

# Collective Agreement

Between

Ontario Public Services Employee's  
Union  
(OPSEU)

and

Elgin Association for Community  
Living  
(EACL)

Effective

April 1, 2000 to March 31, 2005

11999 (02)

11999 (02)

Collective Agreement  
Between  
Ontario Public Services Employee's Union (OPSEU)  
And  
Elgin Association for Community Living (EACL)

**Index by Article Number**

<i>Article Number</i>	<i>Topic</i>	<i>Page Numbers</i>
1	Purpose	1
2	Recognition	2-4
3	Management Rights	5
4	Union Rights	6-7
5	Discrimination And Harassment	8
6	No Strikes, No Lock-outs	9
7	Joint Problem Solving/Grievance Procedure	10-12
8	Mediation/Arbitration	13
9	Union Representation	14-15
10	Bulletin Board	16
11	Seniority	17-19
12	Layoff/Recall	20-21
13	Leave Without Pay	22-23
14	Leave With Pay	24-30
15	Hours Of Work	31-32
16	Job Posting	33-34
17	Probation	36
18	Overtime And Lieu Time	37
19	Call-In	38
20	Medical Examinations	39
21	Health And Safety	40-41
22	Wages And Compensation	40-41
23	Benefit Plan	
24	Personnel Files	43
25	Miscellaneous	44
26	Duration of Agreement	45
<i>Letters of</i>	a) Block Scheduling and Staffing System	46-50
		51
	c) Reduced Work Week	52-53
	d) Compressed Work Week	54-56
	e) Job Sharing	57-59
	f) Self Funded Leave	60-63
	g) Attrition Plan Full Time Support Coordinator 2 Classification	64
	h) Status Change Over Six Months	65
	i) Working in Two Classifications	66
	j) Job Postings SSAH	67
<i>Schedule A</i>	Wage Grids	68-69

Collective Agreement  
Between  
Ontario Public Services Employee's Union (OPSEU)  
And  
Elgin Association for Community Living (EACL)

**Index by Topic (alphabetical)**

<i>Article Number</i>	<i>Topic</i>	<i>Page Numbers</i>
<i>Letters of Understanding</i>	g) Attrition Plan Full Time Support Coordinator 2 Classification	64
	a) Block Scheduling and Staffing System	46-50
	d) Compressed Work Week	54-56
	j) Job Postings - SSAH	67
	e) Job Sharing	57-59
	c) Reduced Work Week	52-53
	f) Self Funded Leave	60-63
	b) Split Shifts	51
	h) Status Change Over Six Months	65
	i) Working in Two Classifications	66
<i>Schedule A</i>	Wage Grids	68-69
23	Benefit Plan	
10	Bulletin Board	
19	Call-In	37
5	Discrimination And Harassment	8
26	Duration of Agreement	45
21	Health And Safety	39
15	Hours Of Work	31-32
16	Job Posting	33-34
7	Joint Problem Solving/Grievance Procedure	10-12
12	Layoff/Recall	20-21
14	Leave With Pay	24-30
13	Leave Without Pay	22-23
3	Management Rights	5
8	Mediation/Arbitration	13
20	Medical Examinations	38
25	Miscellaneous	44
6	No Strikes, No Lock-outs	9
18	Overtime And Lieu Time	36
24	Personnel Files	43
17	Probation	35
1	Purpose	1
2	Recognition	2-4
11	Seniority	17-19
9	Union Rerepresentation	14-15
4	Union Rights	6-7
22	Wages And Compensation	40-41

## **ARTICLE 1**

### **PURPOSE**

- 1.1 The purpose of this agreement is to establish and maintain positive relations between the Association and bargaining unit employees, as represented by the union.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The Ontario Public Service Employees Union (OPSEU) Local 151, for the purpose of this collective agreement, is recognized as the exclusive bargaining agent for all employees of the Association, except supervisors and those above the rank of supervisor, management administrators, Executive Director, Secretary to the Executive Director, office and clerical employees, Special Services At Home, Lay Home Visitors, Associate Families, Live-In Partners and people enrolled in a program or service by the Association.
- 2.2 Students hired for a specified period and who are enrolled in an educational program and who will be resuming studies, are excluded from the bargaining unit, provided they are not employed as replacement workers for temporary employment.
- 2.3 Employees may work for more than one supervisor or in more than one classification providing the combination does not result in a change of status from regular part time or part time to full time.
- 2.4 Status is identified as full time, part time, regular part time, casual, temporary or contract.
- 2.5 Classification is defined by the employee's job title and level within the bargaining unit. The following order further defines the level of employment classifications for the purposes of this agreement.

<i>In descending order:</i>
Full Time S/C2
Full Time S/C1
Regular Part Time S/C2
Volunteer/Membership Coordinator
Part Time S/C2
Regular Part Time S/C 1
Part Time S/C1
Van Driver
Full Time Night Asleep Coordinator
Part Time Night Asleep Coordinator
Housekeeper
Casual

## 2.6 Permanent Employees

- i) Permanent Full Time is defined as employees who are regularly scheduled to work eighty (80) hours in a two-week pay period.
- ii) Regular Part Time is defined as employees who are regularly scheduled to work sixty-four (64) hours in a two-week pay period.
- iii) Part time is defined as employees who are scheduled to work between 16 and 64 hours in a two-week pay period.

## 2.7 Temporary Employees

- i) Casual employees are those who provide relief for an absent permanent employee on an as-needed basis and whose hours of work are not regularly scheduled on the block schedule. Casual employees are appointed to a block.
- ii) Contract employees are temporary employees hired from outside the bargaining unit for a specified period for work on a non-recurring nature. Periods beyond 6 months may be extended by mutual agreement.
- iii) Contract employees enjoy full rights of this agreement except the right to grieve termination at the end of the contract period and the right to accrue seniority.

- 2.8 Call Ins – Any supplemental hours of work offered to an employee over and above the employee's agreed to routine block of scheduled hours
- 2.9 Scheduled Hours – Those planned hours of work assigned to a position in a specific physical location within the block.
- 2.10 One year seniority – Is equal to 2080 hours of paid service.

## ARTICLE 3

### MANAGEMENT RIGHTS

- 3.1 The Union recognizes that the management of the operation of the Association and the direction of the work force are fixed exclusively in the Association and remain solely with the Association. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Association to:
- a) maintain order, discipline and efficiency;
  - b) hire, discharge, direct, classify, transfer, assign, retire, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim that an employee who has been unjustly discharged or disciplined may be the subject of a grievance; in a manner and to the extent herein provided.
  - c) establish and enforce reasonable rules and regulations to be observed by employees;
  - d) generally to manage and operate the business of the Association throughout the County of Elgin in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the kinds and locations of workplaces within the Association, the qualifications, allocation and number of employees required from time to time, and all other matters concerning the operation of the Association, except as expressly limited by the provisions of this collective agreement.
- 3.2 The parties agree that families are the foundation of the Association and recognize the responsibility to advocate for the needs of the families and persons with a developmental challenge, and to support people to advocate for their own needs. The Association must make the best use of available resources to meet evolving service needs, which are determined by individuals/families who we support, in consultation with persons providing those services,
- 3.3 These rights will be exercised in a fair and impartial manner consistent with the provisions of this Agreement.



## ARTICLE 4

### UNION RIGHTS

- 4.1 The Association will deduct from each employee in the bargaining unit, beginning on the first day of employment, a sum equal to the regular union dues from each pay. Such deduction will be as certified in writing from time to time to the Executive Director by the First Vice President/Treasurer of the Ontario Public Service Employees Union. The deductions will be remitted to the Union once per month on or before the 15<sup>th</sup> day of the month following such deductions. The Association will, when making all remittances to the Union, identify the employee by name, and indicate the amount deducted from each employee.
- 4.2 Union dues will be deducted, as per Article 4.1, on retroactive increases to basic salary.
- 4.3 The Union agrees to indemnify and save the Association harmless in respect of all suits, actions or causes of action that may arise in respect of the deduction and remittance of dues provided herein.
- 4.4 The Association will inform the Local 151 Union President within seven (7) calendar days of hiring of the name and work location of any new bargaining unit employee.
- 4.5 A Union steward may meet with new employees within seven (7) days of hiring to provide a copy of the collective agreement.
- 4.6 The local union president will be granted reasonable time off, without loss of pay, to administer to local business.
- 4.7 All correspondence between the parties, arising out of this agreement, will be in writing and is considered sufficient if sent by mail or fax addressed to the union, to the Local President or Staff Representative, and if to the Association, to the Executive Director.
- 4.8 The Employer and the Union agree that it is in the best interest of the Association for employees to become familiar with the rights, provisions and obligations of this Agreement. The parties will mutually share the cost of reproducing this Agreement.
- 4.9 Employees may request the assistance of OPSEU representative(s) at all times in matters relating to this agreement.

- 4.10 Stewards may use the Association fax machine, photocopiers and phone for union business. A record of all photocopies and long-distance calls will be maintained by the stewards, submitted to the local and paid to the employer on a quarterly basis.

## ARTICLE 5

### DISCRIMINATION AND HARASSMENT

- 5.1 No discrimination or harassment will be exercised, practiced or permitted by the parties to this agreement because of an employees' membership or non-membership in the union, an employee's activity or lack of activity in the Union, or because an employee exercises her statutory rights under applicable legislation.
- 5.2 No discrimination or harassment will be exercised, practiced or permitted by the Employer or the Union to an employee because of sex, sexual orientation, age, marital status, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, record of offences, family status, handicap or political or religious affiliation.
- 5.3 All forms of harassment and discrimination will be first investigated according to the Association's Harassment Policy. Should the matter not be resolved within thirty (30) days, it may be subject to the grievance, and/or mediation/arbitration provisions of this agreement. Where an employee initiates a grievance under this article, it will be filed at Step 3 of the grievance procedure.
- 5.4 In the case of discrimination/harassment grievance or complaint, the time limits for filing will not apply.
- 5.5 All employees have rights under applicable legislation

## ARTICLE 6

### NO STRIKES, **NO** LOCK-OUTS

- 6.1 The Association agrees that it will not cause or direct any lock-out of its employees during the operation of this agreement.
- 6.2 The Union agrees there will be no strike, slow-down, sit-down, or other stoppage of work, either complete or partial, during the operation of this Agreement.
- 6.3 The Union will not involve any employees of the Association during their scheduled work time, or the Association itself, in any dispute that may arise between any other employer and the employees of any such other employer.

