less than ninety-six (96) hours (excluding training hours) shall be removed from the casual list.

**10.06** Seniority shall continue to accrue while an employee is:

- a) on a paid vacation or paid sick leave;

- b) on an approved leave of absence, with pay, for up to one year;
- c) during a pregnancy or parental leave;
- d) on an approved leave of absence for Union Activities.
- e) at work with the Association.

## ARTICLE 11                      JOB VACANCIES

**11.01** Subject to clause 11.02, prior to filling any vacancies in regular, full-time and regular, part-time positions covered by the terms of this Agreement, the Employer shall post notice of the vacancy for a minimum of fourteen (14) calendar days and interested employees may make application for such position. Such notice shall contain the following information:

- nature of position;
- required knowledge **and** education;
- ability and skill;
- wage rate or range.

**11.02** Temporary vacancies: Temporary vacancies within the bargaining unit which will not or are not expected to exceed twelve (12) months (including vacancies arising as a result of special projects for a specified period) **and** temporary vacancies within the bargaining **unit** caused by absence due to illness, accident, leaves of absence (including maternity leave and adoption leave), vacation, the vacating of a position while the posting procedures are being completed and transfer need not be posted

The parties agree that where and when temporary full time positions become available, the Team Leader, so affected, shall inform his/her staff team to which the temporary full time position applies, of the availability of such a position with the intent that part time members of the staff team will be given the opportunity to express interest in such a position. If two (2) or more part time members of the staff team express **an** interest in the temporary full time position it will be offered in accordance with Article 11.06.

**11.03** An employee may be transferred from one classification to another classification within the bargaining unit carrying a rate in a higher range for a period or periods not exceeding one (1) week without changing his rate of pay.

**11.04** In the event an employee is transferred from one classification to another within the bargaining unit carrying a rate in a higher range for a period exceeding one (1) week, he shall receive the rate of pay of the higher-rated classification only for the period of time in excess of one (1) week to which he is assigned the higher-rated classification

**11.05** **Any** employee who has successfully bid under this Article and received a posted job shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid, except in the case of promotion (i.e. change in job classification), except with the permission of the Employer.

**11.06** The Employer and the Union agree that in the case of promotions (other than promotions to positions outside of the bargaining unit) the following factors shall be considered:

- a) current qualifications including ability, knowledge, education, skill and experience;
- b) length of continuous service.

The Union agrees that the qualifications in factor (a) must govern, and only where such current qualifications of the employees are equal, will factor (b) govern. The Employer shall be the sole judge of the qualifications in factor (a), provided however, the Employer shall not exercise its discretion in an arbitrary, capricious or discriminatory manner. If the vacancy is not filled as a result of the job posting and if, in the opinion of the Employer, there are no suitable applicants who are immediately qualified to perform the duties and responsibilities of the job in question, the Employer may consider applicants from outside the bargaining unit to fill the position.

**11.07** Trial Period on Successful Promotion: The successful applicant on a job posting under clause 11.01 shall be placed on a trial period for 1040 hours for employees who work in a residential setting and **ARC** and 910 hours for employees working at C.O.P. and the W.J. Griffis Children's Centre. Upon completion of the trial period, the supervisor will conduct a performance appraisal and will make a recommendation. 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, she shall be returned to her former position and former wage or salary rate without loss of seniority. Any other employee promoted because of the re-arrangement of positions shall also be returned to his former position, and former wage or salary rate, without loss of seniority.

This clause does not apply to employees moving from full time to part time (or vice versa) in the same job classification.

This clause shall not be considered as a period of familiarization on a job posting.

## **ARTICLE 12                      PROBATIONARY EMPLOYEES**

**12.01** Each newly-hired, regular, full-time employee shall be on probation until he has completed *six (6)* months of active, continuous service with the Employer. By mutual consent in writing of the Employer and the Union, the probationary period may be extended for **an** additional three **(3)** months from the expiry of the original probationary period. On successful completion of the probationary period an employee will be credited with seniority from the first day worked in his last continuous employment with the Employer.

**12.02** **A** probationary employee will have no seniority rights during his probationary period and the release or lay-off of a probationary employee shall not be the subject matter of a grievance **and** shall not constitute a difference under the provisions of the Collective Agreement.

**12.03** Each newly-hired, regular, part-time, awake night support, and night support employee shall be on probation until he/she has completed 1200 hours of work.

## ARTICLE 13            TERMINATION

- 13.01** Every employee shall give at least two (2) weeks notice of termination of his employment.
- 13.02** The Employer shall give regular, full-time employees notice of termination of employment as provided in the Employment Standards Act except in cases of dismissal for cause or of termination during the probationary period, provided however, that the employment of an employee may be terminated forthwith where the Employer gives the employee notice in writing to that effect and pays the employee an amount equal to the wages to which the employee would have been entitled for work that would have been performed by him at the regular rate for a normal non-overtime work week for the period of notice set out above.
- 13.03** Compulsory Retirement: The Employer may compulsorily retire an employee at age sixty-five (65) and no grievance may be lodged in connection therewith.

