

SOURCE	Comp		
Wages EFF.	97	09	01
TERM.	99	08	31
No. OF EMPLOYEES	260		
NOMBRE D'EMPLOYÉS	JF		

**COLLECTIVE  
AGREEMENT**

**between**

**Ontario Public Service Employees Union  
and its Local 251**

**AND**

**Community Living Mississauga  
Full-time and Part-time**

**Expiry: August 31, 1999**

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**ARTICLE 1 - PURPOSE**

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees, and to settle amicably differences or grievances which may arise from time to time hereunder in a manner hereinafter set out.
- 1.02 All references to the masculine gender in this Agreement shall also be read in the feminine gender or vice versa, wherever the context so requires.

**ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 The Employer agrees to recognize the Union as the exclusive bargaining agent for all employees of Community Living Mississauga operating in or out of Mississauga, Ontario, save and except the Executive Director, Administrative Assistants, Directors, Managers/Co-ordinators, Supervisors, Registered Nurses employed in a nursing capacity, persons employed for definite term or task provided that the term or task is no longer than twelve (12) months, persons working under special needs agreements and individuals with a disability who receive a wage and who are clients of Community Living Mississauga.
- 2.02 The term "employee" or "employees" as used in the Agreement, shall mean only those employees who are included in the bargaining unit as defined in Article 2.01 above and as reflected in Article 24.

**ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practised by any of its representatives because of membership or non-membership in the Union, and that there will be no Union activity, or solicitation for membership on the Employer's premises, except with a written permission of the Employer or as specifically provided for in this Agreement.

**ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 The Employer shall not cause or direct any lockout of its employees and the Union shall not cause, direct or consent to any strike or other cessation of work, refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees to restrict or limit the operations of the Employer.

**ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 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, enforce and alter from time to time rules and regulations to be observed by all employees;
- (d) Determine in the interest of efficient operation and highest standards of services; classifications, and hours of work, work assignments, methods of doing the work, and the working establishment for any service and the standards of performance for all employees;
- (e) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith.

This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, and the increase or reduction of personnel in any particular area.

**ARTICLE 6 - UNION SECURITY**

6.01 It is agreed that an employee may exercise or refrain from exercising his right to become a member of the Union or may cease to be a member of the Union.

6.02 The Employer agrees to deduct from the wages due to each employee covered by this Agreement a sum equal to the regular Union dues payable by the members of the Union. The Employer shall remit the amount so deducted to The OPSEU, 100 Lesmill Road, North York, Ontario M3B 3P8 to the attention of the Director of Financial Administration by the twentieth (20th) day of the month next following deduction along with a list of the names of the employees from whose pay the deductions have been made. The amount of the Union dues deducted from each employee pursuant to this Article shall be included on the employee's T-4 slip.

- 6.03 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.
- 6.04 The Union shall advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 6.05 (a) Basic salary and therefore, the base for determining whether or not dues are to be deducted, is to be calculated on any increases whether obtained by direct negotiations, interest arbitrations, rights arbitration, pay equity settlements, major reclassifications or by any other method which produces retroactive salary increases.
- (b) It is agreed that the current formula of union dues deduction will be applied to all retroactive wage increases.

#### **ARTICLE 7 - UNION REPRESENTATION**

- 7.01 The Employer acknowledges the right of the Union to appoint or elect from amongst employees in the active employ of the Employer who have completed their probationary period and who are covered by this Agreement, six (6) Stewards, one (1) of whom shall be the Chief Steward.

The function of these stewards shall be to assist employees in the processing of any grievance which may properly arise under the provisions of this Agreement.

The Union will notify the Employer of the names of the Stewards in writing before the Employer shall be required to recognize the same.

- 7.02 The Union recognizes and agrees that the stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the stewards during working hours, in order to assist an employee in presenting his grievance. In accordance with this understanding, the Employer agrees to compensate the stewards at their regular working hours when servicing grievances hereunder, provided that the stewards first obtain the permission of their supervisors before absenting themselves from their duties, which permission shall not be unreasonably withheld. The Employer reserves the right to limit the time spent in servicing a grievance if it deems the time taken to be excessive

7.03 The Employer agrees to recognize a grievance committee consisting of the Chief Steward and one other steward, as the Union may determine from time to time to attend meetings in accordance with the grievance procedure.

7.04 The Employer agrees to recognize a negotiating committee composed of up to three (3) employees in the active employ of the Employer to represent the Union, who shall be paid up to but not including conciliation, whose function shall be to negotiate renewals of this Collective Agreement as provided for in Article 25. In addition, the Negotiating Committee may include a full-time staff member of the Union.

7.05 Labour Management Committee

The Employer and the Union shall each name three (3) employees in the active employ of the Employer to the Labour Management Committee which shall meet not less than three times per calendar year at mutually agreed upon times by the parties. The purpose of the meetings will be to discuss matters of mutual concern to those in attendance. It is expressly understood that any individual matter which could be processed pursuant to the grievance or arbitration procedures provided under this Agreement shall not be discussed at these meetings. Either the Union or Management by mutual agreement may bring in further representatives.

7.06 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the authorized member of the Union and the local regional office. The Union shall inform the Employer in writing of the name and address of the authorized member of the Union and of any changes as they occur. All correspondence for the Union to the Employer arising out of this agreement shall be forwarded to the Executive Director or designate.

7.07 The Employer agrees to supply to the Union in writing, the name, work location if known, starting salary and classification of each new employee.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 It is the mutual desire of the parties to this Agreement that the complaint of any employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he has first discussed his complaint with his immediate supervisor and afforded him an opportunity to endeavour to settle the complaint. In the event the supervisor with whom the complaint is being discussed requests the presence of an additional managerial person or persons, the employee may, if he wishes, be accompanied by his Steward. Such additional managerial person(s) and the Union Steward shall act as observers. Failing settlement then:

**8.02 STEP I:**

Any complaint or grievance arising under this Agreement relating to the interpretation, application or alleged violation of the Agreement shall be submitted in writing signed by him to the Director of Service within seven (7) working days after the circumstances giving rise to the grievance have occurred or originated. The employee may, if he wishes be accompanied by his steward. The nature of the grievance, the remedy sought and the sections of the Agreement which are alleged to have been violated, shall be set out in the grievance on the prescribed form. Any grievance not submitted within the time limits provided herein shall be deemed to have been settled. The written decision of the Director of Service shall be received within six (6) working days following the day on which the grievance was presented to him.