## ARTICLE 7

### JOINT PROBLEM SOLVING/GRIEVANCE PROCEDURE

- 7.1 For the purpose of this agreement, a grievance is defined as a vehicle to resolve differences between the parties which arise from the interpretation, application, administration or alleged contravention of this agreement, including any questions as to whether a matter is arbitrable.
- 7.2 Complaints will be considered and resolved as quickly as possible.
- 7.3 Any grievance settled or withdrawn through this process will not be the subject of another grievance by the same grievor in reference of the same incident.
- 7.4 For the purpose of this clause the term “working days” means Monday through Friday, exclusive of designated holidays.

#### **Complaint Resolution – Joint Problem Solving**

- 7.5 Complaints will be presented verbally to the primary supervisor or designated alternate within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred, or the earliest date the employee could have reasonably become aware of the circumstances. Resolution will be attempted through joint problem solving with union/management representation. The primary supervisor will state her decision to the employee within seven (7) working days.
- 7.6 If the matter is not resolved within seven (7) working days after the complaint has been discussed, the employee may within seven (7) working days, then present a grievance as follows in Step 1.

#### Grievance Procedure – Step 1

- 7.7 A written grievance may be submitted to the Program Director or designate within seven (7) working days after a decision is rendered under the joint problem solving procedure.
- 7.8 The employee has the option to be accompanied and/or represented by a steward at each stage of the grievance process.

- 7.9 The signed and written grievance will contain:
- a) a statement of grievance
  - b) the article or articles of this Agreement alleged to have been contravened, and
  - c) remedy sought.
- 7.10 The Program Director or designate will hold a meeting with the grievor and steward within seven (7) working days of the receipt of the grievance. The Program Director or designate may have one member of management present during the meeting and the Human Resources Manager as a resource. The purpose of this meeting is to determine the facts of the grievance. The Program Director or designate will state her decision in writing to the grievor within seven (7) working days of the meeting.
- 7.11 If the matter is not resolved at Step 1, the grievor may, within seven (7) working days after the decision is rendered, proceed to Step 2, by written notice to the Executive Director or designate.

#### Grievance Procedure – Step 2

- 7.12 The Executive Director or designate, will, within seven (7) working days of receipt of the grievance, hold a meeting with the grievor and her representatives(s). The Executive Director or designate may have the Human Resources Manager and up to two management team members in attendance at the meeting. The Executive Director or designate will state the decision in writing to the grievor within seven (7) working days of the meeting.
- 7.13 If the matter is not resolved in Step 2, either party may, within ten (10) working days, request that the grievance be referred to mediation/arbitration in accordance with the provisions of Article 8 of this agreement. The written request will be forwarded by any system that provides proof of delivery.

#### Policy Grievance

- 7.14 A grievance arising directly between the Association and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2, within seven (7) working days of the event-giving rise to the grievance. The first step in resolution of a policy grievance is to jointly determine the nature of the dispute on an article in the collective agreement.

- 7.15 Policy grievances will be resolved by the Union Staff Representative and Executive Director or designates.
- 7.16 Failing settlement, the grievance may be submitted to mediation/arbitration in accordance with Article 8 within ten (10) working days. The provisions of this paragraph may not be used to initiate a complaint or grievance directly affecting an employee in circumstances when the regular grievance procedures or harassment complaint process are available.

#### Dismissal Grievance

- 7.17 A discharged employee who alleges dismissal without just cause may file a written grievance within seven (7) working days of the discharge. The grievance will be initiated at Step 2 of the grievance procedure.
- 7.18 If the grievor fails to process a grievance or to request that the grievance be referred to mediation/arbitration within the time limits as set out in this Article, the complaint or grievance will be deemed to have been abandoned.
- 7.19 During the probationary period an employee may be dismissed for failure to meet the requirements of the position without recourse to the grievance procedure.
- 7.20 Contract employees have no right to grieve termination at the end of the contract period.
- 7.21 An employee may, at any time during the grievance process, withdraw her grievance.
- 7.22 Time limits established in this Article may be extended, in writing, by mutual agreement. A signed settlement or withdrawal of grievance is binding on the parties to the grievance.

## ARTICLE 8

### MEDIATION/ARBITRATION

- 8.1 Where a grievance is not resolved under the grievance procedure, either party may, within twenty (20) working days of the last disposition of the matter, refer the grievance to the mediation/arbitration process.
- 8.2 The referring party will notify the other party in writing that it is proceeding to mediation/arbitration and provide a list of three (3) proposed mediator/arbitrators.
- 8.3 Within seven (7) working days of the receipt of the above notice, the responding party will reply, either accepting one of the proposed mediator/arbitrators or proposing three (3) alternate mediator/arbitrators.
- 8.4 Where the parties are unable to agree to a mediator/arbitrator within fifteen (15) working days, or such other time as may be mutually agreed, either party may apply to the Minister of Labour to appoint an arbitrator.
- 8.5 The arbitrator will convene a meeting and attempt to mediate a settlement to the dispute. Where a settlement is not achieved the arbitrator will render a decision which shall be final and binding upon the parties and all affected employees.
- 8.6 The Union and the Association will share the expenses and fees of the mediation/arbitrator process equally.
- 8.7 The term "working days" for the purpose of this agreement means Monday through Friday, exclusive of recognized designated holidays.
- 8.8 An employee may, at any time during mediation/arbitration, withdraw her grievance.



## ARTICLE 9

### UNION REPRESENTATION

- 9.1 The Association will recognize one (1) Union President and four (4) Stewards as representatives of the Union.
- 9.2 The union will notify the Association of the names of the Stewards and the effective date of their selection. The Association is not required to recognize any representatives until it has been so notified.
- 9.3 The Union recognizes and agrees that Stewards have duties and responsibilities to perform in connection with her employment. One of the duties and functions of the Steward is to assist in carrying out the terms and provisions of the Agreement.
- 9.4 The Steward has the privilege of leaving her work to attend to union business, without loss of basic pay, with the following conditions:
- a) The business must be between the Union and management, or concern a matter arising out of Articles 7 and/or 8,
  - b) The time will be devoted to the prompt handling of necessary Union business,
  - c) The Steward concerned will obtain the prior authorization of the supervisor of her work location before leaving work; such authorization will not be unreasonably withheld,
  - d) Stewards may enter another work location with prior authorization of the supervisor of the work location concerned; such authorization will not be unreasonably withheld,
  - e) Union Stewards on scheduled duty may attend grievance meetings without loss of pay. Such time will not be used to calculate overtime and is not considered scheduled time for purposes of establishing the right to full time status,
  - f) The Association reserves the right to limit such time if deemed to be excessive.

- 9.5 The Union will have a negotiating committee consisting of three (3) bargaining unit members and the staff representative. The bargaining unit members will be paid at their regular straight time hourly rate of pay for direct negotiations with the Employer. Such time is not used for the purpose of determining full time status.
- 9.6 The Union and the Employer agree that the Employee/Employer Relations Committee (EERC) is recognized as a standing committee of the Association, which is administered in accordance with the EERC policy agreed to by the parties.
- 9.7 Union Representatives to the EERC are paid for their time in attendance at meetings of the EERC. Such time is not used for the purpose of determining full time status.
- 9.8 Correspondence between the parties arising out of this agreement will be in writing and deemed sufficient if sent by mail or fax addressed, if to the Union, to the Local President and/or Staff Representative, and if to the Association to the Executive Director.
- 9.9 The Association will notify the Local Union President of all job postings, transfers and terminations.

## ARTICLE 10

### BULLETIN BOARD

- 10.1 The Union may post notices on manual, electronic, or voice mail bulletin boards provided and assigned by the Association. All Union notices will be copied to the Executive Director or designate, prior to posting.

## ARTICLE 11

### SENIORITY

11.1 "Seniority" is defined as the length of continuous service with the Employer in any bargaining unit position calculated on the basis that one year of seniority is equal to 2080 hours of paid service per fiscal year.

11.2 Seniority is maintained and accumulated in the following circumstances:

- a) when an employee is actually at work for the Association;
- b) when an employee is away from work in recovery from a work related illness/injury; or receiving benefits under WI or LTD.
- c) when an employee is on leave of absence with pay;
- d) when an employee is on pregnancy/parental leave;
- e) for the first four weeks (2 pay periods) of any unpaid leave;
- f) when an employee is on pre-authorized Union leave.

11.3 Seniority is maintained, not accumulated in the following circumstance:

- a) when an employee is transferred out of the bargaining unit on a temporary basis, for up to one year or such longer period as mutually agreed;
- b) periods of leave without pay exceeding 4 weeks;
- c) when an employee is absent for more than three (3) consecutive working days without permission or without a satisfactory reason;
- d) during a period of lay-off.

11.4 An employee will lose seniority standing and employment will be deemed to be terminated under the following conditions:

- a) the employee quits, resigns, or retires;

- b) the employee is discharged and is not reinstated through the grievance procedure or mediation/arbitration;
  - c) the employee fails to return to work upon the expiration of the leave of absence, or uses a leave of absence for a purpose other than that for which it was granted;
  - d) the employee fails to make arrangements to return to work within five (5) days of receiving a notice of recall. Notice is deemed to have been received three (3) calendar days following registered mail being sent to the last known address of the employee;
  - e) the employee has been laid off for twenty four (24) consecutive months;
  - f) the employee is absent from scheduled work for a period of three (3) or more consecutive scheduled working days without notifying her primary supervisor and/or without providing a satisfactory explanation;
  - g) the employee has not accepted a shift for a continuous period of 60 days unless on an authorized leave of absence;
  - h) the employee has been medically unavailable for work due to non-work related illness/injury for more than twenty four (24) months. (This section is qualified by the provisions of the Ontario Human Rights Code).
- 11.5 Following successful completion of the probationary period seniority will be credited from the first day worked in the probationary position
- 11.6 Contract employees who are hired as permanent employees without a break in service of greater than thirty (30) calendar days will be credited with seniority upon completion of their probationary period, effective the start date in the contract position.
- 11.7 Employees moving from part time to full time will be credited with prorated seniority and vice versa.
- 11.8 The Association will prepare and post in accessible designated locations, a current seniority list for employees based on the length of service in the bargaining unit twice per year, usually in April and October. In the event of a pending layoff a current seniority list will be prepared and posted in designated locations.

- 11.9 Employees are responsible to provide, in writing, a current address and telephone number at which she may be contacted.
- 11.10 Non bargaining unit employees may be permanently transferred into a new or vacant bargaining unit position to avoid layoff provided the employee is qualified to perform the duties. In such case, an employee *is* entitled to service for the purpose of calculating benefit and vacation entitlement, but not seniority.