## ARTICLE 14            JOB SECURITY

**14.01** Notification:

In the event of a lay off of a permanent or long term nature, the Employer shall notify the Union forthwith. Upon receipt of such notice the Union may request a meeting with the Employer to discuss:

- i the reasons for the lay off;
- ii the individuals affected and details of the actual lay off plans;
- iii initiate discussions with the Employer/Employee Relations Committee to look into possible strategies that may minimize the scope of the lay off:

**14.02** Any recommendations arising from the Committee (as delineated in 14.01 (iii)) that enhance the collective agreement shall be considered by the Employer and, should such recommendations be adopted, the implementation of those recommendations will take precedence over other terms of lay off in this Agreement.

**14.03** In the event of a lay off of a permanent or long term nature, the Employer will provide affected employees with two (2) weeks notice for each year of continuous service, to a maximum of eight (8) weeks, provided the affected employee has more than twelve (12) months of continuous service. Employees with less than twelve (12) months of continuous service will be entitled to notice in accordance with the provisions of the Employment Standards Act. Such notice will be handed to the Employee and a signed acknowledgment requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail.

A copy of any notice of lay off to an employee will be provided to the Union.



**14.04** In the event that a reduction of work force is required, the Employer agrees to lay off employees by classification in reverse order of seniority within the classification provided that the employee exercising the right is able to demonstrate that he/she can perform the work within a reasonable trial period and with on-the-job training. The training shall be given during the hours of work. Time devoted to training shall be considered time worked. If the employee is deemed to be unsatisfactory within this period of time, or so requests, he/she will be returned to layoff without further recourse to the bumping procedures.

**14.05** An employee who is subject to lay off shall have the right to either:

- a) accept the lay off; or
- b) displace an employee who has lesser seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay off is able to demonstrate that he/she can perform the work of the lower classification or identical classification within a reasonable trial period and with on-the-job training.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Employer representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of lay off. Employees failing to do so will be deemed to have accepted the lay off.

**14.06** Layoff and recall rights of regular, full time employees shall be separate and apart from regular part time employees. However, a full time employee who is given notice of layoff shall be given the opportunity to bump a part time employee. In no case shall a part time employee be allowed to bump a full time employee. In no case shall a casual employee be allowed to bump a full time or part time employee.

**14.07** Employees who are laid off shall be placed on a recall list and shall retain but not accrue seniority.

**14.08** It is the responsibility of a laid off employee to keep the Employer informed of any changes in address and/or telephone number.

**14.09** For a period of eighteen (18) months following the date of layoff, any laid off employee shall be recalled in order of seniority to the first available permanent position or permanent vacancy in the identical, similar or lower classification provided that he/she demonstrates that he/she can perform the work of the identical, similar or lower classification within a reasonable trial period and with on-the-job training.

- 14.10**
- i During the recall period a laid off employee may refuse recall offers until an acceptable offer is made. She/he shall maintain their position on the list.
  - ii Where an employee accepts a recall to a temporary position, she/he will still have the opportunity to accept or reject full time or part time permanent positions during the recall period. An employee who accepts a temporary recall shall not be entitled to further notice of lay-off at the conclusion of the temporary work.

- iii No new employees shall be hired until all laid off employees on the recall list have been given the opportunity to return to work.

- 14.11 Upon recall, the employee shall be placed at the appropriate salary level, as is listed in this agreement, for the classification being entered into.
- 14.12 When recalling an employee after layoff, she\he shall be notified by registered mail or personally by telephone and shall return to work within seven (7) calendar days from the day of delivery of the notice of registered mail or receipt of the telephone call.
- 14.13 The Employer agrees, in the event of a layoff, that employees so affected may continue benefit coverage, if originally entitled, subject to the terms and conditions of the insurer to do so, at no cost to the Employer while on the recall list. Employees who elect to continue such benefit coverage must submit the total contributions required (Employer and Employee portion) by the 15th of the month prior to the month in which premiums are due.