**STEP II:**

Within five (5) working days following the receipt of the decision under Step I, the employee shall submit the written grievance to the Executive Director or his designate. The Executive Director or his designate will meet with the Grievance Committee and review the grievance. The parties shall endeavour to convene a meeting within ten (10) working days of the submission of the grievance to this step. The Executive Director may request the presence of a consultant at this meeting as may the Union. The written decision of the Executive Director will be received within six (6) working days from the date on which the grievance meeting was convened. In the event the decision of the Executive Director is not satisfactory to the grievor, the grievor may refer the matter to Arbitration in accordance with the provisions of this Agreement. If no written request for Arbitration is received within seven (7) working days from the date of the receipt of the decision under this Step, the grievance shall be deemed to be settled.

**8.03** It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step II above within five (5) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this Section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed.

**8.04** All agreements reached under the grievance procedure between the representatives of the Employer and the representatives for the Union, shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedures and the arbitration procedure, shall be construed as mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing the parties may agree to waive or extend any of the time limits established in this grievance procedure.

However, any such agreement shall be in writing and acknowledged by the parties.

- 8.05 For all purposes of this Agreement the words "reach", "receipt" or "received" shall mean when delivered by hand and signed for, or twenty four (24) hours after being sent by Priority Post or Courier.
- 8.06 In the event an employee is called to a meeting at which a discharge will be implemented, the employee shall have the right to have his steward present if he so wishes.
- 8.07 For the purposes of the grievance and arbitration provisions, the words "working days" shall not include Saturdays, Sundays or paid holidays.

#### **ARTICLE 9 - DISCHARGE**

- 9.01 A claim by an employee who has completed his probationary period, that he has been unjustly discharged, shall be treated as a special grievance if a written statement of such grievance is lodged at Step II of article 8.02 of the grievance procedure within five (5) working days after the date of such discharge, and the time limit set out with respect to that Step shall appropriately apply.
- 9.02 Such special grievance may be settled under the grievance and arbitration procedures by:
- a) confirming the Employer's action in discharging the employee;
  - b) reinstating the employee with full compensation and seniority for the time lost; or
  - c) by another arrangement which is just in the opinion of the parties or the arbitration board if appointed.
- 9.03 A copy of any recorded warning or any other disciplinary action will be given to the employee concerned. In the event that an employee who has completed his probationary period is discharged, such action shall be confirmed in writing to the employee and a copy sent to the union, if the employee so requests in writing.

#### **ARTICLE 10 - ARBITRATION**

- 10.01 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as set forth below. If no written request for arbitration is received within seven (7) working days from the date of the receipt of the decision under Step II above, the grievance shall be deemed to have been settled.



- 10.02 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time nominate an arbitrator to the Board of Arbitration. Within fifteen (15) working days thereafter, the other party shall nominate an arbitrator and notify the other party. The two arbitrators so appointed shall confer immediately and attempt to select by agreement a chairman for the Board of Arbitration within fifteen (15) working days from the date the other party has nominated its arbitrator, If they are unable to agree on such a chairman, they should then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 10.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 10.04 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter shall be dealt within arbitration which has not been properly carried through all the previous steps of the grievance procedure unless mutually agreed upon in writing by the parties.
- 10.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union and the employees.
- 10.06 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties shall jointly bear the fees and expenses of the chairman of the Arbitration Board.
- 10.07 The parties may agree to extend or waive any of the time limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.
- 10.08 Sole Arbitrator:

Notwithstanding the foregoing provisions of this Article, the Employer and the union may mutually agree in writing to the appointment of a single arbitrator satisfactory to both parties in which case, such arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms of this Article.

#### **ARTICLE 11 - BULLETIN BOARDS**

- 11.01 The Employer shall provide space on bulletin boards in the workshop, Head Office and in mutually satisfactory locations for the convenience of the Union in posting notices of Union activity. In work locations where a bulletin board is not provided, notices of Union activity may be placed in a binder. Further, notices of Union activity may be placed on

the Employee Information Line. All such notices must be signed by the proper officer of the Union and submitted to the Employer for approval in writing before being posted, placed in the binder or on the Employee Information Line.

## **ARTICLE 12 - SENIORITY**

- 12.01 Seniority, as referred to in this Agreement, shall mean the length of continuous service and be based upon days worked since the last hiring by the Employer. An employee who is off work for a compensable injury to a maximum of ninety (90) days, pregnancy and parental leave as defined in the Employment Standards Act or paid sick leave shall not have his seniority date adjusted.
- 12.02 An employee will be considered on probation and will not be subject to the seniority provisions of the Agreement, nor shall his name be placed on the seniority list until after such time as he has completed one hundred twenty (120) days worked with the Employer, provided that the Employer, in its discretion, may extend the probationary period to one hundred-eighty (180) days worked. It is expressly understood, however, that the extension of the probationary period is not subject to the grievance procedure. The Union will be advised of any extension of the probationary period provided for in this provision. The lay off or dismissal of a probationary employee shall not be made the subject of a grievance.
- 12.03 A seniority list showing the names of the employees who have completed the probationary period shall be established for employees covered by this Agreement. Such seniority list shall be updated annually and posted on all mutually agreed upon bulletin boards. A copy shall be supplied to the local Union president at the time of initial posting and subsequent revision.
- 12.04 Seniority shall be lost and an employee shall be deemed to have terminated his employment with the Employer if he:
- a) voluntarily quits his employment;
  - b) is discharged;
  - c) fails to report to work within seven (7) days after receipt of the notice of recall at his last address on record with the Employer;
  - d) is laid off for a period in excess of twelve (12) months;
  - e) fails to report for work upon the expiration of any leave of absence granted to him;
  - f) utilizes a leave of absence for a purpose other than that for which it was granted;

