

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 151**

and

Community Living Elgin

DURATION: April 1, 2014 – March 31, 2016



**Sector 2a
1-151-5234-20160331-2a**

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ARTICLE 1 - PURPOSE

- 1.1 The purpose of this Agreement is to establish and maintain positive relations between Community Living Elgin and the 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 Community Living Elgin (CLE), except supervisors and those above the rank of supervisor, management administrators, Membership Services, Executive Director, Secretary to the Executive Director, office and clerical Employees, and people enrolled in a program or service by Community Living Elgin (CLE).
- 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 Immediate 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 a) 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
Part Time S/C2
Regular Part Time S/C 1
Part Time S/C1
Full Time Night Asleep Coordinator
Regular Part Time Night Asleep Coordinator
Part Time Night Asleep Coordinator
Labourer
Housekeeper

Casual

- b) The parties agree that in the event the Province makes funds available to the Employer specifically targeted to converting part time positions to full time positions, the parties will meet to discuss the process of part time conversion.

2.6

Status Change

- a) The Union recognizes that the Community Living Elgin's operational requirements may result in Permanent Regular Part Time or Part Time Employees working for more than sixty-four (64) hours per two (2) week pay period.
- b) 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.
- c) Any Permanent Part Time Employee who averages 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.

2.7

Working in 2 Job Classifications

- a) There is Agreement that Employees may work in more than one classification and it is the Employee's choice as to whether they will work in more than one classification. Where this requires that an Employee work for more than one Immediate Supervisor the Employee will be advised of their primary position and Immediate Supervisor, which would normally be the first position to which they were hired; the Immediate Supervisor will be responsible for formal supervision of the Employee in consultation with the Immediate 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.
- b) 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 they may hold with CLE. The Employee is always paid at the applicable job or classification rate.

- c) The applicable posting requirements must be followed in hiring Employees to positions and developmental opportunities in addition to their primary position.

Notwithstanding, it is understood that applicants for developmental opportunities will be required to meet the minimum qualifications as required by the Employer and will follow Article 16 under the job posting provisions of the Collective Agreement.

2.8 Permanent Employees

- a) Permanent Full Time is defined as Employees who are regularly scheduled to work eighty (80) hours in a two-week pay period.
- b) Regular Part Time is defined as Employees who are regularly scheduled to work sixty-four (64) hours in a two-week pay period.
- c) Part Time is defined as Employees who are scheduled to work between 16 and 64 hours in a two-week pay period.
- d) 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 set schedule. Casual Employees are appointed to a program.

2.9 Temporary Employees

- a) 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.
- b) 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.

2.10 Call Ins – Any supplemental hours of work offered to an Employee over and above the Employee's agreed to routine block of scheduled hours

2.11 Scheduled Hours – Those planned hours of work assigned to a position in a specific physical location.

- 2.12 One year seniority – Is equal to 2080 hours of paid service.
- 2.13 Qualification – The condition upon which an Employee can demonstrate through educational requirements and previous work experiences, the ability to perform the work.
- 2.14 Contingency - Agency wide listing of Employees who have advised in writing their willingness to work in multiple sites in CLE for Call In shifts.
- 2.15 Relatively Equal - During the interview assessment phase of recruitment; seniority will prevail if the candidates have a point spread difference of 8% or less.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union recognizes that the management of the operation of Community Living Elgin (CLE) and the direction of the work force are fixed exclusively in CLE and remain solely with CLE. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of CLE to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, direct, classify, transfer, assign, 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 Community Living Elgin (CLE) 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 CLE, the qualifications, allocation and number of Employees required from time to time, and all other matters concerning the operation of CLE, except as expressly limited by the provisions of this Collective Agreement.
- 3.2 The parties agree that families are the foundation of CLE 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. CLE 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 Community Living Elgin (CLE) 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 15th day of the month following such deductions. CLE 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 CLE 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 CLE 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 will meet with new Employees within seven (7) days of notification 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, fax or e-mail addressed to the Union, to the Local President or Staff Representative, and if to Community Living Elgin, to the Executive Director.

It is understood that texting is not an acceptable form of written communication between the parties.