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

- 15.01 The following paragraphs and sections are intended to define the normal hours of work.
  - a) The normal hours of work for Support Workers-Residential and ARC Centre and Maintenance Worker shall be forty (40) hours of work per week and normal hours of work per shift shall be eight (8) hours per day including a paid lunch of one-half (½) hour.
  - b) The normal hours of work for Support Workers - Community Options, Day Care Teachers and Resource Teachers shall be thirty-five (35) hours per week and normal hours of work per shift shall be seven (7) hours per day excluding an unpaid lunch break of one-half (½) hour.
- 15.02 Overtime shall not be compensated for all hours worked in excess of the normal hours of work per day as stipulated above. Overtime at the rate of time and one-half (1 ½) the employees basic hourly rate shall be Compensated for all hours worked in excess of forty (40) hours per week averaged over a two-(2) week pay period for those classifications listed in 15.01(a) and Support Workers - Community Options, and thirty-five (35) hours per week for the Day Care Teachers and Resource Teachers at the discretion of management, on the basis of time off or payment at the rate of one and one-half (1 ½) times the overtime worked, up to a maximum accumulation of thirty-five (35) or forty (40) hours as applicable. Time off must be taken with the approval of the immediate Supervisor and if it has not been taken by March 31st, June 30th, September 30th, and December 31st, it shall be paid within the first subsequent pay period.
- 15.03 Overtime shall be on a voluntary basis among employees regularly performing the work and within a particular residence where applicable. If there are not sufficient volunteers, the Employer may require employees to work overtime among employees normally performing the work and within a particular residence where applicable.
- 15.04 Overtime shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime with any other benefits.

15.05 All overtime must be approved in advance by the Supervisor except in emergency situations where this is not practical.

## ARTICLE 16 SHIFT SCHEDULES

16.01 The employer shall endeavour to post a shift schedule not less than fourteen (14) days in advance. After the schedule has been posted and if notice of a change in shift or transfer is not given to the employee within forty-eight (48) hours of starting time of the shift as originally scheduled, the employee shall be **paid** time and one-half (1 ½) for the hours worked on the changed shift for which he does not receive forty-eight (48) hours notice provided that no premium shall be paid where the change of schedule is caused by events beyond the control of the organization. Events beyond the control of the organization shall include but not be limited to:

- illness of an individual receiving support
- illness of fellow employees
- the taking of bereavement leave by an employee
- the need to address modified work

16.02 Employees may change shifts with each other provided the Supervisor approves such change and if forty -eight (48) hours notice is not given, no premiums or penalty as per clause 16.01 shall be paid.

16.03 A part-time employee who is scheduled to work and is not given at least 24 hours' notice of cancellation of shift shall receive three (3) hours' pay at his/her regular straight time hourly rate. He/she may be required to perform duties assigned by the employer, which he/she is able to perform. If the original schedule ~~was~~ less than three (3) hours, the employee is eligible for hours originally scheduled.

## ARTICLE 17 HOLIDAYS

17.01 The following shall be designated as paid holidays provided a full-time employee qualifies for the same:

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

17.02 It may be necessary throughout the year for the W.J. Griffis Children's Centre to close or otherwise reduce operations due to low enrollment. The decision will be at the sole discretion of the Director of the W.J. Griffis Children's Centre. The Director of the W.J. Griffis Children's Centre will determine the necessary staffing levels and will give the staff the option to take vacation, time off without pay, or transfer to a temporary vacancy as determined by the Employer provided that the employee has the qualifications.

- 17.03** Holiday pay is defined as the amount of straight-time, hourly rate of pay, exclusive of shift premium, which an employee would have received had he worked a normal schedule on the holiday in question.
- 17.04** In order to qualify for holiday pay, an employee must:
- a) work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday unless excused from doing so by the Employer
  - b) have earned wages on at least twelve (13) days during the four weeks immediately preceding the paid holiday.
- 17.05** An employee who is not required to work on a holiday and who qualifies under the provisions of clause 17.04, shall be entitled to holiday pay as defined in clause 17.03.
- 17.06** An employee who is required to work on a holiday as set out in clause 17.01 and who qualifies under the provisions of clause 17.04 shall be paid time and one-half (1 ½) for all hours worked on such holiday and in addition will receive a lieu day off with pay. Where the lieu day cannot be granted by the Employer, the employee shall be paid the holiday pay.
- 17.07** An employee who is scheduled to work on a paid holiday and who fails to do so, shall lose his entitlement to holiday pay unless the employee provides an acceptable reason for such absence to the Employer.
- 17.08** When any of the Holidays stated in 17.01(a) falls on other than a regular working day, the next regular working day will be designated as a holiday for W.J. Griffis Children's Centre and the ARC Centre,
- 17.09** Where one of the above-named paid holidays falls during an employee's approved vacation period and such employee is on vacation, he shall be permitted, at a time designated by the Employer, an extra day's vacation.
- 17.10** Employees shall not be entitled to receive both sick pay and pay for a paid holiday and employees shall not be entitled to receive both compensation from the Workplace Safety and Insurance Board and pay for a paid holiday.

## **ARTICLE 18            VACATION**

- 18.01** Vacations may be taken throughout the calendar year but the Supervisor of the support service concerned will make the final decision as to the time that **any** employee will take his vacation after consideration has been given to the preference of the employee, seniority and service requirements of the Employer. Preference of employees for vacation times will be indicated to the Supervisor of the support service concerned in writing by the employees.