- g) retires or is retired;
  - h) is absent from work for more than three (3) scheduled working days without notifying and obtaining the permission of the Employer or unless the employee is able to provide an explanation acceptable to the Employer.
- 12.05 It shall be the responsibility of the employee to keep the Employer informed of his current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

### **ARTICLE 13 - JOB POSTING**

- 13.01 The Employer agrees to post notices of all permanent full-time vacancies within the bargaining unit and notices of new permanent full-time positions established within the bargaining unit for a period of five (5) working days from the date received at the work location where the notice is posted. Such posting shall stipulate the nature of the position, Team Designation/Location where applicable, title and salary range. Such notices shall be posted in the workshop, Head Office, and on the Employee Information Line. It is understood that this posting provision applies only to the filling of the first vacancy created by an employee who successfully bids for a new position hereunder, but does not apply to any subsequent vacancies created. A full-time employee who applies for a part-time position shall have his application kept on file by the Human Resources Department for a period of sixty (60) days from the date of submission of the application. Such applicants will be notified of any part-time positions that become vacant within such sixty (60) day period.
- 13.02 Until the vacancy is filled from the job posting provisions, the Employer is free to fill the vacancy or new position on a temporary basis. The Employer shall endeavour to fill the job on a permanent basis as soon as reasonably possible.
- 13.03 If in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the skills, ability, experience, training and perceived ability to relate to the client groups are relatively equal between two or more employees, seniority shall be the directing factor when decisions are made with regard to promotions within the bargaining unit.
- 13.04 Notwithstanding Article 13.03, if no written applications are received by 5:00 p.m. on the fifth (5th) day of posting, or if none of the applicants have the required skills, ability, training and perceived ability to relate to client groups, the Employer may fill the new job or vacancy from either within or outside the bargaining unit.
- 13.05 Except as provided in Article 13.06, it is understood that only employees who have completed their probationary period plus an additional nine (9) months of employment

with the Employer may bid for the job postings hereunder, unless mutually agreed upon in writing by the parties. If an employee successfully bids for a job hereunder, he will not be eligible for a new posted job for a period of nine (9) months unless mutually agreed upon in writing by the parties.

- 13.06 In the event that a job is not filled through the posting provisions and a probationary employee wishes to apply for such job, it is understood, that such probationary employee, if selected for the job, which selection shall be at the sole discretion of the Employer and not subject to the grievance procedure, shall remain on probation until he has completed a minimum of three (3) calendar months service with the Employer in the new job position which three (3) calendar months may exceed the probationary period outlined in Article 12.02 and Article 24.01 hereof,
- 13.07 An employee who successfully bids for a job promotion or transfer shall be given a trial period of up to three (3) months. At any time during the trial period, if either the Employer or the employee determine that the employee does not have the skills or ability to perform the job or cannot meet the requirements of the job, the employee shall be returned to either his former job and pay or a job similar to his former job and pay within the service as soon as such a position becomes vacant. It is agreed that the decision of the Employer under this Article shall not be made the subject of a grievance, however, before any action is taken by the Employer under this Article, should the employee affected wish to discuss the Employer's decision, the Executive Director or his designate agrees to meet with the employee concerned. The employee may be accompanied at such meeting by his Union representative if he so desires.

#### **ARTICLE 14 - LAY OFF AND RECALL**

- 14.01 In the event that a reduction of the work force is required, the Employer agrees to lay off employees in reverse order of seniority provided that in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, employees who remain on the basis of seniority are willing and best qualified to do the work available.
- 14.02 When recalling employees after a lay off, those last to be laid off will be the first to be recalled provided that in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the employee to be recalled is willing and best qualified to do the work to which he is assigned.
- 14.03 The Employer agrees to notify the Union prior to the lay off of members of the bargaining unit.
- 14.04 The Employer agrees to recall employees on lay off, provided they are willing and best qualified to do the work to which they are assigned before new employees are hired.

**ARTICLE 15 - SICK LEAVE**

- 15.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of regular income when he is legitimately ill and unable to work and will be granted on the following basis:
- a) sick leave will be allowed for sickness for employees on the basis of one (1) day per month of active employment;
  - b) all unused sick leave may be accumulated to the credit of the employee up to a maximum of one hundred and ten (110) days;
  - c) once these credits are earned they may be used when sickness renders the employee unable to perform assigned duties. Sick leave credits used up will be deducted from the total credits accumulated;
  - d) an employee upon returning to work from sick leave may be requested to present proof of sickness in the form of a medical certificate acceptable to the Employer; further, an employee returning to work from sick leave in excess of seven (7) working days may be required to present proof of fitness to return to work in the form of a medical certificate acceptable to the Employer;
  - e) employees shall not be entitled to sick leave for sickness or accident compensable by the Worker's Compensation Board;
  - f) sick leave credits will expire on termination of employment or retirement or on death;
  - g) any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for work. Failure to give adequate notice may result in loss of sick leave benefits for that day of absence. Further, the employee must advise the Employer of his anticipated length of absence or must call the Employer on each day of absence.
  - h) employees whose sick leave credits are exhausted must apply in writing for further leave of absence (without pay) to be governed by the provisions of Article 17.01 hereof.

**ARTICLE 16 - EMPLOYEE BENEFITS**

16.01 Each employee covered by this Agreement shall join the Group Life Insurance, Long Term Disability Insurance and Pension Plan currently in effect in accordance with the regulations and conditions of the policies providing such Plans.

16.02 Subject to the terms and conditions of the Plans noted below and subject to employee contribution to the billed premiums through payroll deductions, where applicable, the Employer and the Union agree for the duration of this Agreement as follows:

(a) For eligible employees on the active payroll of the Employer on March 6, 1996, who have completed their probationary period, the Employer agrees to contribute one hundred percent (100%) of the billed premium for the present life insurance Plan. For eligible employees hired after March 6, 1996, the Employer shall pay one hundred percent (100%) of the billed premium for the present life Insurance Plan after such eligible employees have completed one (1) year worked with the Employer.