## ARTICLE 12

### LAYOFF/RECALL

- 12.1 When circumstances arise that may result in restructuring of programs giving rise to possible layoffs, the parties will meet to negotiate possible solutions to avoid layoffs, all other viable alternatives will be undertaken before layoffs are implemented.
- 12.2 In the event of layoff, the Employer will first solicit voluntary layoffs from among the job classifications affected. If voluntary layoffs are not feasible, notice of layoffs will be given in reverse order of seniority within the block location's job classification affected.
- 12.3 When an employee has received layoff notice she will have the option to:
- a) be placed in the same or higher classification for any vacant position in the Association for which she possess the required qualifications and ability to perform the work. If two (2) or more people have relatively equivalent qualifications and ability to perform the work, then seniority will apply or
  - b) displace an employee with less seniority in an equal or lower classification position in the Association for which she has the required qualifications and ability to perform the work, or
  - c) accept a temporary placement in a position of equal or lower classification position in the Association for which she has the required qualifications and ability to perform the work; or
  - d) if full-time, accept placement in a vacant regular part time position of equal or lower classification position in the Association for which she has the required qualifications and ability to perform the work.
- 12.4 In the event an employee does not access their rights under 12.2 or 12.3, requirements for layoff notice will be given in accordance with the Employment Standards Act, but in no case shall less than one (1) month's notice be given.
- 12.5 When a full time employee who has received layoff notice is placed in a temporary or part time position, she will be considered for full time vacancies in priority to all other employees. If more than one employee is affected the order of placement will be according to seniority.

- 12.6 The names of employees who are laid off will be placed on a recall list for a period of 24 months, and when vacancies occur for which they possess the qualifications will be recalled in order of seniority. A recalled employee who does not report for work on the specified day and time without providing the employer with a satisfactory explanation will be deemed to be no longer an employee or a member of the bargaining unit in accordance with Article 11.4 (d) and will not be subject to further recall.
- 12.7 Leave with pay credits, including vacation, sick leave with pay; discretionary and floating holidays do not accrue during the lay off period.
- 12.8 It is the sole responsibility of each laid-off employee to notify the Association and Union promptly in writing of any changes in address. If an employee fails to do this, neither the Association nor the Union will be responsible for failure of a notice to reach such employee.
- 12.9 Permanent employees who are laid off indefinitely, voluntarily or otherwise will receive severance pay if they have been in the employ of the employer for at least five- (5) consecutive years without a break exceeding 30 days. Severance pay will be equal to one (1) week pro-rated non-overtime pay multiplied by the number of years of employment to a maximum of twenty-six (26) weeks' pay.



## ARTICLE 13

25

### LEAVE WITHOUT PAY

#### **Pregnancy/Parental Leave without Pay**

- 13.1 Pregnancy and parental leave without pay will be granted in accordance with the Employment Standards Act.
- 13.2 The Association will continue to make group insured benefits premium payments during the Pregnancy and Parental Leave provided the employee elects in writing to continue such benefits, subject to the requirements of the group insurance policy. The employee bears full responsibility for ensuring their premium payments are paid during the Pregnancy and Parental Leave. Where the employee does not make the required monthly contribution, the Association will not have any further obligation to continue benefit coverage for the employee for the duration of such leave.
- 13.3 Upon completion of Pregnancy and Parental Leave, the employee will return to the position held immediately prior to the commencement of the leave, or comparable position should the original position be eliminated.

#### **Personal Leave without Pay**

- 13.4 The Association may, at its discretion and upon written request, grant leave without pay to an employee for personal reasons for a period not to exceed 12 consecutive months. Benefits will continue, under the current cost sharing arrangement (excluding group retirement savings plan contributions) for 4 weeks, at the discretion of the employee.
- 13.5 After the 4 week period, and for the remainder of the period of personal leave without pay, the employee may elect in writing to continue benefits, providing the employee bears sole responsibility for ensuring full premium payments are paid during the leave. Where the employee does not make the required contribution, the Association will not have any further obligation to continue benefit coverage for the employee for the remainder of the leave period.
- 13.6 The employee remains eligible to make voluntary GRRSP contributions during the leave without pay period. The Association will suspend its contribution during the period of leave without pay.

- 13.7 Upon completion of the leave without pay period, the employee will return to the position held immediately prior to the commencement of the leave, or comparable position should the position be eliminated.

### **Leave for Union Business and Employment**

- 13.8 Upon written request, an employee will be granted leave of absence without pay to attend union meetings. This provision is subject to the efficient operation of the Association and will not be unreasonably withheld.
- 13.9 When an employee is elected or appointed to a full time position with OPSEU, the employer will grant a leave of absence with pay for a maximum period of 2 years, which may be extended by mutual consent. Regular pay and benefits will continue for the leave period with full reimbursement by OPSEU for all direct pay and benefit costs for the duration of the leave period.

### **General**

- 13.10 An employee's leave with pay entitlements will be proportionately reduced for leaves of absence without pay exceeding four (4) weeks, except for work related illness or injury and pregnancy/paternity leave.

## ARTICLE 14

### LEAVE WITH PAY

14.1 Leave with pay is not transferable between employees.

14.2 Probationary employees earn but are not entitled to take leave with pay.

#### **Leave with Pay Credits**

14.3 In February of each fiscal year, full time employees classified as support coordinator may opt to cash in for payment, up to a maximum of 50% of earned but unused vacation leave with pay and float credits at a rate of 50%.

#### **Bereavement Leave**

14.4 Bereavement leave is granted under the following terms and conditions:

- a) In the case of the death of an employee's spouse, parent, sister, brother or child an employee will be granted leave with pay up to five (5) scheduled shifts, within seven (7) calendar days of the death.
- b) In the case of the death of an employee's ward, guardian, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather or grandchild, an employee will be granted leave with pay for up to three (3) consecutive scheduled shifts, up to and including the day following the funeral.
- c) An employee will be granted up to a total of eight (8) hours in any fiscal year to attend the funeral of friends and/or relatives not defined above.
- d) Additional leave without pay may be granted for special circumstances such as travel time related to deaths described above as authorized by her primary supervisor.
- e) It is agreed that all entitlements under this article will include those flowing from a spousal partnership and that all entitlements arise out of only one spousal relationship

## **Training and Development**

- 14.5 Where the Association requires that an employee attend a training event, the employee will be paid at their regular rate of pay for their regular scheduled hours of work but in no event not less than the schedule hours of training for attendance and reimbursed for all preauthorized expenses incurred while attending the training event.
- a) An employee who allows her First Aid/CPR and/or CPI certification(s) to lapse must take refresher training at her own expense and on her own time, unless the employer failed to offer the retraining opportunity.
  - b) Where the employee attends non-mandatory courses or training, the Association, at its sole discretion, will determine in advance the level of financial support including wages, reimbursement for fees, or other related expenses.
  - c) Decisions of the employer will not be subject to the grievance and mediation/arbitration process as outlined in this agreement.
  - d) Employees are eligible for financial support to participate in a course of study relevant to their work with the employer in accordance with the Association training policy.

## **Jury/Court Duty with Pay**

- 14.6 Employees covered under this clause; will be, deemed to be scheduled for the day shift.
- a) When an employee is selected for service as a juror, or is subpoenaed as a witness in a matter related to her employment with EACL, she will be compensated for loss of pay for her regularly scheduled hours for each day served, and will return to the Employer any fee received as a juror or witness. However, should the employee present herself for selection as a juror and not be selected, she will return to her primary workplace, or other workplace as assigned, to complete her remaining normally scheduled work day.

## **Statutory Holidays**

- 14.7 Employees covered by this Agreement are entitled to the following Statutory Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day. Full time employees will not be scheduled to work on any statutory holiday.
- 14.8 Employee entitlement to and payment for statutory holidays is determined in accordance with the Employment Standards Act. Employees whose scheduled day off falls on a statutory holiday or designated day will be paid holiday pay, or granted a lieu day at her option.

## **Floating Days with Pay**

- 14.9 The parties agree that if Remembrance Day is legislated as a Statutory Holiday, it will result in an equal reduction in the number of float days provided in this agreement.
- 14.10 Full time employees are entitled to twenty-four (24) hours off with pay during the fiscal year, at a time mutually agreed with the primary supervisor, which will not be unreasonably withheld. Float days with pay are awarded for the current fiscal year, on the basis of 2080 hours worked in the current fiscal year. Requests for float days with pay must be normally submitted in writing two (2) weeks prior to the date the float day is to begin to permit adjustment to the schedule.
- 14.11 No hours may be carried over from one year to the next.
- 14.12 This entitlement is pro-rated for newly hired or newly appointed full time employees or employees on leave without pay based on the period remaining in the fiscal year.

## **Sick Leave with Pay**

- 14.13 Permanent full time employees will be credited with eighty- (80) hour's sick leave with pay on April 1st of each year. Employees may maintain up to 120 hours banked.
- 14.14 Full time employees are entitled to carry over up to 50% of earned but unused hours of sick leave with pay credits to a maximum of 40 hours. The total banked sick leave with pay credits may not exceed 120 hours.
- 14.15 Regular part time and part-time employees with 6000 hours of at work service receive sick leave with pay credits on a pro-rated basis. Employees may maintain up to 80 hours banked.

- 14.16 Regular part time and part time employees are entitled to carry over up to 50% of earned but unused hours sick leave with pay credits to a maximum of 30 hours. The total banked sick leave with pay credits may not exceed 80 hours.
- 14.17 An employee is required to notify her primary supervisor or designate of an intended absence due to illness or injury at least (3) hours before the commencement of her shift, or as agreed based on program needs. If at all possible employees are encouraged to provide additional notice of pending personal illness to ensure program needs are maintained.
- 14.18 When an employee has submitted an insurance claim following workplace injury or illness, and is awaiting confirmation of eligibility, the Employer will, upon written request by the employee, maintain wages up to the accrued sick and vacation leave with pay credit balance. When the claim has been approved, the employee will have the option to reimburse the sick credit and vacation pay used.
- 14.19 At the beginning of the fiscal year and once during the year employees will be notified in writing of their sick leave with pay credits.
- 14.20 The employer may recoup used but unearned sick leave and credits when an employee terminates her employment.
- 14.21 When an employee is on sick leave without pay for illness and it is likely she will be absent for a period of greater than 12 months, her position may be filled. Upon her return the employee will be appointed to a comparable vacant position for which she is qualified. The employee's classification will be protected. Where no comparable position is available the employee may exercise bumping rights under Article 12.