Vacations must be taken in a block of minimum of five (5) days.

Vacations may be accumulated from one vacation year to the next with the consent of the Employer. Such request shall be given consideration in accordance with the individual circumstances but the decision of the Executive Director shall be final.

**18.02**

One (1) year or more of service but less than three (3) years of continuous service.	1¼ working days for each month of completed continuous service in the anniversary year of the employee.
After three (3) full years of continuous service but less than ten (10) full years of continuous service,	1⅔ working days for each month of completed continuous service in the anniversary year of the employee.
After ten (10) full years of continuous service but less than twenty (20) full years of continuous service.	2¼ working days for each month of completed continuous service in the anniversary year of the employee.

**NOTE:**

Those regular full-time employees who were on the seniority list of the Employer as of December 31, 1985, and who had earned and accumulated or were in the process of earning and accumulating thirty (30) working days of vacation shall be entitled to continue to earn vacation credits at the same rate, but this clause shall not apply to any employees hired after December 31, 1985.

**18.03** No vacation credits shall be earned by a regular fulltime employee for any period of absence (including sick leave, workers' compensation, long-term disability or leave of absence) which exceeds sixty (60) days. If an employee works less than 1525 hours in his anniversary year, he will receive vacation pay based on a percentage of gross salary for work performed on the following basis:

two (2) week entitlement	4%
three (3) week entitlement	6.5%
four (4) week entitlement	8.5%
five (5) week entitlement	10.50%

**NOTE:**

For those employees only who have attained or are in the process of attaining a six (6) week entitlement as of December 31, 1985, in accordance with the NOTE to clause 18.02.

six (6) week entitlement	12%
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At the employer's option, a part time employee shall be entitled each year to an unpaid leave of absence on a pro-rata basis in direct proportion to the time outlined in 18.03. Part time employees may request this time off throughout the year. Such time off may be approved by the Employer subject at all times to ensure continuity of support and efficient operation of the organization.

Regular part time employees shall have the choice of having vacation pay paid on each cheque or have a pre-determined fixed amount of vacation pay deposited into a separate account for financial planning purposes,

- 18.04 Vacation pay shall be calculated at the employee's basic hourly rate of pay exclusive of premiums for each day of vacation taken.
- 18.05 An employee who has completed twelve (12) or more months of continuous months of service shall be paid for any earned and unused vacation standing to his credit at the date he ceases to be an employee or at the date he qualifies for payment under the Long Term Disability Income Plan, and any *salary* paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 18.06 If an employee is hospitalized during the period of her\ his vacation, she\he shall be granted sick leave for the period of such hospitalization and convalescence as is required and\or recommended by the employees attending physician. The employee shall provide proper documentation of such hospitalization and any continued convalescence shall be supported by a physician's written recommendation. Rescheduling of vacation shall be subject Articles 1.04 (c) and 18.

## ARTICLE 19 LEAVE OF ABSENCE

### 19.01 General Leave:

The Employer may grant leave of absence without pay to an employee. Request for leave of absence shall be made in writing to the Executive Director. Permission for such leave of absence without pay shall be at the complete discretion of the Employer.

19.02 During an employee's leave of absence without pay which exceeds thirty (30) days, he will not accumulate service for purposes of vacation entitlement, sick leave benefit and *salary* increment for the period of the absence. In addition, the employee will become responsible for the full payment of subsidized employee benefits in which he is participating for the period of the absence.

### 19.03 Pregnancy - Parental and Adoption Leave:

Pregnancy and parental leave will be granted to employees under the terms and in compliance with:

- i The Employment Standards Act, Revised Statutes 1990, c.E. 14 .137; and
- ii The Employment Insurance Act, assented June 20, 1997 section 12.

### 19.04 Jury Duty:

If an employee is required to serve as a juror, or as a witness in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that he will be required to attend court;
- b) Presents proof of service requiring the employee's attendance;
- c) Promptly repays the amount other than expenses paid to the employee for such services or attendance to the Employer;

**19.05** Bereavement Leave:

- a) The Employer shall pay a full-time employee up to five (5) days' pay at the employee's regular, hourly rate of pay for all regular time lost in the event of the death of an employee's spouse, parent, mother-in-law, father-in-law, child, step-child, stepfather, stepmother, stepbrother, stepsister, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, ward or guardian.
- b) During the seven day period commencing with the day of the death, a **part** time employee who is otherwise scheduled to **work** shall be entitled to five (5) scheduled shifts off with pay in the event of the death of **an** employee's spouse, parent, mother-in-law, father-in-law, child, step-child, stepfather, stepmother, stepbrother, stepsister, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, ward or guardian.
- c) In the event of the death of an aunt, uncle, niece, or nephew, a full time employee or a part time employee who **is** otherwise scheduled to work shall be granted one day off with **pay** to attend the funeral.
- d) Full and part time employees may hold one (1) of the five (5) days for the purpose of attending the service (i.e. funeral) for a **six** (6) month period beginning with the date of death.