(b) Effective on June 1, 1996, the Employer agrees to contribute seventy-five percent (75%) of the billed premium for the present dental Plan and extended health benefits Plan after such eligible employees have completed one (1) year worked with the Employer and provided that the eligible employees contribute twenty-five percent (25%) of the billed premium for this Plan.

16.03 In the event an employee is required to use his automobile on behalf of the Employer, the Employer shall pay an allowance of twenty-eight cents (28¢) per kilometre. Effective September 1, 1998 amend by deleting twenty-eight (28¢) and replace with thirty cents (30¢).

Such allowance shall be paid upon receipt of an official travel expense form approved by the employee's immediate supervisor. An employee will not be authorized to use his vehicle for business purposes until he has submitted proof from his insurance agent that he has the required insurance coverage for said purposes. The cost of such insurance is to be borne by the employee.

The Employer agrees upon receipt of proof of purchase to reimburse the Employee up to thirty dollars (\$30.00) per calendar year for costs incurred for the purchase of business car insurance.

16.04 The Employer agrees to advise the local Union President of any proposed changes to the Benefit Plans in advance of notifying the employees.

**ARTICLE 17 - LEAVE OF ABSENCE**

- 17.01 The Employer, may, in its discretion, grant a leave of absence with or without pay to any employee for education and/or personal reasons. Request for leave of absence shall be in writing and submitted to his supervisor who will forward the same to the designated Human Resources representative for approval. An employee shall not be required to use his accumulated vacation before requesting a leave of absence for non-vacation purposes.
- 17.02 The Employer shall grant leaves of absence without pay to up to two (2) employees to attend Union conventions or seminars, provided that:
- i) such leave does not unduly interfere with the operation requirements of the Employer;
  - ii) the total leave of absence granted hereunder shall not exceed fifteen (15) working days per year of the agreement;
  - iii) not more than one (1) employee from any program unit may receive leave hereunder at any one time and;
  - iv) the Union gives fourteen (14) clear days' notice of such leave to the Employer.
- 17.03 Leave of absence due to pregnancy and/or parental leave shall be granted in accordance with the requirements of the Employment Standards Act of Ontario.
- 17.04 If an employee who has completed his probationary period is required to serve as a juror, he shall not lose his regular pay because of such attendance provided he notifies his supervisor immediately upon notification that he will be required to serve as a juror, presents proof of service and promptly pays to the Employer any amounts paid to him for such service.
- 17.05 Employees absent from work for any continuous period of fifteen (15) calendar days or more other than a period of vacation leave or paid sick leave shall not earn vacation or sick leave credits during the period of any such absence and anniversary dates shall be adjusted accordingly except as specified in Article 12.01. In addition, the Employer shall not be required to contribute to the payment of health and welfare benefits during any such absence. Employees who desire to maintain health and welfare benefits through the Employer must arrange payments of premiums for all such benefits and pay all such premiums through the Employer before commencing any absence.

Notwithstanding the preceding paragraph, it is agreed that the Employer shall maintain health and welfare benefits for employees who are off work on Long Term Disability or Workers' Compensation Benefits for a period of up to one (1) year from the date such

employee ceased working for the Employer provided the employee pays his portion of the health and welfare benefits premium.

- 17.06 An employee shall be entitled to paternity leave which shall consist of one (1) day with pay and two (2) days without pay.

**ARTICLE 18 - BEREAVEMENT LEAVE**

- 18.01 When a death occurs in the immediate family of an employee who has completed his probationary period, the employee shall notify the Employer, and upon such notification, the employee shall be granted leave up to a maximum of three (3) days without loss of pay.

- 18.02 It is agreed that immediate family shall mean mother, father, mother-in-law, father-in-law, spouse, common-law spouse, same sex spouse, son, daughter, brother, sister, brother-in-law, sister-in-law, grandparents, daughter-in-law, son-in-law, and grandchildren.

- 18.03 It is agreed that pay for any days of absence under this Article is limited to the days actually missed from work as per the employee's scheduled working days and does not include pay for days off.

- 18.04 An employee will not be eligible to receive payment under the terms of this Article for any period in which he is receiving payments for holiday pay, vacation pay or sick pay.

**ARTICLE 19 - VACATION WITH PAY**

- 19.01 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from January 1st of any year to December 31st of the same year. Effective October 21, 1992 and subsequent vacation years, the following vacation provisions shall apply:

- a) All employees shall be entitled to vacation with pay based on the length of continuous service as follows:
  - i) Employees who have completed their probationary period and who have less than three (3) years of continuous service from their last hiring date by the Employer shall be entitled to a vacation with pay at their regular straight time hourly rate accrued at the rate of 1.25 days per completed month of employment to a maximum annual accrual of fifteen (15) working days;
  - ii) Employees who have completed three (3) years of continuous service but less than six (6) years of continuous service from their last hiring date by the Employer shall be entitled to vacation with pay at their regular straight time hourly rate accrued at the rate of 1.666 days per completed month of employment



to a maximum annual accrual of twenty (20) working days.

- iii) Employees who have completed six (6) years of continuous service but less than fifteen (15) years of continuous service from their last hiring date by the Employer shall be entitled to vacation with pay at their regular straight time hourly rate accrued at the rate of 2.0833 days per completed month of employment to a maximum annual accrual of twenty-five (25) working days.
  - iv) Only employees on the active payroll of the Employer who have completed more than fifteen (15) years of continuous service from their last hiring date by the Employer by March 6, 1996 shall be entitled to a vacation with pay at their regular straight time hourly rate accrued at the rate of 2.5 days per completed month of employment to a maximum annual accrual of thirty (30) working days.
- b)
- (i) Except as noted in article 19.01 (b) (ii) vacation pay will be calculated and paid at the rate of pay the employee is earning immediately prior to his vacation.
  - ii) A part-time hourly employee who is promoted or transferred to a full-time bargaining unit position shall be paid all vacation up to which he is entitled under Article 24.01 (c) (iii) immediately prior to his promotion or transfer.

- 19.02 (a) The Employer shall make every reasonable effort to grant chosen vacations. It is recognized that the final decision concerning schedules of vacations resides with the Employer. Should more than one employee desire the same vacation time, such vacation period shall be granted according to seniority.
- (b) Vacation requests for the following calendar year must be submitted in writing to the Employer by November 15 and will be dealt with in accordance with 19.02 (a) above by December 31".