### **Discretionary Leave with Pay**

- 14.22 Employees eligible for discretionary days as of August 29, 1998 and who maintain their status as Full Time, Regular Part Time, or Part Time, as defined in Article 2 are entitled up to thirty-two (32) hours discretionary leave credits.

Full Time employees discretionary leave credits are awarded for the current fiscal year, on the basis of 2080 hours worked per fiscal year

Regular Part Time, and Part Time employees discretionary leave credits are calculated on a pro-rated basis of hours worked in the previous year according to the following:

- a) Carry over from one year to the next is not permitted;
- b) Discretionary leave credits are calculated from the effective date of appointment for Full Time employees. Regular Part Time, and Part Time employees become eligible for discretionary leave credits when the employee's hours of work exceeds 6000 hours;
- c) Casual employees, or Full Time, Regular Part Time or Part Time employees who change to casual status are not entitled to discretionary leave credits.
- d) Discretionary leave credits will not be unreasonably denied taking into account adequate coverage in each classification and workplace.

### **Vacation Leave with Pay**

14.23 Vacation leave with pay is granted as follows:

- a) The vacation year is from April 1 to March 31. Vacation leave may not be carried over to the next year unless requested in writing by the employee normally no later than January 31 and approved in writing by the primary supervisor or designate.
- b) Vacation entitlement is based on the employee's rate of pay at the time vacation is taken.
- c) Vacation entitlement is based on the employee's service as of April 1<sup>st</sup> of the current year.
- d) Casual and probationary employees receive vacation pay and time as defined in the Employment Standards Act. Payment for vacation pay will usually be provided in April.
- e) Part time vacation leave entitlement is outlined in table 1.
- f) Full time vacation leave entitlement is outlined in table 2.
- g) Part time employees receive pro-rated vacation pay based on the hours paid.

14.24 When an employee's vacation leave is interrupted due to an illness requiring the employee to be an inpatient in a hospital, the employee may request her vacation leave be amended to sick leave with pay based on her available credits, or may be amended to personal leave without pay.

In both cases the employee must provide satisfactory documentation of the hospitalization.

- 14.25 When a statutory holiday falls within an employee's vacation, she is entitled to an equal number of vacation credits to be taken at a mutually agreed upon time.
- 14.26 Employees must normally take vacation leave in increments not less than one (1) scheduled block shift and subject to Article 14.29.
- 14.27 The vacation leave period will be mutually arranged between the employee and the primary supervisor, taking into account adequate coverage in each classification and workplace.
- 14.28 Seniority will prevail if a dispute occurs over vacation leave scheduling.
- 14.29 The request for vacation leave with pay will normally be submitted in writing two weeks prior to the date the period of vacation is to begin to permit adjustment to the schedule.
- 14.30 An employee appointed to a permanent full time position from within the bargaining unit will earn vacation leave with pay credits as follows provided the entitlement does not result in a reduction. For the purposes of this clause the years of service calculation begins on the date of continuous service not interrupted by a break in service in excess of 2 pay periods.



*Table 1*

<i>RPT and PT Hours of Service</i>	<i>Vacation Entitlement</i>
<i>First 0 – 6000 hours</i>	<i>4% vacation pay &amp; 2 weeks vacation leave without pay subject to the Employment Standards Act</i>
<i>RPT and PT Hours of Service</i>	<i>Vacation Entitlement</i>
<i>6001 – 10,000 hours</i>	<i>Maximum 3 weeks vacation leave with pay on a pro-rated basis, based on 6% of previous year's earnings</i>
<i>10,000+ hours</i>	<i>Maximum 4 weeks vacation leave with pay on a pro-rated basis, based on 8% of previous year's earnings</i>

*Table 2*

<i>Permanent Full Time Employees Service</i>	<i>Vacation Entitlement Earned Monthly</i>
<i>0 – 1 year of service</i>	<i>1 day per month of service to a maximum of 10 days</i>
<i>1+ to 10 years of service</i>	<i>20 days vacation</i>
<i>10+ to 20 years of service</i>	<i>25 days vacation</i>

**Self Funded Leave**

14.31 At the written request of the employee, and at the discretion of the employer, a portion of earnings may be set aside over a minimum period of six months to allow an employee to take a period of self-funded leave equal to the time earned, with pay. The employee will continue to accrue seniority, draw pay and continue access to benefits according to entitlements and provided the employee maintains contributions for the period of leave.

## ARTICLE 15

### HOURS OF WORK

#### Hours of Work

- 15.1 This clause is intended to define the normal hours of work and is not a guarantee of hour's of work per day or per week, or of days of work per week. It is agreed and understood that the Association is a twenty-four (24) hours per day, seven (7) days a week, continuous operation and those services must be maintained. It is agreed that employees may be required to work all 3 shifts as determined by the employer.
- 15.2 The normal hours of work for full time employees is eighty (80) hours in a two (2) week pay period and eight (8) hours a day unless mutually agreed otherwise.
- 15.3 Employees are entitled to a thirty (30) minute paid meal break in any shift when required to work more than five (5) consecutive hours. Employees are required to remain at their workplace during the paid 30 minute meal break unless prior approval has been obtained by the employee's supervisor. Such request would not be unreasonably denied, provided the needs of the people supported are still met.
- 15.4 The employer will provide paid rest periods subject to the needs of the persons supported.
- 15.5 Employees are entitled to eight (8) hours off duty between shifts unless otherwise mutually agreed by the employee and the supervisor involved.
- 15.6 Employees are required to remain at the workplace until replacement has arrived. Should the replacement be late or unable to attend, the employee will remain at the workplace until other arrangements can be made.
- 15.7 Work schedules are posted in an appropriate place at least four (4) weeks in advance.
- 15.8 The Association may change or cancel an employee's scheduled time as posted provided the employee has been previously notified by the Association either orally or by voice message left at the phone number provided by the employee.

15.9

- a) If the employee has been notified of a cancellation of a shift less than eight (8) hours before the scheduled time, she is entitled to remuneration for three (3) hours pay unless the original schedule was less than three hours; in that case the employee is eligible to receive payment for hours originally scheduled.
- b) For continuity of programs for people supported, the Association will offer the employee who is scheduled that day's next regular shift, first opportunity to take the earlier day's shift. Following which the Association will follow the on call procedures to fill the then created vacancy.

15.10 When there is an emergency beyond the control of the employer/person supported, the three- (3) hour minimum pay is waived, except that when an employee has already reported for work, she will receive one (1) hour pay.

15.11 All employees are required to maintain valid First Aid/CPR certification and where applicable CPI. If an employee knowingly allows their certification(s) to lapse, no further hours are scheduled or offered until such time as the employee demonstrates to management their willingness to be re-certified within a mutually agreed time frame and with their proof of registration.

15.12 It is understood that other arrangements regarding working conditions (for example hours of work) have been attached to this agreement and entered into between the parties. This includes but is not limited to:

- Working in 2 Job Classifications
- Split Shifts
- Job Share
- Reduced Work Week
- Self Funded Leave
- Attrition Plan FT S/C2 Classification
- Compressed Work Week
- Block Scheduling and Staffing System
- SSAH Right of Access
- Status Change over 6 Months

## ARTICLE 16

### JOB POSTING

#### **General**

- 16.1 For competitive postings, candidate selection will be made on the basis of relative equality in qualifications and with regard for precision and equity. Person(s) supported and/or family members may participate in the selection process.
- 16.2 Posting notices will state the position classification, block and location, qualifications, hours of work and rate of pay.
- 16.3 Transfer of staff for accommodation due to health and safety or medical reasons are not a violation of this article.

#### **Permanent Full Time**

- 16.4 When a permanent vacancy occurs or when a new position is created within a block of the bargaining unit, written requests for transfer will be considered from staff of equal classification in that block who were deemed qualified for that position. Selection from the transfers will be on the basis of seniority and the subsequent end vacancy will be posted Association-wide as a competitive posting for a period of seven (7) calendar days. Candidates will be selected on the basis of skill and the ability to perform the job. Where skill and ability are relatively equal, seniority will be the determining factor. All written requests for transfer will be maintained for one fiscal year. Once submitted, employees wishing to keep transfer requests active must resubmit their written request on an annual basis, but not later than March 15<sup>th</sup> of the ending fiscal period.

#### **Regular Part Time and Part Time**

- 16.5 When a permanent regular part time or part time vacancy occurs within a block of the bargaining unit, written requests for transfer will be considered from staff in that block of greater or equal classification who are deemed qualified for the position. Selection from among the requests for transfers will be on the basis of seniority.
- 16.6 Should the position remain unfilled a competitive posting will be open to all bargaining unit staff.

- 16.7 At the time of posting, the Association may also advertise outside the bargaining unit, however bargaining unit applicants will be considered in priority to external candidates.

### **Temporary Vacancies**

- 16.8 Employees with greater or equal classification are given priority in consideration for temporary vacancies within the block on the basis of seniority.
- 16.9 Subsequent or unfilled temporary vacancies will be allocated to the most senior qualified employee within the block who expresses an interest prior to posting outside the block.

### **Casual Vacancies**

- 16.10 Casual positions will be filled on the basis of seniority unless specialized qualifications are required.

### **Orientation Period**

- 16.11 At the request of either the employee or employer, an employee may return to her former or comparable position if, within 520 hours, she is unable to meet the requirements of the position. Should an employee be successfully placed in a vacant position to which another employee has rights under this article; the employee who has been placed in the vacant position will have a waiting period of 520 hours before the new position is considered of a permanent nature. Should the employee or employer exercise their options under this article the employee who was placed in the vacant position will be returned to their former position.

## ARTICLE 17

### PROBATION

- 17.1 An employee newly appointed from outside the bargaining unit *is* on probation for the first five hundred and twenty (520) hours worked. Such period may be extended by mutual consent.
- 17.2 A probationary employee is not entitled to compete for, or transfer to other positions that may become available.
- 17.3 The employee's work performance will be evaluated during the probationary period.
- 17.4 Seniority will be credited from the date of appointment upon successful completion of the probationary period.
- 17.5 Employment may be terminated during the probationary period for failure to meet the requirements of the position, without recourse to the grievance provisions of this agreement.

## ARTICLE 18

### OVERTIME AND LIEU TIME

#### **Overtime**

18.1 The Employer has the right to schedule overtime when required. Overtime will be approved by the employee's primary supervisor and will be paid at time and one-half of the employee's regular rate of pay for the actual hours worked beyond eighty-eight (88) hours in a two-week pay period.