**19.06** Mental Health Days:

The Executive Director or his designate may grant an employee leave of absence with pay for not more than three (3) days in a year, to be deducted from accumulated sick leave credits upon receipt of a medical certificate acceptable to the Employer and confirming the employee's stress,

**19.07** Leave For Union Activities:

Upon at least fourteen (14) days written notice by the Union, leave of absence with pay and without accumulation of credits (earned vacation and seniority) may be granted for the purpose of conducting Union business provided that:

- a)
  - i up to a total of twenty (20) days in the calendar year for all employees is utilized; and
  - ii no more than two (2) employees from the same location shall be entitled to such leave at the same time; and

- iii such leave shall not unduly interfere with the operating requirements of the Employer which decision shall be exercised by the Employer solely; and
  - iv the Union will reimburse the Employer for the pay of employees granted leave under this Article
- b) 1 Upon request by the Union, confirmed in writing and provided that two (2) weeks, notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Officers of the Union, for the purpose of conducting the internal business affairs of the union.
- ii Leave of absence with no loss of pay and with no loss of credits shall be granted to accommodate reasonable travel time.
  - iii When an employee is elected as the Union's President or First Vice-president the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence without pay and without benefits shall be granted for the duration of the current term of office.
  - iv The employee shall discuss any required leave under these sections with the Employer at the earliest opportunity.
  - v All requests for leave of absence permitted in these sections shall be sent to the Executive Director of the Association.

## **ARTICLE 20                      PAYMENT OF WAGES**

- 20.01** The Employer shall pay salaries and wages in accordance with Schedule "B" attached hereto and forming part of this Agreement.
- 20.02** Employees will have their pay cheques deposited in a bank or credit union of their choice in the City of Thunder Bay.

## **ARTICLE 21                      WELFARE BENEFITS AND INSURANCE**

- 21.01** The Association will continue to contribute for regular full-time employees as follows:
- a) to the Extended Health Care Plan an amount equal to 100% of the present billed premium for supplemental health care according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement;
  - b) to the Dental Plan an amount equal to 100% of the present billed premium for dental insurance according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement;



- c) to the Life Insurance Plan an amount equal to 100% of the present billed premium for life insurance coverage according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement;
- d) to the Vision Care Plan an amount equal to 100 % of the present billed premium for a vision care plan according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement;
- e) to the Long-Term Disability Plan the employee shall contribute an amount equal to 100% of the present billed premium for a long-term disability plan according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement.

**21.02** The Employer shall have the right to select or change any of the carriers in respect of any of the above benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained.

**21.03** Any dispute over payment of benefits under such plans or policies shall be adjusted solely between the employee and the insurer concerned and the Employer's obligation shall be solely restricted to the payment of the premium and the Employer shall not in any way be liable or responsible if the insurer shall deny payment.

**21.04** The Employer's portion of any of the benefits set out in clause 21.01 shall continue, for each employee who is on leave for sickness or injury, until the exhaustion of his sick leave credits. After such time, the employee is responsible for the entirety of all of the fringe benefits set out in this Article.

**21.05** The Employer agrees, in the event of lay-off that employees so affected may continue benefit coverage in the Extended Health Care Plan at no cost to the Employer until the end of the month following the policy month in which the lay-off starts. Coverage in the Dental Plan will cease upon lay-off. In the event that an employee has a course of treatment approved by the Insurance Company prior to lay-off, that course of treatment will be covered under the Plan. Employees who elect to continue benefit coverage must submit the total contributions required (Employer and employee portions) by the 15th of the month prior to the month in which such premiums are due.

**21.06** The Employer acknowledges the formation and existence of a Group R.R.S.P. which is made available to all permanent full and part time employees.

## **ARTICLE 22                      SICK LEAVE**

**22.01** Sick leave means the period of time when a regular, full-time employee is permitted to be absent from work with full pay due to illness or accident rendering him unable to perform his regular duties as an employee and not compensable under The Workplace Safety and Insurance Act.

**22.02** Sick leave will be earned on the following basis:  
           One and one-half (1½) days (for those who are based on a 70 hour pay period, 10.5 hours/month worked, for those who are based on an 80 hour pay period, 12.0 hours/month

worked) for each full calendar month worked for the organization to a maximum of one hundred and eighty (180) days. In no case shall any sick-leave credits be payable upon the termination of employment, retirement, or death of the employee.