Notwithstanding 19.02 (a) seniority shall not apply to vacation requests submitted after November 15. Such request shall be dealt with in accordance with the date they are received by the Employer. The final decision concerning the schedules of vacations resides with the Employer.

- 19.03 If a Support Worker (working in Pre-School Services) elects not to treat a period of program closure as vacation, he shall be considered on an unpaid leave of absence and will not be allowed to bump into the position of a more junior employee.
- 19.04 An employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he leaves without giving two weeks' notice of termination, in which case he shall

only be entitled to vacation pay in accordance with the provision of the Employment Standards Act unless the circumstances of notice are beyond the employee's control. For the purposes of this Article, a change of immediate employment shall not be considered beyond the employee's control.

- 19.05 Vacations shall not be cumulative from year to year and all vacations must be taken within twelve (12) calendar months following the year that they are accrued.

## **ARTICLE 20 - PAID HOLIDAYS**

- 20.01 For the purpose of this Agreement, the following days shall be recognized as paid holidays for employees who have completed their probationary period under this Agreement except as otherwise specified by the Employment Standards Act and provided that the employee qualifies under this Article 20.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day
Civic Holiday	

Effective September 1, 1998, in addition to the holidays specified above, the Employer shall grant to full time employees who have completed their probationary period, one (1) floating holiday to be taken between September 1, 1998 and August 31, 1999. The Employer shall make every reasonable effort to grant the chosen float holiday. It is recognized however that the final decision concerning the scheduling of the float holiday resides with the Employer. The floating holiday shall not be a premium day.

- 20.02 In order to qualify for holiday pay, an employee must work his full work day immediately preceding such holiday and full work day immediately following such holiday unless excused in writing from doing so by the Employer.
- 20.03 An employee who is required to work on a paid holiday shall be paid for authorized work performed on such day at the rate of one and one-half times (1 1/2) his regular straight time hourly rate for all hours worked and in addition, provided he qualifies, his holiday pay for the said holiday. However, in lieu of this provision, the Employer may substitute another working day for the paid holiday which day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the paid holiday.
- 20.04 Where a paid holiday falls on an employee's day off or during the employee's vacation period, the Employer shall pay the employee his regular wages for the paid holiday or shall designate a working day that is not later than the next annual vacation of the

employee and the day so designated shall be deemed to be the holiday.

- 20.05 When an employee is scheduled to work on a holiday and does not work, he shall not be paid for the holiday unless excused in writing by the Employer.
- 20.06 There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.

#### **ARTICLE 21 - HOURS OF WORK AND OVERTIME**

- 21.01 It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 21.02 The regularly assigned hours shall not exceed eighty (80) in a two week period. The Employer shall attempt as much as practicable to base this period on eight (8) hours per day and forty (40) hours per week. However, the criterion for scheduling work shall remain the two week period. This shall include a paid one half (1/2) hour meal period,
- 21.03 The days of work for any employee or group of employees, the starting and quitting times and the time of meal periods, relief periods and rest periods will be determined by the Employer in accordance with the requirements of the Employer. An employee shall be entitled to a rest period of fifteen (15) minutes in each half of the shift where practicable and will not unduly affect the operations of the Employer. It is expressly understood that any rest period not taken may not be claimed at a later date.
- 21.04 If an employee is authorized to work and does work in excess of eight (8) hours in any one day or eighty (80) hours in a bi-weekly period, he will be entitled to receive time off equivalent to the time so worked over time or at the option of the Employer payment of an overtime premium at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay for time so worked. In the event such time off cannot be taken within ninety (90) calendar days of the overtime worked, the Employer shall revert to payment of the overtime worked at the premium rate.
- 21.05 Employees recognize the need for overtime and agree to co-operate with the Employer in the performance of the same.
- 21.06 It is understood that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 21.07 It is agreed and understood that Article 21.02 and 21.04 do not apply to Overnight Support Workers. The hours of work and rate of pay for Overnight Support Workers are set out in Schedule "A" attached hereto and forming part of this Agreement.

21.08 The scheduling of hours and days of work of each employee in Residential Sites shall be posted in an appropriate place at least one (1) month in advance. Insofar as it is possible and practical to do so, the Employer agrees to set forth the work schedule of each department, hereinafter referred to as the "work schedule". There shall be no change to such schedule after being posted unless by mutual agreement of the Employer and the employee or employees affected by such change except in the event of an emergency or for reasons beyond the control of the Employer.

## **ARTICLE 22 - WAGES**

22.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set forth in Schedule "A" attached hereto and forming part of this agreement.

22.02 (a) In the event a new job classification (covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union President. The Employer shall endeavour to notify the Local Union President at least one (1) month prior to the position being posted.

(b) If the rate of pay is unsatisfactory to the Union, a meeting may be requested with the Employer to discuss the rate of pay for the new classification. Such request shall be made in writing within five (5) days of notice from the Employer of the new classification and wage rate. A meeting will be held with the Local Union President within fourteen (14) calendar days of the request unless extended by mutual written agreement.

(c) If the parties are unable to reach an agreement with respect to the wage rate, the dispute may be submitted to arbitration in accordance with Article 10, within seven (7) working days of the meeting set out above,

(d) It is agreed that the power of the Arbitration Board or Arbitrator, as the case may be, shall be limited to determining whether or not such wage rate has been improperly classified or grouped as a result of an inconsistent comparison with the rates for other existing classifications or grouping in the bargaining unit having regard for the requirements of such existing classifications.

(e) The wage rate established by the Employer shall remain in effect unless changed by mutual agreement of the parties or by the decision of the Arbitration Board or Arbitrator.

**ARTICLE 23 - GENERAL**

23.01 An employee may request the examination of his personnel file annually and the same shall be shown to the employee at a time designated by the Employer and in the presence of a person designated by the Employer. Employees shall receive copies of hiring letters, transfer and promotion letters, performance reviews and disciplinary notices as outlined in article 9.03.