- 4.8 The Employer and the Union agree that it is in the best interest of CLE 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 a) Employees may request the assistance of OPSEU Representative(s) at all times in matters relating to this Agreement.
- b) An Employee who is required to attend a meeting for the purpose of discussing a matter which may result in disciplinary action being taken against the Employee shall be made aware of the purpose of the meeting and their right to Union Representation in advance of the meeting.
- 4.10 Stewards may use CLE's fax machine, electronic mail (e-mail), 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 gossip, intimidation (includes verbal or physical), discrimination or harassment will be exercised, practiced or permitted by the parties to this agreement because of an employee's membership or non membership in the Union, an employee's activity or lack of activity in the Union, or because an employee exercises their statutory rights under applicable legislation.
- 5.2 Every person who is an Employee has the right to freedom from harassment and discrimination in the workplace by the Employer, an Agent of the Employer, the Union or another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed/religion, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability.
- 5.3 All forms of harassment and discrimination will be first investigated according to Community Living Elgin's Harassment Policy. Should the matter not be resolved within thirty (30) days, it may be subject to the Grievance provisions of this Agreement. Where an Employee initiates a Grievance under this article, it will be filed at Step 2 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 Community Living Elgin (CLE) 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 CLE during their scheduled work time, or CLE 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.

7.5 Complaint Resolution – Joint Problem Solving

Complaints will be presented verbally to the Immediate 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 Immediate Supervisor will state their 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.

7.7 Grievance Procedure – Step 1

A written Grievance may be submitted to the Director of Human Resources 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 Director of Human Resources or designate will hold a meeting with the Grievor and Steward within seven (7) working days of the receipt of the Grievance. The Director of Human Resources or designate may have one member of management present during the meeting and the Director of Human Resources as a resource. The purpose of this meeting is to determine the facts of the Grievance. The Director of Human Resources or designate will state their 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 Director of Human Resources or designate.

7.12 Grievance Procedure – Step 2

The Director of Human Resources or designate, will, within seven (7) working days of receipt of the Grievance, hold a meeting with the Grievor and their representatives(s). The Director of Human Resources or designate may have the Executive Director and up to two management team members in attendance at the meeting. The Director of Human Resources 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 twenty (20) 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.
- 7.14 Policy Grievance
- A Grievance arising directly between Community Living Elgin (CLE) 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.
- 7.17 Dismissal Grievance
- 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 their 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 Community Living Elgin (CLE) 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 their Grievance.

ARTICLE 9 - UNION REPRESENTATION

- 9.1 Community Living Elgin (CLE) will recognize one (1) Union President and eight (8) Stewards as representatives of the Union.
- 9.2 The Union will notify CLE of the names of the Stewards and the effective date of their selection. CLE 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 their 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 their 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 Immediate Supervisor of their work location before leaving work; such authorization will not be unreasonably withheld,
 - d) Stewards may enter another work location with prior authorization of the Immediate 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) CLE 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 will not be used for purposes of establishing the right to 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 CLE which is administered in accordance with the EERC policy agreed to by the parties. The Union will have an EERC committee consisting of three (3) Bargaining Unit Members with two (2) alternates.
- 9.7 Union Representatives to the EERC or any other committees where there is union representation are paid for their time in attendance at such meetings. Such time will not be for purposes of establishing the right to 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, electronic mail (e-mail) or fax addressed, if to the Union, to the Local President and/or Staff Representative, and if to CLE to the Executive Director.
- 9.9 CLE will notify the Local Union President of all job postings, transfers and terminations.