- 22.03** Any illness or disability of more than five (5) consecutive working days must be validated by a certificate from a duly-qualified medical practitioner unless waived by the Employer.
- 22.04** After a prolonged illness or disability of one (1) month's duration, a doctor's certificate of fitness may be required before an employee is permitted to return to work.
- 22.05** **An** employee who is unable to report to work due to illness or disability shall notify a designated person within two (2) hours of the time that he was due to report to work. The Association shall indicate who is the designated person in each work location. Failure to so report will result in an absence without pay unless there are mitigating circumstances which, in the opinion of the Association, justify the failure to notify.
- 22.06** Where **an** employee has abused his sick leave or in the case of frequent absences, the Executive' Director may, at his discretion, require a doctor's certificate regardless of the length of any one absence.

## **ARTICLE 23                    KILOMETRAGE**

- 23.01** Employees authorized to use a vehicle to perform the business of the Employer, the Employer shall pay \$.33 per kilometer for the first 400 kilometers in one month; the next 200 kilometers will be paid at \$.31 per kilometer; and the next 300 kilometers will be paid at \$.25 per kilometer.

## **ARTICLE 24                    WEALTH & SAFETY COMMITTEE**

- 24.01** The Employer agrees to establish and maintain one joint Health and Safety Committee in accordance with the provisions of The Occupational Health and Safety Act R.S.O. 1990 c.O.1, and amendments thereto. The Committee shall be comprised of four (4) representatives from the Union and four (4) representatives from the Employer.
- 24.02** The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 24.03** The Employer agrees to reimburse the amount of \$100.00 per year to employees in the woodworking shop and the maintenance worker for the purchase of safety boots.

## **ARTICLE 25 PERSONNEL FILE**

**25.01** An employee shall have the right to have access to, and to review his/her personnel file in the presence of designated human resources staff. An employee shall have the right to make copies, at her/his own expense, of any material contained in her/his personnel file with the exception of reference documents relative to the individual's application to employment. All such reviews shall be arranged by appointment.

If an employee disagrees with any information contained in their personnel record, they may file a rebuttal to the same to be placed in their personnel record.

**At** the request of the employee, any letter of reprimand suspension or other sanction will be removed from the record/files of an employee two (2) years following the receipt of such a letter, suspension or other sanction provided that the employee's record/file have been clear of similar offenses for the past two (2) years.

## **ARTICLE 26 BULLETIN BOARDS**

**26.01** The Employer agrees to allow the Union access to existing bulletin boards for the posting of Union notices but the Employer shall retain the right, in its discretion, to remove any notices which it considers might be considered offensive.

## **ARTICLE 27 GENERAL**

### ***Changes in Classification***

**27.01** The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When a new job is created, or when there is substantial change made to the content of an existing job classification, the rate of pay for the new job classification will be subject to negotiation between parties. 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.

### ***Retroactivity***

- 27.02**
- a) All terms of the Collective Agreement and Letters of Understanding shall be effective on the Date of Ratification unless specifically noted to the contrary.
  - b) It is agreed that the current formula of union dues deduction will be applied to all retroactive wage increases which are part of this Memorandum of Agreement,

**Copies of the Agreement**

27.03 The Employer and the Union agree to share the cost of reproducing this Agreement and shall agree, in advance, to the format and the number of copies required.

**ARTICLE 28 DURATION OF AGREEMENT**

28.01 This 3 year Agreement shall become effective on the 1<sup>st</sup> day of April 2005, and shall remain in full force and effect until the 31<sup>st</sup> day of March 2008, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before the 31<sup>st</sup> day of March in any year thereafter in which this Agreement continues to remain in effect.

**ARTICLE 29 MASCULINE/FEMININE PRONOUN**

Whenever the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine gender.

**END OF ARTICLES**

THIS AGREEMENT is hereby duly executed by the said parties this 29<sup>th</sup> day of MARCH, 2006.

COMMUNITY LIVING THUNDER BAY	ONTARIO PUBLIC SERVICE EMPLOYEES UNION
PER <i>K.J. Pickard</i>	PER <i>B. Brown-Schmand</i>
PER <i>D. B. B. B.</i>	PER <i>Just Bedard</i>
PER <i>A. Broere</i>	PER <i>Cole Th</i>
PER <i>W. Lopez</i>	PER <i>Jam Pully</i>
PER	PER <i>Mooney</i>

*Leah [Signature]*

## SCHEDULE "A" – PART TIME EMPLOYEES

The following Articles shall apply to regular, part-time employees:

Article 1.01, 1.03, 1.06

“ 2.01, 3.01, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07

“ 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11

“ 6.01, 6.02

“ 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08, 7.09, 7.10, 7.11, 7.12, 7.13, 7.14