**ARTICLE 24 - DEFINITIONS AND PART-TIME EMPLOYEES**

24.01 The parties agree that there are three categories of employees covered by this Agreement.

a) **REGULAR FULL-TIME**

Employees in this category are those regularly employed for more than thirty-two (32) hours per week.

The Employer agrees to pay employees in this category and the Union agrees to accept for the term of this Agreement, the wages as set forth in Schedule "A" as attached hereto and forming part of this Agreement.

It is expressly understood and agreed that only employees regularly assigned to work eighty (80) hours in a two week period shall be entitled to the sick leave, employee benefits and vacation provided for in this agreement, Employees in this category regularly assigned to work less than eighty (80) hours in a two week period shall be entitled to a pro rated portion of the sick leave, employee benefits, and vacation outlined in the Agreement according to the number of hours worked.

b) **PART-TIME SALARIED**

Part-time salaried refers to an employee who works more than 8 hours and 32 hours or less per week, whose wage is based on a pro-ration of a salaried position as listed in Schedule A.

Employees in this category are subject to all terms and conditions of this agreement save and except as modified in the following manner.

**Seniority**

i) An employee shall be on probation until he has been actively at work for the Employer for a period of nine hundred and sixty (960) straight-time hours from the date of last hiring or twelve (12) calendar months whichever comes first provided that the Employer, in its discretion may extend the

probationary period for an additional four hundred and eighty (480) straight-time hours.

- ii) It is expressly understood and agreed that only regular full time employees regularly assigned to work eighty (80) hours in a two week period shall be entitled to the sick leave, employee benefits and vacation provided for in this Agreement. Part time salaried employees shall be entitled to a pro-rated portion of the sick leave, employee benefits and vacation outlined in the Collective Agreement according to the number of hours worked.
- iii) The Employer agrees to pay employees in this category and the Union agrees to accept for the term of this Agreement the wages as set forth in Schedule "A" as attached hereto and forming part of this Agreement.

c) PART-TIME HOURLY

Part-time hourly refers to an employee who works more than 8 hours and 32 hours or less per week, whose wage is based on an hourly rate as listed in Schedule A.

The Employer agrees to provide the Union with the names of part-time hourly employees who worked in excess of thirty-two (32) hours per week every three (3) month period.

Employees in this category are subject to all terms and conditions of this Agreement save and except as modified in the following manner:

Seniority

- i) An employee shall be on probation until he has been actively at work for the Employer for a period of nine hundred and sixty (960) straight-time hours from the date of last hiring or twelve (12) calendar months, whichever comes first, provided that the Employer, in its discretion may extend the probationary period for an additional four hundred and eighty (480) straight-time hours.
- ii) Part-time hourly employees in lieu of all fringe benefits (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 vacation pay) shall receive an amount equal to 4% of remuneration received by him for wages in the employ of Community Living Mississauga in any one year of the Agreement.
- iii) Vacation pay shall be granted in accordance with the provisions relating thereto contained in the Employment Standards Act.

- iv) The Employer agrees to pay employees in this category and the Union agrees to accept for the term of this Agreement, the wages as set forth in Schedule "A" as attached hereto and forming part of this Agreement.
- v) Part-time hourly employees who are requested to work and who refuse for a period of three (3) months or more to accept work shall lose their seniority and shall be deemed to have quit their employment with the Employer unless excused for a reason satisfactory to the Employer.

**ARTICLE 25 - DURATION**

- 25.01 This Agreement shall continue in effect until the 31st day of August 1999 and shall continue automatically for annual periods of one year thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.
- 25.02 If pursuant to such negotiations an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of the \_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

FOR COMMUNITY LIVING  
MISSISSAUGA

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**SCHEDULE "A"****Effective September 1, 1997**

Support Worker	START	29,795.00
	1	31,680.33
	2	33,652.71
	3	34,988.04
Secretary/Receptionist	START	27,775.00
	1	29,950.84
	2	30,608.13
Live In Support Worker		36,528.45
Financial Clerk	START	22,306.56
	1	22,965.16
Overnight Support Worker	START	26,918.60
	1	27,312.50
Support Assistants	START	10.60/HR
	1	12.30/HR



**SCHEDULE "A"**

**Effective September 1, 1998**

Support Worker	START	30,092.95
	1	31,997.13
	2	33,989.24
	3	35,337.92
Secretary/Receptionist	START	28,052.75
	1	30,250.35
	2	30,914.21
Live In Support Worker		36,893.71
Financial Clerk	START	22,529.63
	1	23,194.81
Overnight Support Worker	START	27,187.79
	1	27,585.63
Support Assistants	START	10.71/HR
	1	12.42/HR

**NOTES:**

1. Annual salaries reflected in Schedule "A" are based on 2080 hours with the exception of the Overnight Support Worker whose annual salary is based on 2288 hours of work at regular rates and 156 hours at one and one half (1 1/2) times the straight time hourly rate.

Where an hourly rate is expressed in Schedule "A", it is based upon the number of hours actually worked.

It is expressly agreed and understood that the above hours of work shall not be construed as a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise nor as a guarantee of working schedules.

2. Employees shall advance through the salary classification range upon the attainment of their next anniversary date of employment adjusted as provided for in the Collective Agreement.
3. Support Workers who do not possess a Developmental Services Worker Certificate or in the opinion of the Employer the equivalent, and Support Workers working in Pre-school Services who do not possess an E.C.E.D.H. or in the opinion of the Employer the equivalent, shall be paid at a rate which is \$1,500. less than the rate set out in Schedule "A". Upon registration for the required education program, the salary of such employee shall increase by \$500. Upon successful completion of one half the educational program, the salary shall increase by a further \$500. Upon successful completion of the entire educational program, the salary of the employee shall increase by an additional \$500. to bring the employee's salary to the appropriate rate set out in Schedule "A". It is agreed that this clause shall not apply to employees in the positions noted above in the employ of the Employer who have completed five (5) or more years of active continuous service with the Employer in these positions.

Notwithstanding the foregoing, an employee who after registering for the required educational program ceases to be a student in the program prior to having completed at least one-half of the program shall have his pay reduced by \$500.00.