#### **Lieu Time**

18.2 Employees have the option to accumulate time off in lieu of being paid for hours worked in excess of eighty (80) hours per two-week pay period.

18.3 The maximum hours accumulated and maintained in an employee's lieu bank is 24 hours.

18.4 Employees should request authorization to use lieu time from her primary supervisor with as much notice as possible but not less than one hour verbal notice. Such time will not be unreasonably denied.

18.5 Lieu time is not transferable.

18.6 No payment will be provided for unused lieu time. Lieu time may be carried over from one year to the next.

18.7 All calculations for payment of overtime or lieu time accumulations will be based on the agreed to job classification's rate of pay for actual hours in attendance on the job.

## ARTICLE 19

### CALL-IN

- 19.1 Call in to fill an open shift will be conducted in accordance with Letter of Understanding on Block Scheduling and Staffing System; attached to this agreement.
- 19.2 Employees who refuse three consecutive shifts in a four (4) week period will no longer be considered eligible for participation on the contingency list, unless on an authorized leave of absence or prior arrangements have been made to temporarily suspend participation.



## ARTICLE 20

### MEDICAL EXAMINATIONS

- 20.1 As a condition of continuing employment all applicable employees, at the request of the employer, will obtain an annual medical examination.
- 20.2 An employee returning to work after sick leave may be required to provide upon request, a certificate from her attending physician or recognized health care provider verifying the dates of absence and fitness to return to work.
- 20.3 The cost of any post-hiring medical examination requested by the employer, or any medical certificate required for continuation of employment will be covered by the employer.

## ARTICLE 21

### HEALTH AND SAFETY

- 21.1 The parties agree that health and safety matters will be handled under the provisions of the Occupational Health and Safety Act, the EACL Health and Safety policy and in accordance with the Structure Agreement negotiated by the parties May 5, 1992 and any subsequent amendments.
- 21.2 The employer agrees to pay \$45.00 reimbursement toward the purchase of safety footwear, where required, once in an eighteen (18) month period. Reimbursement will be made upon submission of proof of purchase provided it is submitted within forty-five (45) days of purchase.
- 21.3 The employer will coordinate any specialized training for staff with the appropriate professionals. Regularly scheduled staff in these work areas must attend and successfully complete this training prior to administering any specialized procedures.

## ARTICLE 22

### WAGES AND COMPENSATION

- 22.1 The rates of pay and classification schedules are set out in schedule "A" to this Agreement.
- 22.2 An employee using a personal vehicle on approved Association business will be compensated at a rate of thirty-two (.32) cents per kilometre.
- 22.3 An employee will be compensated for out of pocket expenses in accordance with the EACL policy.
- 22.4 With prior written approval from the primary supervisor, employees who transport persons supported in personal vehicles as part of their job responsibilities will be compensated for additional insurance premiums they incur as a result. Compensation will be up to a maximum of twenty dollars (\$20.00) in any six (6) month period or forty dollars (\$40.00) if any one (1) fiscal year provided a copy of the insurance contract is provided.
- 22.5 All additional funding for wages provided by the Ministry of Community and Social Services will be allocated to the salary schedule in accordance with the guidelines under which they are received by the Association.
- a) Any dispute between the parties regarding the above allocation is subject to the grievance, mediation/arbitration procedure of this collective agreement.
- 22.6 Employees offered sleep shifts from the call in or contingency list will be paid at the Night Support Sleep Coordinator's Job Classification's rate of pay or can accrue lieu time in accordance with Article 18 based on the Night Support Sleep Coordinator's Job Classification's rate of pay.
- 22.7 Contract employees are paid at the base rate for the classification for which they are hired.

- 22.8 Where an employee moves into a higher paying classification she will be placed on the new salary grid at a point that results in a pay increase of at least the difference between the increment levels in her former position.
- 22.9 Where an employee moves into a lower paying classification she will be placed on the new salary grid at a point that results in **no** loss of pay or at the maximum rate of pay whichever is less.
- 22.10 Remuneration for sleep shifts recognizes some hours are spent sleeping and some hours may be awake.

## ARTICLE 23

### BENEFIT PLAN

23.1 The Association will pay the premium cost for all post-probationary actively employed full time employees, as follows:

Extended Health	100%
Short Term Disability	50%
Long Term Disability	50%
Dental	50%
Accidental Death and Dismemberment	50%
Dependant Life Insurance	100%
Life Insurance	50%

23.2 The Association will pay the premium cost for all post-probationary actively employed regular part time employees, as follows:

\$10,000 Life Insurance	100%
Extended Health	75%
Dental	50%

23.3 The ODA (Ontario Dental Association) fee schedule will be the current fee schedule minus one year to be amended from year to year (ODA-1).

23.4 No payment in lieu of benefits is paid if an employee elects not to participate in all or any part of the benefit plan.

23.5 The carrier is solely responsible for determining benefit entitlement. The employer's sole obligation is to pay premiums.

23.6 The employer will not be held liable in the event of a dispute arising out of the insurance carrier's decision to pay or not pay benefits. Employees are required to advise the employer of changes in marital status to ensure accurate benefit administration.

23.7 The Association will make matching 3% contributions to the group retirement savings plan in accordance with the provisions of the group retirement savings plan agreement and EACL policy.

## ARTICLE 24

### PERSONNEL FILES

- 24.1 A post-probationary employee who is actively employed by the Association has the right to review her personnel file twice in an twelve (12) month period on reasonable notice in writing to the Executive Director or her designate and such review shall be in the presence of the Executive Director or her designate. An employee has the right to respond in writing within ten (10) calendar days of the review to any documents contained therein. Such response will become part of the personnel file.
- 24.2 At the employee's request, letters of counseling or disciplinary records will be removed from the employee's personnel record after eighteen (18) months at-work service, providing no further counseling or disciplinary action has occurred during that period.

## ARTICLE 25

### MISCELLANEOUS

- 25.1 Where the feminine pronoun ~~is~~ used in this agreement, it means and includes the masculine pronoun wherever the context applies.

#### **Contracting Out**

- 25.2 There will be no contracting out of bargaining unit work that results in the reduction of hours or lay off of any bargaining unit employee.

ARTICLE 26

DURATION OF AGREEMENT

26.1 The terms of this Agreement shall be binding upon the parties hereto from April 1<sup>st</sup>, 2000 to March 31<sup>st</sup>, 2005 and thereafter from year to year unless either party gives to the other party written notice for renewal, cancellation or modification. Such notice must be given not earlier than ninety (90), days and not later than thirty (30) days prior to the expiration of this Agreement.

Signed on JANUARY 21, 2003

On behalf of OPSEU Local #151

Mary Carlisle  
Jane Van Buel  
Angie Robert  
Tom Wolt  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of EACL

M. Callan  
Mary Carrys  
Henry Jones  
J.A.W.  
\_\_\_\_\_  
\_\_\_\_\_



**Letter of Understanding  
 Between  
 OPSEU Local 151  
 And  
 Elgin Association for Community Living  
Block Scheduling and Staffing; System**

The purpose of this document is to describe how hours of work are scheduled and supplemental hours of work offered within the Association, as well as how to describe procedurally how positions are filled in the Association.

This process builds upon the “Making Seniority Count” memo dated November 17, 1997 and compliments the Staffing Policy (HRP-00 1) of the Association (originally dated September 1997 and reissued November, 1999).

**1. Definitions:**

Block: A block is a method of grouping work locations with similar skill requirements, individual support needs and legislative and funding requirements.

<b>Block 1</b>	<b>Block 2</b>	<b>Block 3</b>
William Street and Erie Street and Friendco and Queen Street and Donker Drive	Park Ave and Walnut Street and SIL – 294 T. and Stirling Cres and West Ave and Hammond St. and Croatia Crt. and Housekeeping Services and Ontario Early Years	East St and Woodworth Ave and Aylmer and SIL (16) and Dutton and Supported Employment and Adult Developmental Centre and Volunteer Services and Transportation Services

Contingency: Agency wide listing of employees who have advised in writing their willingness to work in multiple sites in the Association for Call In shifts.

Call Ins: Any supplemental hours of work offered to an employee over and above the employee’s agreed to, routine block of scheduled hours.

Scheduled Hours: Those planned hours of work assigned to a position in a specific physical location within a block.

Relatively Equal: During the interview assessment phase of recruitment; seniority will prevail if the candidates have a point spread different of 8% or less.

## **2. General Information**

Employees are "deemed" qualified for positions of equal status and classification within their assigned block. Employees have the opportunity to apply for transfer within their block or post into positions outside their block, or outside their classification in accordance with and subject to the Job Posting procedures in the Collective Agreement.

All full time, regular part time and part time employees are appointed to a position in a specific physical location within a block. All casual employees are appointed to a block.

## **3. Shift Changes**

Employees wishing to switch a scheduled shift are responsible to find a colleague willing to switch a shift with them. Ideally shifts should be similar in length of hours. Switched shifts must occur within the same pay period. Once an employee has found someone to switch a shift with, they are required to contact the on call scheduling supervisor to advise of the switch. Once verbal approval has been provided by the supervisor, a Shift Change Form must be submitted (not later than 48 hours) acknowledging the switch and signed by both employees as endorsement of the switch. Adjustments to time sheet submissions will only be done according to the signed Shift Change Forms. Switched shifts which do not have the required documentation may result in a delay in processing the applicable time sheets and payroll will be submitted as originally scheduled.

## **4. Call In Procedures**

To be offered additional shifts, employees must notify the on call scheduling supervisor in writing of their interest to accept shifts

- a) within their block
- b) across the agency

With the exception of pre-approved discretionary, float or vacation time and for personal illness, staff may not cancel a scheduled shift or a previously agreed to call in shift. Nor can a staff cancel a scheduled shift or agreed to call in shift in order to accept another shift.

Full time, Regular Part Time and Part Time staff may refuse the offered call in shift without prejudice.

When a multiple of shifts are available the staff in order of the noted sequence(s) are offered the choice of shift they wish to work in accordance with the following. It is understood employees are able to accept multiple shifts to their maximums following which they are

only able to accept extra hours on a shift by shift offered basis and not by multiples of shifts at one time.