ARTICLE 10 - BULLETIN BOARD

- 10.1 The Union may post notices in the blue OPSEU binder located in each program location or on manual, electronic, or voice mail bulletin boards provided and assigned by Community Living Elgin (CLE). 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. All seniority shall be capped at 2080 hours per year.
- 11.2 Seniority is maintained and accumulated in the following circumstances:
- a) when an Employee is actually at work for Community Living Elgin (CLE);
 - 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 their Immediate Supervisor and/or without providing a satisfactory explanation;
- g) the Employee has not worked a shift for a continuous period of 45 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 CLE will prepare and post in accessible designated locations, a current Seniority List for Employees based on the length of service in the Bargaining Unit four times per year, usually in January, April, July and October. In the event of a pending Layoff a current seniority list will be prepared and posted in designated locations. All locations shall be described by physical address.
- 11.8 Employees are responsible to provide, in writing (paper, e-mail only – not text messages), a current address and telephone number at which they may be contacted.
- 11.9 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. At this point in time when members are accessing their rights under Article 12, all positions will remain as is, and all new hires and posting of vacant positions shall be suspended.
- 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 Program Location's job classification affected.
- 12.3 When an Employee has received Layoff notice they will have the option of:
- a) being placed in the same or higher classification for any vacant position in Community Living Elgin (CLE) for which they 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) displacing an Employee with less seniority in an equal or lower classification position in CLE for which they have the required qualifications and ability to perform the work, or
- c) accepting a temporary placement in a position of equal or lower classification position in CLE for which they have the required qualifications and ability to perform the work; and at the end of the temporary placement shall maintain their bumping rights, or
- d) if full-time, accepting placement in a vacant Regular Part Time position of equal or lower classification position in CLE for which they have the required qualifications and ability to perform the work.
- e) upon notice of layoff, a laid off Employee will advise the Employer in writing within 3 working days (per Article 7.4) of their decision. Failure to notify the Employer will be considered the employee's decision to take a layoff and then be placed on the recall list per Article 12.6. Such time can be mutually extended, subject to extenuating circumstances.

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 a) When a Full Time Employee who has received Layoff Notice is placed in a temporary or Part Time position, they 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.

b) When a Regular Part Time Employee who has received Layoff Notice is placed in a temporary or Part Time position, they will be considered for Regular Part 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 CLE and the Union promptly in writing of any changes in address. If an Employee fails to do this, neither CLE 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 - LEAVE WITHOUT PAY

13.1 Pregnancy/Parental Leave without Pay

Pregnancy and Parental Leave without pay will be granted in accordance with the Employment Standards Act.

- 13.2 Community Living Elgin (CLE) 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 employer will notify the Employee within ten (10) working days of approval of the leave, of the amount owing for benefits and what payment options are available. Upon notification of said costs and payment options, the Employee will respond within ten (10) working days (per Article 7.4) how they will continue paying their benefit premiums. 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, CLE 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.

13.4 Personal Leave without Pay

CLE 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, CLE 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. CLE 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.

13.8 Leave for Union Business and Employment

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 CLE 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 3 years, should OPSEU change its elected terms at the Annual Convention 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.

13.10 General

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.

14.3 Leave with Pay Credits

- a) In February of each fiscal year, Full Time Employees classified as support coordinators may opt to cash in for payment up to a maximum of 100% of earned but unused Vacation Leave With Pay and Float Credits at a rate of 100%.
- b) Employees who have outstanding vacation entitlements on March 31st for that fiscal year will be paid out their outstanding vacation for that fiscal year on the next earliest payroll following March 31st.

14.4 Bereavement Leave

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, child or ward (when guardianship is supported by legal documentation), 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 up to three (3) consecutive scheduled shifts, up to and including the day following the funeral/visitation/memorial.
- c) An Employee will be granted up to a total of eight (8) hours in any fiscal year to attend the funeral/visitation/memorial of friends and/or relatives not defined above.
- d) A Full Time or Regular Part Time Employee will be granted up to a total of eight (8) hours in any fiscal year to attend the funeral of a person they currently and directly supported in the agency.
- e) Additional leave without pay may be granted for special circumstances such as travel time related to deaths described above as authorized by their Immediate Supervisor.

- f) 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.

14.5 Training and Development

Where Community Living Elgin (CLE) 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 their First Aid/CPR and/or CPI certification(s) to lapse must take refresher training at their own expense and on their own time, unless the Employer failed to offer the retraining opportunity.
- b) Where the Employee attends non-mandatory courses or training, CLE, 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 CLE Training Policy.
- e) Prior to any required certifications lapsing permanent employees will have the option to provide proof of First Aid/CPR and/or CPI training received from an external provider versus attending Community Living Elgin's offered training.