It is the employee's responsibility to notify the Employer immediately upon ceasing to be a student. In the event that the Employer is not so notified by the employee, the parties agree that the Employer may deduct from the employee's subsequent pay cheque payments made to the employee under this Note from the date the employee ceased to be a student in the program.

4. Only the initial salary and hourly rate increases provided in Schedule "A" and "A1" shall be retroactive to September 1, 1997 for all hours worked for those Employees on the Payroll of the Employer on April 1, 1998. Such retroactivity shall be pro-rated for those employees hired since September 1, 1997.

5. All terms of the Collective Agreement to be effective on April 1, 1998, unless specifically noted to the contrary.

**SCHEDULE "A1"**

	<b>Effective September 1, 1997</b>	<b>Effective September 1, 1998</b>
Associate Home Worker	START 33,063.18	33,393.81
Family Home Worker	1 35,986.97	36,346.84
Community Support Worker	2 37,103.02	37,474.05
Classroom Assistants	START 14.06/HR	14.20/HR

1. This Schedule 'A1' only applies to employees who were employed in the above-noted classifications on March 6, 1996 and who are subject to Schedule 'A1' of the Collective Agreement which expired August 31, 1997 and the Date of Ratification of the renewed Collective Agreement.
2. It is agreed that on the Date of Ratification of the renewed Collective Agreement, the Classification titles applicable to employees covered under this Schedule 'A1' shall be changed to "Support Worker" instead of Associate Home Worker, Family Home Worker, Community Support Worker and "Support Assistants instead of "Classroom Assistants".
3. Employees covered under this Schedule 'A1' shall only continue to be paid the rates noted above so long as they remain in the classifications they were employed on March 6, 1996 and the Date of Ratification of the renewed Collective Agreement. An employee shall cease to be covered under this Schedule 'A1' upon vacating the classification in which he was employed on March 6, 1996. In such case, the employee shall be paid the start rate of his new classification and shall be paid in accordance with the rates set out on Schedule "A".

LETTER OF UNDERSTANDING #1 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires August 31, 1999, that notwithstanding Article 21.04 of the Collective Agreement, when the Employer schedules a staff meeting which necessitates employees remaining beyond eight (8) hours in a day, Article 21.04 of the Collective Agreement shall not apply. However, the extension of hours on the day of the staff meeting shall be balanced by an equal shortening of the hours of work on another day or days to be determined by the Employer which shall be within a thirty (30) day period from the date of the staff meeting.

DATED at Mississauga, the \_\_\_\_ day of \_\_\_\_\_, 1998.

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LETTER OF UNDERSTANDING #2 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires August 31, 1999, with respect to annual medicals:

The Union acknowledges the Employer's right to require annual medicals of all employees and to take disciplinary action, which shall be grievable, for failure to comply. Employees working with consumers who are carriers of Hepatitis B will be informed and should such employee wish to be immunized the Employer shall reimburse for the cost of the immunization. Employees with permanent status will be given time off, if required, for said medical. Annual medicals are normally covered by O.H.I.P. Where the said employee is charged a fee for said medical this cost will be reimbursed by the Employer. Medical certificates shall be kept in a separate file. The medical form shall indicate that the individual is free from tuberculosis and other contagious diseases and physically fit for the job.

DATED at Mississauga, \_\_\_\_ day of \_\_\_\_\_, 1998.

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LETTER OF UNDERSTANDING #3 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires August 31, 1999, that notwithstanding Articles 13, 16 and 20:

1. Employees hired for time limited projects, funded through temporary grants, for periods in excess of six (6) months will not be eligible to apply for posted positions that become available within Community Living Mississauga for the duration of the project, unless they have been laid off due to a reduction in the size of the project.
2. Employees who are laid off when the project is terminated or reduced in size cannot "bump" other Community Living Mississauga employees with less seniority.
3. Employees who are laid off when the project is terminated or reduced in size may apply for job postings under Article 13.
4. Employees will receive only those benefits and vacation provided for in the grant.
5. This letter of understanding shall apply unless modified by a letter of understanding concerning a specific individual.

DATED at Mississauga, the \_\_\_\_ day of \_\_\_\_\_, 1998.

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LETTER OF UNDERSTANDING #4 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires on August 31st, 1999, with respect to the printing of the Collective Agreement:

The cost of providing copies of this Agreement will be shared equally between the Union and the Employer.

DATED at Mississauga, the \_\_\_\_ day of \_\_\_\_\_, 1998.

UNION

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LETTER OF UNDERSTANDING #5 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

This will confirm the understanding of the parties with respect to the Collective Agreement which expires August 31st, 1999, with respect to Professional Development Days.

In the event that the Employer requires an employee to attend outside of Mississauga or Metropolitan Toronto at a Professional Development Day at which the employee is required to stay overnight, the Employer agrees to reimburse an employee for child care expenses in the amount noted below, provided:

- a) the employee presents proof acceptable to the Employer that she is a single parent; or
- b) if married the employee presents proof acceptable to the Employer that her spouse is unable to care for the child because he is working during the evening or night.

In such cases, the Employer shall reimburse the employee up to forty (\$40.00) upon presentation of a receipt for child care expenses acceptable to the Employer.

DATED at Mississauga, the \_\_\_\_ day of \_\_\_\_\_, 1998.

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LETTER OF UNDERSTANDING #6 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

This will confirm the understanding of the parties with respect to the Collective Agreement which expires August 31st, 1999 with respect to Live-In Residential Support Workers.

1. The parties agree to the establishment of the position of Live-In Residential Support Worker.
2. All terms of the Collective Agreement apply to the Live-In Residential Support Workers except where noted to the contrary in this Letter of Understanding. More particularly, Articles 20, 21 and Schedule "A" of the Collective Agreement do not apply to this position.  
Further for the purpose of calculation Seniority (Article 12.01 and 12.02); Sick Leave (Article 15.01); Bereavement Leave (Article 18); Vacation eligibility and entitlement (Article 19) reference in the above-noted sections to "days", "working days" and "work days" shall mean a "twenty-four (24) hour day".
3. Live-In Residential Support Workers shall be required to work four thousand three hundred and ninety-two (4,392) hours per year which hours shall include twenty-four (24) hour shifts or such other combination of hours as determined by the Employer.
4. Room and board shall be provided to the Live-In Residential Support Worker while such employees are in the residence. The applicable taxable benefit deduction shall be made with respect to such room and board.
5. Live-In Residential Support Workers are not tenants of the Employer and the right to remain in the residence is conditional upon such employees continuing to provide services to the Employer.