The following steps are to be used in sequence:

- Step 1 Offer the call in shift to FullTime staff in the work location up to and including 88 hours compensated in the two week pay period; on the basis of seniority.
- Step 2 Offer the call in shift to PartTime staff in the work location up to and including 72 hours compensated in the two week pay period; on the basis of seniority.
- Step 3 Offer the call in shift to RegularPartTime staff in the work location up to and including 72 hours compensated in the two week pay period; on the basis of seniority.
- Step 4 Offer the call in shift to Casual staff in the block up to and including 64 hours compensated in the two week pay period; on the basis of seniority.
- Step 5 Offer the call in shift to Full Time staff in the block up to and including 88 hours compensated in the two week pay period; on the basis of seniority.
- Step 6 Offer the call in shift to Part Time staff in the block up to and including 72 hours compensated in the two week pay period; on the basis of seniority.
- Step 7 Offer the call in shift to Regular Part Time staff in the block up to and including 72 hours compensated in the two week pay period; on the basis of seniority.
- Step 8 Offer the call in shift to employees on the Contingency List by classification, by order of seniority up to the maximums as described in Steps 5 through Step 8.

If the shift(s) still need to be filled the following steps will be followed:

- Step 9 Offer the call in shift to the Full Time employee in block on basis of seniority.
- Step 10 Offer the call in shift to the Part Time employee in block on basis of seniority.
- Step 11 Offer the call in shift to the Regular Part Time employee in block on basis of seniority.
- Step 12 Offer the call in shift to the Casual employee in block on basis of seniority.

**5. Vacancies:**

Transfers for all permanent vacancies will be filled in accordance with Article 16 Job Posting of the Collective Agreement. Should there be no transfer to the vacant position, the job posting provisions of Article 16 will prevail.

The following bargaining unit positions require additional and/or different qualifications than Support Coordinator (1 or 2) positions:

Family Support Worker	Van Driver
Community Resource Coord (OEYC)	Volunteer/Membership Coordinator
Community Resource Workers (OEYC)	Housekeeper
Supported Employment	Health and Safety Coordinator

Procedurally the following steps must be taken when filling a posted vacancy:

1. All applicants will be responsible to provide proof with their application that they meet the screening requirements for the position as stated on the job posting.

This includes but is not limited to proof of education, experiences, First Aid/CPR, Pharmacology and where required, CPI.

2. Lack of proof will result in the application for employment being declined for consideration.
3. Management will pre-determine the additional skills that are required for the position prior to offer of transfer or job posting.

**For internal job postings the following guidelines have been established:**

Permanent Full Time (FT) Positions (internal applicants)

Initial Screening	CUT OFF SCORE OF 34 OUT OF 40 POINTS (85%) – determined by 25% value placed on seniority, 30% value placed on education and 45% value placed on experience.
Interview Assessment	PASS MARK OF 75%

Temporary Full Time (FT) and Regular Part Time (RPT) Positions (internal applicants)

Initial Screening	CUT OFF SCORE OF 30 OUT OF 40 POINTS (75%) – determined by 25% value placed on seniority, 30% value placed on education and 45% value placed on experience.
Interview Assessment	PASS MARK OF 70%

Temporary Regular Part Time (RPT), Part Time (PT) and Casual (CAS) positions (internal applicants)

Initial Screening	CUT OFF SCORE OF 26 OUT OF 40 POINTS (65%) – determined by 25% value placed on seniority, 30% value placed on education and 45% value placed on experience.
Interview Assessment	PASS MARK OF 65%

**For external applicants the following guidelines have been established:**

Permanent Full Time (FT) Positions (external applicants)

Initial Screening	CUT OFF SCORE OF 46 OUT OF 54 (85%) with 50% value placed on education and 50% value placed on experience
Interview Assessment	PASS MARK OF 75%

Temporary Full Time (FT) and Regular Part Time (RPT) Positions (external applicants)

Initial Screening	CUT OFF SCORE OF 41 OUT OF 54 (75%) with 50% value placed on education and 50% value placed on experience
Interview Assessment	PASS MARK OF 70%

Temporary Regular Part Time (RPT), Part Time (PT) and Casual (CAS) positions (external applicants)

Initial Screening	CUT OFF SCORE OF 35 OUT OF 54 (65%) with 50% value placed on education and 50% value placed on experience
Interview Assessment	PASS MARK OF 65%

**Initial Screening Seniority Table used in calculations:**

From # Years	To # Years	Points Granted
0.00	0.24	.25
0.25	0.49	.50
<b>0.50</b>	<b>0.75</b>	<b>1.00</b>
0.76	0.99	1.50
1.00	1.24	2.00
1.25	1.50	2.50
1.51	1.75	3.00
1.76	1.99	3.50
2.00	2.49	4.00
2.50	2.99	4.50
3.00	3.49	5.00
3.50	3.99	5.50
4.00	4.49	6.00
4.50	4.99	6.50
5.00	5.49	7.00
5.50	5.99	7.50
6.00	6.49	8.00
6.50	6.99	8.50
7.00	7.49	9.00
7.50	7.74	9.50
7.75	7.99	9.75
8.00	8.01 plus	10

Dated this 21 day of January, 2003.

Signed on behalf of the Union

Signed on behalf of Management

Mary Curiale  
Jane Van Buhel  
Chris Robert  
Tom Wata

[Signature]  
Mary Curiale  
[Signature]  
Heuse Vorse

**Letter of Understanding  
Between  
OPSEU Local 151  
And  
Elgin Association for Community Living**

**SPLIT SHIFTS**

There is an agreement that split shifts are allowed, under the following conditions:

- Employees have individual choice to work or not to work split shifts;
- An employee may enter into a written agreement with the employer using the prescribed form to work split shifts for a definite or indefinite period of time;
- The employee may terminate the written agreement at any time with two weeks written notice to his/her immediate supervisor;
- Notwithstanding, employees who have accepted a position with split shifts are deemed to have a written agreement to work split shifts for a six (6) month period.

Signed on Behalf of  
The Ontario Public Service  
Employee's Union

Mary Cantale  
Jane Van Bessel  
Annie Robert  
Tom Wata

Signed on Behalf of  
Elgin Association for  
Community Living

[Signature]  
Mary Cantale  
S.A.U.  
[Signature]

Dated this 21 day of January, 2003.

**Letter of Understanding  
Between  
OPSEU Local 151  
And  
Elgin Association for Community Living**

**REDUCED WORK WEEK UNDERSTANDING**

1. Full-time employees of the Association, may propose a reduced work week arrangement, and if mutually agreed to by the Union and the Employer, it shall be implemented.

All reduced work week agreements must be signed off by a Union representative and the Employer prior to any change in hours of work or other terms of employment to the full-time position. Reduced work week arrangements shall not exceed an average of 160 hours in one fiscal year, or less than 74 hours worked per two week pay period.

2. Full time employees who enter into such an arrangement shall maintain their original job status and classification in the Local 151 bargaining unit during the terms of the reduced week agreement. This Paragraph 2 shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement, and unless modified by this letter of understanding, all terms and conditions of the Collective Agreement shall continue to apply.
3. Hours worked shall govern all entitlement accruals, including seniority (see also #10).
4. The employer will continue to provide premium payments equal to that of one full-time employee; provided the reduced work week does not exceed 160 hours in a 12 month period.
5. In so much as parties to a reduced work week agreement are requesting a reduction of work hours, additional hours of work and scheduling of overtime will not be offered through the Call In procedures during the length of this agreement. Exceptions to this procedure must be approved by the Director of the Program with consultation with the Union prior to approval and implementation.
6. Individuals who are currently working full-time and wish to make application for a reduced work week shall do so in writing to the Executive Director (subject to the mutual agreement of the union and the employer (refer #1)).

7. Subject to the program needs, the employer will determine if all or part of the remaining hours will need to be posted in accordance with the Collective Agreement during the length of the reduced work week agreement.
8. All positions that would be posted as a result of a reduced work week and subsequent agreement are deemed to be temporary in nature. If applicable, the term and task opportunity would be reposted in accordance with the posting provisions of the Collective Agreement.
9. The seniority and service accruals, as outlined in the Collective Agreement, of an employee participating in a reduced work week arrangement shall continue to accrue as a full time employee but on a prorated basis, based on the hours actually at work.
10. Any conflict or misunderstanding that may come forward as a result of implementation of a reduced work week agreement will be discussed by all parties to the agreement at a Union/Employer meeting. If no agreement can be reached between the parties, the particular reduced work week arrangement involving specific employees will revert back to the original full-time position.
11. The Employer or the employee may discontinue a reduced work week agreement with sixty (60) calendar days written notice to all parties to the agreement, or such other notice as may be agreed to by the parties at which time the employee will return to their normal full time position's terms of employment as outlined in the Collective Agreement
12. In the event of a layoff, #11 of this letter of understanding is waived and the employees' position that is currently a reduced work week arrangement would be immediately returned to their original position and layoff would be in accordance with the terms of the Collective Agreement.

**On behalf of OPSEU Local 151**

Mary Gaudin  
James Van Breda  
Annie Robert  
Thomas Wain

**On behalf of Elgin Association  
For Community Living**

Jeff Callan  
Mary Owens  
Jill A. K...  
Heather Rose

Dated this 21 day of January, 2003.



**Letter of Understanding  
Between  
OPSEU Local 151  
And  
Elgin Association for Community Living**

**Compressed Work Week**

Unless otherwise specified in this Agreement, all articles of the Collective Agreement between Elgin Association for Community Living and OPSEU 151 apply to employees covered by this Agreement.

---

---

Article 1 - Work Unit and Employees Covered

This agreement covers all employees classified as Support Coordinator 1 (S/C1), Support Coordinator 2 (S/C2 ) and Night Support Asleep.

These work locations operate on a twenty-four hour day, seven days per week and 365 days per year as indicated in Article 15. 1.

Article 2 - Hours of Work

2.1A Hours of work are in accordance with the employee's job status per Article 2 of the Collective Agreement.

2.1B These hours will consist of the following – per attached appendix:

Article 3 - Overtime

3.1 Authorized periods of work in excess of the regular working periods specified in Article 2 of this letter of understanding will be compensated in accordance with Article 18 of the Collective Agreement.

Article 4.1 - Holiday Payment

4.1 Where an employee works on a holiday specified in Article 14.7 and opts for compensating leave under Article 14.8, he or she may elect, at that time, to receive, in addition to his or her entitlement under Article 14.8 further leave equal to the difference between the number of hours in the employee's normal work day and his or her entitlements under Article 14.7. If the employee makes this election, there shall be deducted from the employee's pay for time worked under

Article 14.8, an amount equal to the number of additional hours of leave granted under this article (e.g.: work stat 10 hours = 15 hours pay (or lieu time) and day off in lieu, [10 hours normally scheduled]).