Should permanent employees access this option they are to provide proof of completion of the training with receipts, at which time the employee will receive reimbursement for their course cost including payment for their time spent at the training – up to 4 hours wages for CPI recertification and up to 8 hours wages for First Aid/CPR recertification.

- 14.6 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.

14.7 Jury/Court Duty with Pay

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 their employment with CLE, they will be compensated for loss of pay for their 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 their self for selection as a juror and not be selected, they will return to their primary workplace, or other workplace as assigned, to complete their remaining normally scheduled work day.

14.8 Statutory Holidays

Employees covered by this Agreement are entitled to the following Statutory Holidays: New Year's Day, Family 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.

- 14.9 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 Accrued Stat at their option.

14.10 Floating Days with Pay

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.

- 14.11 Full Time Employees are entitled to twenty-four (24) hours off with pay during the fiscal year, at a time mutually agreed with the Immediate 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.

- 14.12 No hours may be carried over from one year to the next.

- 14.13 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.
- 14.14 Sick Leave with Pay
- Permanent Full Time Employees will be credited with eighty- (80) hour's sick leave with pay on April 1st of each year. Sick days with pay are awarded for the current fiscal year, on the basis of 2080 hours worked in the current fiscal year. Employees may maintain up to 120 hours banked. Sick credits may be used for specialized medical appointments but not routine preventative health appointments.
- 14.15 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.
- 14.16 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.
- 14.17 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.
- 14.18 An Employee will endeavour to notify their primary Program Supervisor or designate of an absence due to illness or injury as soon as possible prior to the commencement of their shift.
- 14.19 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.
- 14.20 At the beginning of the fiscal year in the scheduling software Employees will be notified in writing of their Sick Leave with Pay credits.
- 14.21 The Employer may recoup used but unearned sick leave and credits when an Employee terminates their employment.
- 14.22 When an Employee is on Sick Leave without Pay for illness and it is likely they will be absent for a period of greater than 12 months, their position

may be filled. Upon their return the Employee will be appointed to a comparable vacant position for which they are qualified. The Employee's classification will be protected. Where no comparable position is available the Employee may exercise bumping rights under Article 12.

14.23 Discretionary Leave with Pay

Employees 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) 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.

14.24 Vacation Leave with Pay

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 Immediate 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 1st 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) Regular Part Time and Full Time vacation leave entitlement is outlined in Table 2.
- g) Part Time Employees receive pro-rated Vacation Pay and time based on the hours paid during the previous fiscal year.
- h) Any approved vacation will not be affected by any change in schedule or job placement.

- 14.25 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 their Vacation Leave be amended to Sick Leave With Pay based on their available credits, or may be amended to Personal Leave without pay. In both cases the Employee must provide satisfactory documentation of the hospitalization.
- 14.26 When a Statutory Holiday falls within an Employee's vacation, they are entitled to an equal number of vacation credits to be taken at a mutually agreed upon time.
- 14.27 Employees must normally take vacation leave in increments not less than four (4) hours and subject to Article 14.29. If the shift is less than four (4) hours, the employee will be required to take the vacation leave for the length of said shift.
- 14.28 The Vacation Leave period will be mutually arranged between the Employee and the Immediate Supervisor, taking into account adequate coverage in each classification and workplace.
- 14.29 Seniority will prevail if a dispute occurs over Vacation Leave scheduling.
- 14.30 The request to access or cancel Vacation Leave with pay will have to be received in writing three weeks prior to the date the period of vacation is to begin to permit adjustment to the schedule. Such leave will not be denied or unreasonably withheld notwithstanding Article 14.29.
- 14.31 Such requests can be submitted electronically to the Scheduling Department.

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

TABLE #2 – Permanent Full Time Employees And Permanent Regular Part Time Employees Service	Vacation Entitlement Earned Monthly Based on 2080 hours worked
0 – 1 year of service	1 day per month of service to a maximum of 10 days
1+ to 10 years of service	20 days vacation
10+ to 20 years of service	25 days vacation
20+ years of service	30 days vacation

14.33 Self Funded Leave

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

15.1 Hours of Work

This clause is intended to define the normal hours of work and is not a guarantee of hours of work per day or per week, or of days of work per week. It is agreed and understood that Community Living Elgin (CLE) 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 Immediate 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 will be asked to remain at the workplace until replacement has arrived. Should the replacement be late or unable to attend the employee will be asked to remain at the workplace until other arrangements can be made.