DATED at Mississauga, the \_\_\_\_ day of \_\_\_\_\_, 1998.

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LETTER OF UNDERSTANDING #7 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

- A. The Employer shall grant a leave of absence without pay to up to two (2) employees, who have completed their probationary period and who have been elected as Executive Board Members and Executive Officers of the Union for the purpose of conducting the internal affairs of the Union provided:
- i) the Union gives at least thirty (30) clear days' notice in writing of such leave to the Employer;
  - ii) the total leave of absence granted hereunder shall not exceed ten (10) working days per year of the Agreement;
  - iii) such leave does not interfere with the operational requirements of the Employer;
  - iv) the Union reimburses the Employer, in advance, for any employee replacement costs incurred.
  - v) not more than one (1) employee from any program unit may receive leave hereunder at any one (1) time.
- B. When an employee who has completed his probationary period is elected as the Union's President or First Vice-president, the Employer shall grant a leave of absence without pay provided:
- i) the Union gives at least thirty (30) clear days' notice in writing of such leave to the Employer,
  - ii) the maximum amount of such leave shall not exceed one (1) year
  - iii) such leave does not interfere with the operational requirements of the Employer;
  - iv) the Union reimburses the Employer, in advance, for any employee replacement costs incurred.
  - v) not more than one (1) employee from any program unit may receive leave hereunder at any one (1) time.
- C. Employees granted a leave of absence under A and/or B above shall not earn vacation or

sick leave credits during the period of any such absence and anniversary dates shall be adjusted accordingly. In addition, the Employer shall not be required to contribute to the payment of health and welfare benefits (Article 16) during any such absence. Should the employee wish to maintain health and welfare benefits through the Employer, the Union must arrange payments of premiums for all such benefits before any leave is commenced. Further, the Union agrees to pay the Employer's premiums, contributions, assessments and payments under the Employer Health Tax Act, Workers' Compensation Act, Unemployment Insurance Act and Canada Pension Plan in connection with the employee while he is on such leave.

- D. It is understood and agreed that the Employer may hire a temporary employee to replace an employee who is granted a leave under A and/or B above. Such temporary employee shall not be covered by the terms of the Collective Agreement.

DATED at Mississauga, the \_\_\_\_ day of \_\_\_\_\_, 1998.

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LETTER OF UNDERSTANDING #8 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

Having regard for the restructuring of the Employer's operations, the Employer is prepared to execute a Letter of Understanding to offer a Voluntary Exit Program to full-time and part-time salaried employees on the active payroll of the Employer on the Date of Ratification who resign from and leave the employ of the Employer by June 30, 1998 as a direct result of the restructured model on the following basis:

- a) The Voluntary Exit Program shall be available only for the period commencing on the Date of Ratification to and including June 30, 1998.
- b) Full-time and part-time salaried employees must provide the Employer with a minimum of two (2) weeks written notice of their resignation from employment and must leave employment with the Employer no later than June 30, 1998.
- c) An employee, who is full-time on the date of his resignation from employment and who satisfies the requirements of (a) and (b) above will be paid an amount equal to one (1) week's regular straight time hourly rate (40 hours pay), multiplied by the employee's full-time completed years of service calculated only for the period from his most recent date of hire, transfer or promotion into the full-time position to a maximum payout of twelve (12) weeks pay (480 hours) at his regular straight time hourly rate, less applicable deductions.
- d) An employee, who is a part-time salaried employee on the date of his resignation from employment, and who satisfies the requirements of (a) and (b) above will be paid a pro-rated amount based on the average number of hours worked per week multiplied by the employee's completed years of service in the part-time salaried position calculated only for the period from his most recent hire, transfer or promotion into the part-time salaried position to a maximum payout of twelve (12) pro-rated weeks at his regular straight time hourly rate, less applicable deductions. The average number of hours worked per week will be determined by calculating the average number of regular straight time hours the part-time salaried employee worked in the eight (8) weeks preceding the effective date of his resignation from employment (eg. a part-time salaried employee, who qualifies, would, if he worked an average of twenty-four (24) hours per week in the eight (8) weeks preceding his effective date of resignation and had five (5) years' service as a part-time salaried employee since his most recent date of hire, promotion or transfer into the position would be paid one hundred and twenty hours (24 hours x 5 years service = 120) at his regular straight time hourly rate, less applicable deductions.

DATED at Mississauga, the \_\_\_\_ day of \_\_\_\_\_, 1998.

UNION

EMPLOYER

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LETTER OF UNDERSTANDING #9 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

The Union agrees that in order to achieve the agreed monetary increases in the renewed Collective Agreement, which expires August 31, 1999, that the Employer may

- a) eliminate one (1) full-time salaried position, and
- b) convert up to four (4) full-time salaried positions to part-time hourly status.

It is the intention of the Employer to accomplish the above by means of attrition and/or transfer. The Employer shall notify the Local Union President of the positions identified.

DATED at Mississauga, the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

UNION

EMPLOYER

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LETTER OF UNDERSTANDING #10 BETWEEN COMMUNITY LIVING MISSISSAUGA & THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 251

The Employer and the Union agree that a transition period is required given the scheduling of part-time hourly employees under the terms of the Collective Agreement, which expired August 31, 1997. Accordingly, it is agreed that the status quo of scheduling the hours of work for part-time hourly employees shall continue until June 30, 1998 and such shall not be subject matter of a dispute nor submitted to Arbitration under the provisions of the renewed Collective Agreement, which expires August 31, 1999.

DATED at Mississauga, the \_\_\_\_ day of \_\_\_\_\_, 1998.

UNION

EMPLOYER

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