#### Article 5 – Sick Leave with Pay and Vacations Credits

- 5.1 Sick Leave with Pay – All leave with pay entitlements as outlined in Article 14 of the Collective Agreement are calculated in hours. Eligible employees shall be entitled to draw from accrued but unused sick credits for scheduled hours absence due to sickness or injury.
- 5.2.1 Vacation Leave with Pay - A deduction from an employee's vacation credits will be made for each hour of approved vacation leave of absence:  
Discretionary Days with Pay -- Eligible employees shall be entitled to draw from earned but unused discretionary hours in accordance with the Collective Agreement.
- 5.3 Floating Days with Pay – Eligible employees shall be entitled to draw from earned but unused float days in accordance with the Collective Agreement  
A partial hour's absence will be prorated on the same formula.

#### Article 6 - Training: Assignments

- 6.1 When an employee covered by this compressed work week agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of:
- (1) 8 hours per day, as applicable or
  - (2) the actual number of hours spent receiving training, for each day that the employee participates in the training program.
- 6.2 Where the change prescribed in Article 6.1 of this letter of understanding results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the "extra" or deficit" hours shall be reduced to zero during the pay period training has occurred, without any loss of pay by the employee or overtime payments by the Employer, as follows:
- (i) The employee shall be required to work a corresponding number of hours to make up for any deficit hours, or
  - (ii) The employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours spent at the training event.
- 6.3.1 Where there is mutual agreement, an employee may receive pay at his or her basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with Article 18 of the Collective Agreement.

Article 7 – Special/Compassionate and Bereavement Leave

7.1 Such leaves are not to be prorated.

Article 8 - Term

8.1 This Agreement shall be in effect for a period of one year from date of signature or until the expiry of the current Collective Agreement, whichever occurs first.

8.2 Either party may, on written notice of 60 days to the other party, terminate this Agreement or such other notice as may be agreed to by the parties.

DATED THIS 21 DAY OF JANUARY, 2003

For the Ontario Public  
Service Employees Union  
Local 151

Mary Cantide  
Jane Van Buekel  
Annie Robert  
Ken Wala

For the Elgin Association  
for Community Living

J. Allen  
Mary Caspers  
S.A.W.  
Wesley Borse

**Letter of Understanding  
Between  
OPSEU Local 151  
And  
Elgin Association for Community Living**

**Job Sharing Understanding**

1. Full-time employees of the Association, the Union or the Employer, may propose a job sharing arrangement, and if mutually agreed to by the Union and the Employer, it shall be implemented.

All job share agreements must be signed off by a Union representative and the Employer prior to any change in hours of work or other terms of employment to the full-time position.

13. Employees who enter into such a job sharing arrangement shall maintain their original job classification in the Local 151 bargaining unit during the job share agreement. This Paragraph 2 shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement, and unless modified by this letter of understanding, all terms and conditions of the Collective Agreement shall continue to apply.
14. Two employees sharing one full-time position shall receive wages based on normal full-time hourly rate for the full time position and in accordance with the Collective Agreement; based on the employee's service factor. Hours worked shall govern all entitlement accruals, including seniority (see also #15).
15. The employer will continue to provide premium payments equal to that of one full-time employee; the job sharers to equally pay any differentials in premium costs to benefits they are normally eligible to in their original position's job status.
16. Job share arrangements will be based on a 50/50 or equal sharing of the normal scheduled full time hours; unless mutually agreed to between the Union; the employer and the employee who has applied for their position to be a job share arrangement.
17. As a job share arrangement is related to "one full time position" in the agency, the combined hours worked for the two parties in a job share agreement will not exceed those for a normal full time position; a combined total of 80 hours per two week pay period. In so much as parties to a job share agreement are requesting a reduction of work hours, additional hours

of work and scheduling of overtime will not be normally offered through the Call In procedures to either party in a job share agreement during the length of this agreement.

18. Employees can only participate in one job share arrangement at any one time.
19. Job share agreements will be renewable on a yearly basis for the parties in such an arrangement, subject to a review at six months of implementation.
20. Individuals who are currently working full-time and wish to make application to job share shall do so in writing to the Executive Director, (the job share arrangement is subject to the mutual agreement of the union and the employer (refer #1)). The applicant's portion of the position will not be posted, but the remainder of the original shall be posted as per the Collective Agreement, outlining the specifics of the job share agreement. Specifics will include hours of work and initial duration of the agreement (a minimum of six months to a maximum of one year; subject to renewal per #8).
21. All positions that would be posted as a result of a job share posting and subsequent agreement are deemed to be temporary in nature and would be subject to a one year maximum term and task opportunity. If applicable, the term and task opportunity would be re-posted in accordance with the posting provisions of the Collective Agreement.
22. If one of the job sharers permanently vacates his/her position, both parties will revert back to their former positions. If one of the job sharers vacates his/her position, for any leave of absence of more than sixty (60) days both parties will normally revert back to their former positions, unless other arrangements as mutually agreed to between the union and the employer.
23. An employee participating in job sharing whom desires a posted full-time position must apply through the posting provisions of the Collective Agreement when such positions become available.
24. Posted schedules for job shared positions will be identical to the rotation for full-time positions they replace.
25. The employee who normally works the full time position that is brought forward as a job share arrangement will have the option of determining which portion of the work schedule they will work within five (5) working days of the creation of the shared job, (subject to #5). The remaining hours for the job share position posted in accordance with the terms of the Collective Agreement (subject to #9). The Employer shall schedule such work and the job sharers shall work in accordance with the posted schedule. In such cases as unforeseeable illness or bereavement, the other job sharer

will be called and will endeavour to replace his/her partner for scheduled shifts. For scheduled time off (i.e. vacation) the other job sharer will have the 1<sup>st</sup> option of acceptance/refusal of the additional hours; up to the maximum hours of the normal full time position, before the hours are offered in accordance with EACL Call In. If the hours are refused, then the scheduled shifts will be offered in accordance with the Collective Agreement.

- 26. The seniority and service accruals of **an** employee participating in a job sharing arrangement shall continue to accrue on a prorated basis to that of a full-time employee and shall be based on hours worked as outlined in the Collective Agreement.
- 27. **Any** conflict or misunderstanding that may come forward as a result of the implementation of this job sharing agreement will be discussed by both parties to the job share agreement at a Union/Employer meeting. If no agreement can be reached between the parties, the particular job sharing arrangement involving specific employees will revert back to the original full-time position.
- 28. The Employer or either employee may discontinue job sharing with sixty (60) calendar days written notice to all parties to the agreement, or such other notice as may be agreed to by the parties. In such instance Paragraph 5 and 6 herein shall thereupon become applicable with respect to the employees concerned.
- 29. In the event of a layoff, #17 of this letter of understanding is waived and the employees in a job share arrangement would be immediately returned to their original positions and layoff would be in accordance to the employee's service in their original position prior to the job share agreement and in accordance with the terms of the Collective Agreement.

**On behalf of OPSEU Local 151**

**On behalf of Elgin Association  
For Community Living**

Mary Carlsde  
Jane Van Bessel  
Annie Robert  
John Wote

[Signature]  
Mary [Signature]  
[Signature]  
Heidi Horne

Dated this 21 day of January, 2003.

**Letter of Understanding  
Between  
OPSEU Local 151  
And  
Elgin Association for Community Living**

**Self Funded Leave**

a) **Purpose**

The prepaid leave plan is a plan developed to afford employees the opportunity to **take (1) one year leave of absence**, funded solely by the employee through the deferral of salary over a defined period, in accordance with part LXVIII of The Income Tax Regulations, Section 6801 (as may be amended from time to time).

b) **Application**

Eligible employees must make written application to the Program Supervisor, with a copy to the Manager of Human Resources; at least (6) months prior to the commencement date of salary deferral portion of the self-funded leave plan and the time frame for the proposed period of leave. Such application will outline the reasons the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. If application is between two (2) or more candidates, from the same program, with the same intended purpose, seniority shall govern. The employee will be informed of the disposition of this application as soon, as is reasonably possible after the closing date for applications.

- c) Once application has been approved under 1 b), approval cannot be cancelled by the application submitted from a more senior employee and all requests will be approved subject to ensuring support needs of individuals and families remain the priority.

d) **Nature of Final Agreement**

Final approval for entry into the prepaid program will be subject to the employee entering into a formal agreement with the Association authorizing the Association to make the appropriate deductions from the employee's pay, The agreement will also include:

- i) **A** statement that the employee is entering a plan in accordance with Article 13.10 of the Collective Agreement.
- ii) The period of salary deferral and the period for which the leave is requested.
- iii) The manner in which the deferred salary is to be held. The Letter of Application to enter the plan will be appended to, and form part of, the written agreement.

e) **Deferral Plan**

The deferral portion of the plan shall involve an employee spreading four- (4) year's salary over a five- (5) year period, or such other schedule as may be mutually agreed between the employee and the Association. In case of the four (4) years salary over a five (5) year schedule, during the four (**4**)years of salary deferral twenty (20%) percent of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave, or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

f) **Deferred Earnings**

The manner, in which the deferred salary is held, shall be at the discretion of the Association. The employee will be made aware in advance of having to sign any formal agreement, of the manner of holding such deferred salary. Interest, which is accumulated during each year in the deferral period, shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

g) **Health and Welfare Benefit**

All benefits shall be kept whole during the deferral period of the Plan.

Employees will be allowed to continue to participating where eligible in health and welfare benefits and GRRSP plans during the self-funded leave, but the full cost of such plans will be borne by the employees.

Notwithstanding the above, employees shall not be eligible to participate in the disability income plan during the year of the leave.



**h) Seniority and Service**

During the year of the leave, seniority shall continue to accumulate, based on the previous years' average hours worked per pay period. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

**i) Assignment on Return**

On return from leave, a participant will be assigned to his/her former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

**j) Withdrawal Rights**

- i) The participant or the employer may withdraw from the plan at any time up to date of three (3) months prior to the commencement of the leave, unless otherwise mutually agreed between the employer and union. Deferred salary and accrued interest will be returned to the participant within a reasonable period of time.

**Termination of Employment**

- ii) If the participant resigns or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. In the event of a death of the participant, such funds will be paid to the participant's estate.

**k) Replacement Employees**

The Association will endeavour to find a temporary replacement for the employee, in accordance with Job Posting provisions (Article 16). If the Association is unable to find a suitable replacement, it may postpone the leave within the time frames as identified in "j (i)".

**l) Plan Year**

The year for the purposes of the plan shall be from April 1<sup>st</sup>, of one year to March 31<sup>st</sup> of the following year. Applications must be

received six months prior to the commencement of the salary deferral request (refer b) Application).