15.6 Work schedules are posted in an appropriate place at least four (4) weeks in advance.

15.7 CLE may change or cancel an Employee's scheduled time as posted provided the Employee has been previously notified by CLE either orally or by voice message left at the phone number provided by the Employee:

- a) If the Employee has been notified of a cancellation of a shift less than eight (8) hours before the scheduled time, they are 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, CLE will offer the Employee who is scheduled that day's next regular shift, first opportunity to take the earlier day's shift; following which CLE will follow the On Call Procedures to fill the then created vacancy. Such procedure is for same day call and cannot be in contravention of ESA.

15.8 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, they will receive one (1) hour pay.

15.9 Shift Changes

- a) Employees wishing to switch a shift are responsible to find a colleague willing to switch the shift with them. Ideally shifts should be similar in length of hours and should occur within the same pay period. Once an Employee has found someone to switch a shift with, they are required to contact the 300# or their supervisor by phone or e-mail to advise of the switch. Once approval has been provided the schedule will be updated. Once a switch has been made the agreed shift becomes yours. If for some reason either of you vacate the position during the pay period a switch has occurred, the change will not be reversed and the agreed to switch will be backfilled. If two Employees agree to switch hours permanently and it complies with ESA this can be applied to the schedule, however, if either staff vacate the position the blocks will be reversed to its original form.
- b) Employees have the ability to give up eight (8) shifts each fiscal year on the condition the employee finds their replacement and that (i) said replacement by accepting the shift does not break ESA and (ii) is within their maximum hours worked per steps through 1-9 outlined in Article 19.

If an Employee giving up the shift has paid time off entitlements (excluding personal sick time), the Employee will be required to utilize an entitlement without the usual notice periods for compensation. In the event the replacement employee cannot work the shift the usual call in process applies, no further switching or giveaway allowed.

15.10 Split Shifts

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

- a) Employees have individual choice to work or not to work split shifts;
- b) 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;
- c) Employees who have agreed to accept a position with split shifts for an indefinite period of time are deemed to have a written Agreement to work split shifts for a six (6) month period, following which the Employee or Employer can terminate the arrangement with two (2) weeks written notice.

15.11 Reduced Work Week

- a) Full Time Employees of CLE, may propose a Reduced Work Week arrangement, and if mutually agreed to by the Union and the Employer, it shall be implemented.
- b) 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 72 hours worked per two week pay period.
- c) 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 be offered through the Call in procedures at Step 12. Planned meetings such as staff meetings, planning meetings for individuals and training session time will be in addition to the RWW schedule.
- d) 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 Work Week Agreement. This paragraph shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement, all terms and conditions of the Collective Agreement shall continue to apply.

- e) Hours worked shall govern all entitlement accruals, including seniority and the Employee's share of their benefit premium costs.
- f) 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.
- g) Individuals who are currently working Full Time and wish to make application for a Reduced Work Week shall do so in writing to their immediate supervisor with a copy to the Director of Human Resources (subject to the mutual Agreement of the Union and the Employer (per Article 15.11b).
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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

- m) In the event of a Layoff this language is waived and the Employee's 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.

15.12 Compressed Work Week

- a) Unless otherwise specified in this Agreement, all articles of the Collective Agreement between Community Living Elgin and OPSEU 151 apply to Employees covered by this Agreement.
- b) Full Time Employees of CLE, the Union or the Employer, may propose a Compressed Work Week arrangement, and if mutually agreed to by the Union and the Employer, it shall be implemented.

Individuals who are currently working Full Time and wish to make application for a Compressed Work Week shall do so in writing to their immediate supervisor with a copy to Director of Human Resources.