“ 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07

“ 9.01, 9.02

“ 10.01, 10.02, 10.03, 10.04, 10.05, 10.06

“ 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07

“ 12.01, 12.02, 12.03, 13.01, 13.02, 13.03

“ 14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12, 14.13

“ 15.02, 15.03, 15.04, 15.05; 16.01, 16.02

“ 18.03; 19.03, 19.04, 19.05, 19.07

“ 20.01, 20.02, 21.07, 23.01; 24.01, 24.02, 24.03

“ 25.01, 26.01, 27.01, 27.02, 27.03, 28.01

Regular part-time employees shall receive in lieu of all fringe benefits, including holiday pay, (being those benefits to an employee, paid in whole or in **part** by the Employer, as **part** of direct compensation or otherwise, save and except salary, vacation pay, jury and witness duty, and bereavement **pay**) an amount equal to eight (8%) per cent of his regular straight time hourly rate for all straight time and hours paid.

## SCHEDULE "B" – WAGES

Position	Hourly Rates		
	<i>April 1, 2005</i>	<i>April 1, 2006</i>	<i>April 1, 2007</i>
1 <sup>st</sup> Level	17.06	17.23	17.41
2 <sup>nd</sup> Level	17.39	17.56	17.74
3 <sup>rd</sup> Level	17.77	17.95	18.13
<b>Part Time Support Worker</b>			
1 <sup>st</sup> Level	16.24	16.40	16.57
2 <sup>nd</sup> Level	16.65	16.81	16.98
3 <sup>rd</sup> Level	17.06	17.23	17.41
<b>Night Support Worker</b>			
Night Support Worker	7.50	7.58	7.65
<b>Casual Support Worker</b>			
Casual Support Worker	12.66	12.78	12.91
Maintenance Worker	17.77	17.98	18.13
<b>Resource Teacher</b>	18.04	18.22	18.40
<b>Full Time Teachers</b>			
1 <sup>st</sup> Level	17.06	17.23	17.41
2 <sup>nd</sup> Level	17.39	17.56	17.74
3 <sup>rd</sup> Level	17.77	17.95	18.13
<b>Part Time Teachers</b>			
1 <sup>st</sup> Level	17.06	17.23	17.41
2 <sup>nd</sup> Level	17.39	17.56	17.74
3 <sup>rd</sup> Level	17.77	17.95	18.13
Casual Teacher	15.10	15.25	15.41
Cook	15.81	15.97	16.13
P/T Cleaner	12.65	12.77	12.90

## **SCHEDULE "C" – NIGHT SUPPORT**

The following Articles shall apply to regular night support worker employees:

- Article 1.01, 1.03
- “ 2.01, 3.01, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07
- “ 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11
- “ 6.01, 6.02
- “ 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08, 7.09, 7.10, 7.11, 7.12, 7.13, 7.14
- “ 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07
- 9.01, 9.02
- “ 10.01, 10.02, 10.03, 10.04, 10.05, 10.06
- “ 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07
- “ 12.01, 12.02, 12.03
- “ 13.01, 13.02, 13.03
- “ 14.01, 14.02, 14.03, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11, 14.12, 14.13
- “ 15.02, 15.03, 15.04, 15.05
- “ 16.01, 16.02
- “ 18.03
- “ 19.03, 19.04, 19.07
- “ 20.01, 20.02, 23.01, 24.01, 24.02, 24.03, 25.01, 26.01
- “ 27.01, 27.02, 27.03, 28.01

Regular night support worker employees shall receive an amount equal to four (4%) percent of her/his regular straight time hourly rate in lieu of all fringe benefits.

# LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING (A) - JOB POSTING

### LETTER OF UNDERSTANDING

BETWEEN:

COMMUNITY LIVING THUNDER BAY


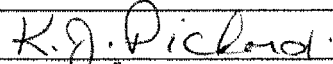

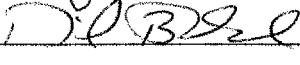
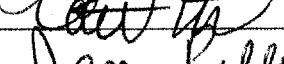

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

LOCAL 740

Job postings shall specify the service location to which it is anticipated the successful applicant will first report. However, the parties agree that the Employer may unilaterally change the service location at any time within its sole discretion.

Dated at Thunder Bay this 29<sup>th</sup> day of MARCH, 20056

For the Union	For the Organization
	
	
	
	



**LETTER OF UNDERSTANDING (B) – FLOATING HOLIDAY FOR PART-TIME**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**COMMUNITY LIVING THUNDER BAY**

**-AND-**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**LOCAL 740**

The parties hereby agree that **Part** Time Employees shall be provided with one (1) Floating Holiday **per** year to be utilized as such at a time mutually agreeable to the Employee and her\his Supervisor.

Should the cost of such Floaters adversely affect the fiscal condition of the organization and thereby the services and supports provided, the Parties agree to meet to discuss such effects and methods by which adequate supports may be maintained.