Employees in the bargaining units at the Elgin Association for Community Living represented by OPSEU selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not to be considered for other temporary vacancies, while replacing such employee. Upon completion of the leave, the replacing employee will be returned to her former position, and the filling of subsequent temporary vacancies will likewise be reversed.

Temporary employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave are in accordance with Article 2.7 of the Collective Agreement. Furthermore, such employees need not be considered for other vacancies. The release or discharge of such employees will not be subject of a grievance or arbitration.

- m) The refusal for an application of a leave of absence made by an employee shall not be subject of the grievance procedure but the employee concerned shall have the opportunity of an interview with the Association's Executive Director or his or her representative to obtain the reason for such refusal.

**On behalf of the Union**

Mary Curiale  
Jane Van Buren  
Annie Robert  
Thomas Woda

**On behalf of Management**

John Callan  
Marylouise  
J.H.A.  
Heather Horse

Dated this 21 day of JANUARY, 2003.

**Letter of Understanding  
Between  
OPSEU Local 151  
And  
Elgin Association for Community Living  
Full Time Support Coordinator 2 Classification  
Attrition Plan**

- 1.1 It is agreed that employees presently holding the classification Full Time (FT) Support Coordinator 2 (S/C2) are deemed qualified for their current FT S/C2 position in the Association and any current FT S/C2 position in their block; subject to those positions identified as requiring additional and/or different qualifications as outlined in Letter of Understanding, Block Scheduling and Staffing System.
- 1.2 In the event a permanent vacancy is created in the FT S/C2 classification; the support needs of the individuals supported will be assessed in consultation with the individual and their family to determine the required support needs, following which, management in consultation with the union will mutually assess and determine the skills and qualifications required for the FT S/C2 position.
- 1.3 Following a predetermination of the skills and qualifications (per 1.2) current FT S/C2 employees will have the opportunity to transfer across the Association as a mechanism to address the Association's Attrition plan. Such transfer would be subject to the Association's Staffing Policy (HRP-001), and would honour the provisions of Letter of Understanding, Block Scheduling and Staffing System under:
- a) Staffing Rating (pages 4 and 5) and
  - b) for those positions identified as requiring additional and/or different qualifications and Screening (page 3 – Table 1)
- 1.4 In the event that more than one FT S/C2 employee requesting transfer has the relative skills and qualifications to perform the duties in the position, seniority will govern.
- 1.5.1 Should no employee requesting transfer have the qualifications and skills agreed to in 1.2, the Association will, in consultation with the Union, reassign the most junior qualified FT S/C2 employee into the role as a means of addressing the Attrition plan

On behalf of OPSEU Local #151

Mary Carls  
Jane Van Buel  
Annie Robert  
Wanda Wata

On behalf of Management

J. Callin  
Mary Camp  
J.H. Hill  
Kevin Rose

Dated this 21 day of JANUARY, 2003.

**Letter of Understanding**  
**Elgin Association for Community Living**  
**And**  
**Ontario Public Services Employees Union Local #151**  
**Status Change Over Six Months**

- 1.4 The Union recognizes that the Association's operational requirements may result in permanent part time employees working for more than sixty-four (64) hours per two (2) week pay period.
- 1.5 It is understood and agreed by each party that such employees referred to above shall not become permanent full time employees or become entitled to the rights of the benefits thereunder, by working on such basis. It is further understood and agreed by each party that such hours of work shall be included in determining seniority under Article 11 of the Collective Agreement.
- 1.6 Any permanent part time employees who average more than seventy-two (72) scheduled hours worked per two-week pay period over a six month period shall become a permanent full time employee with all benefits, save and except those employees covered under the Temporary Contract (Term and Task) employment.

On behalf of OPSEU Local #151

Mary Carlisle  
Jane Van Berkel  
Annie Roberts  
W. Lane Wain

On behalf of Management

[Signature]  
Mary Coopers  
[Signature]  
Heaven Horse

Dated this 21 day of January, 2003.

**Letter of Understanding**  
**Elgin Association for Community Living**  
**And**  
**Ontario Public Services Employees Union Local #151**  
**Working In Two Classifications**

- 1.7 There is agreement that employees may work in more than one classification and it is the employees' choice as to whether they will work in more than one classification. Where this requires that an employee work for more than one supervisor the employee will be advised of his/her primary position and primary supervisor, which would normally be the first position to which he/she was hired; the primary supervisor will be responsible for formal supervision of the employee in consultation with the supervisor of the secondary position, and to bring any performance issues to the attention of the employee; this arrangement will help to avoid any confusion in expectations or messages from management to the employee.
- 1.8 Employees may choose to work in a lateral or lower or higher classification in addition to their primary position. The employee will be paid at the wage rate, which applies for each of the positions, which he/she may hold with the Association. The employee is always paid at the applicable job or classification rate.
- 1.9 The applicable posting requirements must be followed in hiring employees to positions in addition to their primary position.

On behalf of OPSEU Local #151

Mary Caustle  
Jane Van Babel  
Annex Robee  
Tom Wala

On behalf of Management

J. Callin  
Mary Caspers  
J. A. L.  
L. Kasei Rose

Dated this 21 day of January, 2003

**Letter of Understanding**  
**Elgin Association for Community Living**  
**And**  
**Ontario Public Services Employees Union Local #151**  
**Job Postings—SSAH Employees Right of Access**

- 1.10 There is agreement that Special Services At Home employees are not recognized by the Collective Agreement.
- 1.11 There is agreement that vacancies posted internally are open to Special Services At Home employees only under the following circumstances.
- 1.12 If an internal job posting does not result in any other internal candidates presenting themselves for competition, an SSAH employee who has offered their resume may be considered.
- 1.13 If an external job posting is made available to the general population.

On behalf of OPSEU Local #151

Mary Carlisle  
Jane Van Buekel  
Annie Robson  
John Wata

On behalf of Management

J. Call  
Mary Gagnon  
J. H. H.  
Kerrie House

Dated this 21 day of January, 2003

**OPSEU LOCAL#151**

Schedule "A"

**CURRENT JOB RATES STILL PAID TO BARGAINING UNIT EMPLOYEES**

CLASSIFICATION	1-Apr-01 Fnd Adjust	PROBATION BASE RATE	POST PROBATION	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 12 YEARS
	1.2638								
SUPPORT COORD 2 *		13.9398	14.1390	14.5028	14.8764	15.2602	15.6543	16.0590	16.2900
SUPPORT COORD 1		11.3867	11.5476	11.8088	12.0763	12.3502	12.6306	12.9179	13.1017
VOL. COORDINATOR		13.3884	13.5798	13.9297	14.2890	14.6580	15.0369	15.4260	-
N. SUPPORT ASLEEP		7.6797	7.7869	7.8958	8.0062	8.1183	-		
COOK/HOUSEKEEPER		10.2736	10.4191	10.5668	10.8367	11.1139	-		
VAN DRIVER		10.2430	10.3885	10.5362	10.8061	11.0832	-		

Effective April 1, 2002 - reflecting Human Resource Adjustment MCSS that was applied against Pay Equity \$ owed to December 31, 2001

CLASSIFICATION	PAY EQUITY RETRO % ADJ	PROBATION BASE RATE	POST PROBATION	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS	AFTER 12 YEARS
	3.54								
SUPPORT COORD 2 *		14.4333	14.6395	15.0162	15.4030	15.8004	16.2085	16.6275	16.8667
SUPPORT COORD 1		11.7898	11.9564	12.2268	12.5038	12.7874	13.0777	13.3752	13.5655
VOL. COORDINATOR		13.8623	14.0605	14.4228	14.7948	15.1769	15.5692	15.9721	-
N. SUPPORT ASLEEP		7.9516	8.0626	8.1753	8.2896	8.4057	-		
COOWHOUSEKEEPER		10.6373	10.7879	10.9409	11.2203	11.5073	-		
VAN DRIVER		10.6056	10.7563	10.9092	11.1886	11.4755	-		

**HLDA - Apr 1, 2002**

CLASSIFICATION	PROBATION BASE RATE	POST PROBATION	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
SUPPORT COORD 2 *	14.9157	15.1288	15.5181	15.9178	16.3285	16.7503	17.4304
SUPPORT COORD 1	12.6839	12.8560	13.1355	13.4218	13.7148	14.0148	14.5189
VOL. COORDINATOR	14.3257	14.5305	14.9049	15.2894	15.6841	16.0896	16.5061
N. SUPPORT ASLEEP	8.2173	8.3321	8.4485	8.5666	8.6866	-	
COOK/HOUSEKEEPER	10.9929	11.1486	11.3065	11.5953	11.8920	-	
VAN DRIVER	10.9600	11.1158	11.2738	11.5626	11.8592	-	

**HLDA - Apr 1, 2003**

<b>CLASSIFICATION</b>	<b>PROBATION BASE RATE</b>	<b>POST PROBATION</b>	<b>AFTER / YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>	<b>AFTER 5 YEARS</b>
SUPPORT COORD 2 *	15.3632	15.5827	15.9836	16.3953	16.8184	17.2528	17.9533
SUPPORT COORD 1	13.5644	13.7417	14.0296	14.3245	14.6262	14.9352	15.4545
VOL. COORDINATOR	14.7555	14.9664	15.3520	15.7481	16.1546	16.5723	17.0013
N. SUPPORT ASLEEP	8.4638	8.5821	8.7020	8.8236	8.9472		
COOK/HOUSEKEEPER	11.3227	11.4831	11.6457	11.9432	12.2488		
VAN DRIVER	11.2888	11.4493	11.6120	11.9095	12.2150		

**HLDA - Apr 1, 2004**

<b>CLASSIFICATION</b>	<b>PROBATION BASE RATE</b>	<b>POST PROBATION</b>	<b>AFTER / YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>	<b>AFTER 5 YEARS</b>
SUPPORT COORD 2 *	15.8241	16.0501	16.4632	16.8872	17.3229	17.7704	18.4919
SUPPORT COORD ■	14.4713	14.6540	14.9505	15.2542	15.5650	15.8833	16.4181
VOL. COORDINATOR	15.1981	15.4154	15.8126	16.2205	16.6393	17.0695	17.5113
N. SUPPORT ASLEEP	8.7177	8.8395	8.9630	9.0883	9.2156	-	
COOWHOUSEKEEPER	11.6624	11.8275	11.9951	12.3015	12.6163	-	
VAN DRIVER	11.6275	11.7928	11.9604	12.2668	12.5814	-	