- c) This Agreement covers all Full Time Employees classified as Support Coordinator 1 (S/C1), Support Coordinator 2 (S/C2) and Night Support Asleep.
- d) 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.
- e) Hours of work are in accordance with the Employee's job status per Article 2 of the Collective Agreement.
- f) 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.
- g) Where an Employee works on a Holiday specified in Article 14.8 and opts for compensating leave under Article 14.9, they may elect, at that time, to receive, in addition to their entitlement under Article 14.9 further leave equal to the difference between the number of hours in the Employee's normal work day and their entitlements under Article 14.8. If the Employee makes this election, there shall be deducted from the Employee's pay for time worked under Article 14.9, 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]).

- h) 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 of absence due to sickness or injury.
- i) Vacation Leave with Pay – A deduction from an Employee’s Vacation Credits will be made for each hour of approved vacation leave of absence:
- j) Discretionary Days with Pay – Eligible Employees shall be entitled to draw from earned but unused Discretionary Hours in accordance with the Collective Agreement.
- k) Floating Days with Pay – Eligible Employees shall be entitled to draw from earned but unused Float Days in accordance with the Collective Agreement
- l) A partial hour’s absence will be prorated on the same formula.
- m) 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:
 - i) 8 hours per day, as applicable or
 - ii) the actual number of hours spent receiving training, for each day that the Employee participates in the training program.
- n) Where the change prescribed in Article 15.15 (m) 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.
 - iii) Where there is mutual Agreement, an Employee may receive pay at their basic hourly rate for extra hours in lieu of

being scheduled off duty in accordance with Article 18 of the Collective Agreement.

- o) Special/Compassionate and Bereavement Leave - such leaves are not to be prorated.
- p) 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.

15.13

Job Share

- a) Full Time Employees of CLE, 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.
- b) 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.
- c) 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 shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement.
- d) 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.
- e) 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.
- f) 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.
- g) As a Job share arrangement is related to "one Full Time position" in the agency, the combined scheduled 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. Employees working in a Job Share Agreement may be offered additional hours through the Call In Procedures as a Part Time Employee.

- h) Employees can only participate in one job share arrangement at any one time.
- i) 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.
- j) Individuals who are currently working full-time and wish to make application to job share shall do so in writing to their immediate supervisor with a copy to Director of Human Resources (the job share arrangement is subject to the mutual Agreement of the Union and the Employer). 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).
- k) 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.
- l) If one of the job sharers permanently vacates their position, both parties will revert back to their former positions. If one of the job sharers vacates their 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 are mutually agreed to between the Union and the Employer.
- m) 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.
- n) Posted schedules for job shared positions will be identical to the rotation for Full Time positions they replace.
- o) 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 g). The remaining hours for the job share position are posted in accordance with the terms of the Collective Agreement (subject to k). 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 their partner for scheduled shifts. For scheduled time off (i.e. vacation) the other job sharer will have the 1st 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 CLE Call In. If the hours are refused, then the scheduled shifts will be offered in accordance with the Collective Agreement.

- p) 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.
- q) 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.
- r) 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 15.13 g) and h) herein shall thereupon become applicable with respect to the Employees concerned.
- s) In the event of a Layoff, 15.13 r) 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.

15.14 There is agreement that employees may work more than 48 hours in one week (Sunday to Saturday), but no more than 60 hours per week subject to the terms and provisions of the Collective Agreement and Employment Standards legislation.

- 15.15 It is agreed by the parties the following principles for scheduling hours of work will apply:
- a) Full-time status employees will have two(2) days scheduled off together in a seven (7) day period unless mutually agreed upon between the Employer and the Employee.
 - b) The consecutive two(2) days off for full-time schedules will be Friday/Saturday or Saturday/Sunday or Sunday/Monday.
 - c) Such schedules are exclusive of those designated full-time or RPT weekend scheduled positions
 - d) Designated full-time weekend scheduled positions will work ten (10) hour scheduled shifts over Friday, Saturday, Sunday, Monday.
 - e) It is agreed and understood scheduled position hours are based on status and are not based on location where hours are worked.
 - f) Work schedules will not include more than one (1) job classification (subject to employees who work in more than one (1) job classification through the job posting provisions of the Collective Agreement.