The length of such a Floater shall be deemed to be eight (8) hours at her\his regular straight time wage rate to commence April 01, 1995.

**Part** Time Employees may be permitted to carry over a Floater not utilized in any given year to a maximum of six (6) days.

For the Union	For the Organization
<i>R. B. ... Schmal</i>	<i>K. J. Pickard</i>
<i>Paul Bedard</i>	<i>D. P. Bell</i>
<i>[Signature]</i>	<i>A. Brown</i>
<i>Jan Kelly</i>	<i>[Signature]</i>

**LETTER OF UNDERSTANDING(C) – CONTRACTING OUT**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**COMMUNITY LIVING THUNDER BAY**

**-AND-**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**LOCAL 740**

The Employer agrees that non bargaining unit employees may only perform bargaining unit work when qualified bargaining Unit employees are not available.

Dated at Thunder Bay this 29<sup>th</sup> day of MARCH, 2008

<i>Robynne - Johnson</i>	<i>K. J. Pickard</i>
<i>Just Beeland</i>	<i>D. D. B. B.</i>
<i>John [unclear]</i>	<i>Abner</i>
<i>Jan Kelly</i>	<i>W. Coppola</i>

**LETTER OF UNDERSTANDING (D) – W.J. GRIFFIS CHILDREN'S CENTRE  
START-UP DAYS**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**COMMUNITY LIVING THUNDER BAY**

**-AND-**

**ONTARIO PUBLIC SERVICE EMPLOYEES W O N**

**LOCAL 740**

The W.J. Griffis Children's Centre employees shall be paid a minimum of two days' pay for re-organization prior to the start-up of the new school year, provided that the cost of these two days does not adversely affect the financial condition of the W.J. Griffis Children's Centre. This decision shall be at the sole discretion of the Director of the Day Services.

Dated at Thunder Bay this 29<sup>th</sup> day of MARCH, 20056

For the Union	For the Organization
<i>R. Bagnall - Abraham</i>	<i>K. J. Pickard</i>
<i>David Beeland</i>	<i>J. D. B. B. B.</i>
<i>[Signature]</i>	<i>A. Brown</i>
<i>Jan Kelly</i>	<i>[Signature]</i>

**LETTER OF UNDERSTANDING (E) – HEAD TEACHER**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**COMMUNITY LIVING THUNDER BAY**

**-AND-**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**LOCAL 740**

A Head Teacher position is created with a job description including duties assigned to Resource Teacher/Teacher position and additional responsibilities assigned to the Head Teacher position,

The candidate will be appointed to the position by the Director of Day Services,

The hourly rate for the Head Teacher will be the Full Time Teacher rate plus \$1.50.

Continuation of the position will be evaluated after one year of signing of the Letter of Understanding.

Either party may end the position with two weeks notice.

Dated at Thunder Bay this 29th of MARCH, 2005.

For the Union	For the Organization
<i>Rhonda Khanel</i>	<i>K. J. Pickard</i>
<i>Just Bedard</i>	<i>D. B. B. B.</i>
<i>John Puley</i>	<i>A. Brown</i>
	<i>J. Cappel</i>

**LETTER OF UNDERSTANDING (F) – WAGE RE-OPENER**

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**COMMUNITY LIVING THUNDER BAY**

**-AND-**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**LOCAL 740**

In the event that the Ministry of Community and Social Services provides increased annualized funding for wages in excess of 1% (calculated as set out below) for the fiscal year ending March 31, 2007 or for the fiscal year ending March 31, 2008, there shall be a wage re-opener for the year in question, limited to wage rates, upon receipt of the increased annualized funding for wages from the Ministry.

The percentage increase in annualized funding for wages shall be the ratio of:

- a) the amount of increased annualized funding for wages for the fiscal year ending March 31, 2007 or for the fiscal year ending March 31, 2008

DIVIDED BY

- b) The Employer's total payroll expenditures (including wages, employee benefit costs, WSIB costs, RRSP contributions and mandatory employer deductions and/or payments in the fiscal year.

In the event of a wage re-opener, wages shall be increased by an amount equal to the percentage increase in annualized funding (calculated as set out above) for the fiscal year in question less 1%.

It is agreed that there will be no wage re-opener in any year in which there is no increase in the annualized funding for wages.

It is agreed that the inclusion of this wage re-opener provision shall in no way affect the operation or enforceability of Article 6 of this Collective Agreement during the period **April 1, 2005 to March 31, 2008.**

Dated at Thunder Bay this 29<sup>th</sup> day of MARCH, 2008

For the Union	For the Organization
<i>Shamir Ahmad</i>	<i>R. J. Pickard</i>
<i>Justin Bogdan</i>	<i>D. O'Brien</i>
<i>John [unclear]</i>	<i>ABroce</i>
<i>Jan Riley</i>	<i>L.V. Coppola</i>