ARTICLE 16 - JOB POSTING

It is agreed that content of the Developmental Services Human Resources Strategy Document entitled "The Intention of Core Competencies", outlining the principles as listed below shall be the conditions by which this initiative is operationalized within the workplace. The intentions are to:

- i) Recognize the professional nature of direct support work
- ii) Enable and facilitate positive professional development and provide job enhancement opportunities
- iii) It is not the intent that Core Competencies be used for disciplinary purposes
- iv) Recruit the right people
- v) Make career paths more transparent

16.1 General

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 with regard for precision, equity and ability to relate to the people supported.

- 16.2 Posting notices will state the position classification, 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.

16.4 Vacancies

Prior to posting a position (permanent or temporary), the employees in the work location with the vacancy will go through the exercise of re-selecting their schedules based on seniority and classification (the temporary vacancy is still deemed owned by the vacating employee). The subsequent vacancy will be then posted in accordance with this article.

- a) Written requests for transfer will be considered from:
 - i) staff of equal status and equal classification who are deemed qualified for the position (ie: PT S/C1 to PT S/C1)
and
 - ii) staff of greater status and equal classification who are deemed qualified for the position (ie: FT S/C1 to PT S/C1)
and
 - iii) staff of equal status and lower classification who are deemed qualified for the position (ie: FT S/C2 to FT S/C1).
 - iv) Selection for transfer will be on the basis of seniority, subject to any additional and/or different qualifications identified to do the job.
- b) Employees of different status but in same job classification who apply for a vacancy within their job classification will be granted an interview if eligible under Article 16.9.
- c) Employees in a different job classification than the posted vacancy will be screened for interview subject to the screening process, following which those applicants who are deemed qualified for interview shall be selected through their score based on a combination of skills and abilities to perform the work. Where skill and ability are relatively equal, seniority will be the determining factor.
- d) Vacancies will be posted CLE wide as a competitive posting for a period of seven (7) calendar days.
- e) Employees who successfully start in a transfer to another position (temporary or permanent) will be eligible to transfer up to a maximum of three times per fiscal year.

16.5 At the time of posting, CLE may also advertise outside the Bargaining Unit, however Bargaining Unit applicants will be considered in priority to external candidates.

16.6 Orientation Period

At the request of either the Employee or Employer, an Employee may return to their former or comparable position if, within 520 hours, they are 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.

16.7 Qualifications

The following Bargaining Unit positions require additional and/or different qualifications:

S/C2	Family Support Worker
S/C2	Community Resource Coordinator
S/C2	Employment/Vocational Alternatives
S/C2	Transitional Services (School-Work/Foundations)
S/C2	Person Centered Planning Coordinator
S/C2	Children's Residence
S/C2	Literacy Specialist
Housekeeper	Housekeeper
Labourer	Labourer
Night Sleep	Night Sleep
S/C1	Community Resource Coordinator
S/C1	Children's Residence
S/C1	Casual
S/C1	Part Time

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

- a) 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.

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

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

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% for those positions identified under the Core Competency (MCSS) funded project, will be based on a combination of Core Competencies and Technical Questions

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% for those positions identified under the Core Competency (MCSS) funded project, will be based on a combination of Core Competencies and Technical Questions

As a transition measure, Community Living Elgin Staff who already have as of date of ratification at least six (6) years seniority will be treated as if they had eight (8) years under Article 16.11 so that they receive the 10 points for seniority. It is understood that others will have to meet the existing criteria, including new hires.

16.10 For external applicants the following guidelines have been established:

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
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Interview Assessment PASS MARK OF 75%

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%

16.11 Initial Screening Seniority Table used in calculations:

From Years	#	To Years	#	Points Granted
0.00		0.24		.25
0.25		0.49		.50
0.50		0.75		1.00
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

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

18.1 Overtime

The Employer has the right to schedule overtime when required. Overtime will be approved by the Employee's Immediate 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.

18.2 Lieu Time

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 32 hours with the understanding all accrued but unused lieu time is paid out at fiscal year end.

- 18.4 Employees must request authorization to use Lieu Time through the Scheduling software or 300# 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 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-IN19.1 Call In Procedures

To be offered additional shifts, Employees must notify the On Call Scheduling Supervisor in writing of their interest to accept shifts across the agency.

- a) 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.
- b) Full Time, Regular Part Time and Part Time staff may refuse the offered call in shift without prejudice.
- c) For hours requiring backfill in programs that are less than 2 hours (119 minutes or less), the hours offered will be offered by seniority to those employees already scheduled on that day, prior to using the call in procedure.

The following steps are to be used in sequence:

- Step 1 Offer the call in shift to Full Time 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 Regular Part Time 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 Part Time 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 work location 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 the Community Connectors assigned to the work location 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 Full Time staff in the agency up to and including 88 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 agency 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 Part Time staff in the agency up to and including 72 hours compensated in the two week pay period; on the basis of seniority.
- Step 9 Offer the call in shift to the Casual staff in the agency up to and including 64 hours compensated in the two week pay period; on the basis of seniority.

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

- Step 10 Offer the call in shift to the Employee on basis of seniority up to 88 hours.
- Step 11 Overtime shifts will be offered on the basis of seniority after 88 hours have been offered per the call in procedure.
- Step 12 Offer the call in shift to the staff on reduced work week up to and including 80 hours compensated in the two week pay period, on the basis of seniority.

All hours of work offered in accordance with Employment Standards Legislation.

- 19.2 Shifts will be allocated to staff based on the Call in Procedure (Article 19) and their availability that staff will input into CARM. The Schedule on CARM will be updated and a notification will be sent to staff.

Please note that employees who provide their availability will not be guaranteed extra shifts. Those employees who do provide their availability and are bulk booked for any extra shifts are required to work their shift in accordance with Article 19 of the Collective Agreement.

1. Availability

- a) CARM availability default will be set to “unavailable”
- b) Staff must enter and update their availability in CARM which includes:
 - i) Which days they want call-in shifts:

- ii) What types of call-in shifts they want (Days, Afternoons, and Midnights)
- iii) Specific restrictions as explained on CARM availability instructions, other restrictions will be initiated by management.
- c) Staff will be able to select which programs where they want call-in shifts to work at, which programs they do not want to work call-in shifts and which programs they want training for call-in shifts in by filling out the Staff Training Requisition Form. Please note – Staff trained in locations other than the scheduled (block) location could be reassigned a shift in one location to another location to meet staffing shortages, when there is no one available to take the call-in shift.
- d) Staff will not be reassigned outside a scheduled or call-in shift unless mutually agreed to.

2. Timelines

- a) This process will be applied if the shift that requires backfill is fourteen days or more in the future from the date the backfill is being secured.
- b) This process will only be applied for shifts up to ninety days in the future from the date securing backfill.
- c) 5(a) and 5(b) will change daily
- d) Any shift that is being backfilled outside these timelines will be done by phone call.
- e) For the first two months of the implementation of this process, there will be no discipline for “no shows” or late arrivals that are a result of implementing this process. Coaching will be used in this event.

3. Application

- a) Steps 1-9 in Article 19 will be applied with this process. Steps 10 onward in Article 19 will continue to be done by phone call.
- b) CARM settings are set to send employees an email notification to their work e-mail address and CARM messages.
- c) In the event there are known access issues with the computers, notifications will be made by phone call.
- d) The Employer will assist staff by emailing instructions and providing coaching on setting up the Employers Email on mobile devices including iphones, blackberries, and android phones to increase communication and assist in the notification process of this agreement.
- e) A computer will be made available at the Administration Office, St. Thomas OEYC, and Aylmer Day Program for staff to drop in and access CARM during normal business hours.

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.
- a) Employees transferring or posting to another position will require a new medical if their current medical note on file is more than one (1) year old.
 - b) New Employees are required to have their completed medicals submitted to the Employer within 14 days of hire.
- 20.2 An Employee returning to work after sick leave may be required to provide upon request, a certificate from their 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 It is the mutual desire of the Employer and Union to maintain standards of safety and health for all employees. As now amended from May 5, 1992, the employer and the Union shall in general, cooperate in improving rules and practices that will provide adequate protection to employees. To this end, the parties agree that health and safety matters will be handled under the provisions of the Occupational Health and Safety Act and any employer policies on health and safe work practices that the employer will make, enforce and alter from time to time. The parties agree the Central Joint Health and Safety Committee (established under MOL order June 5, 1992) will follow and cooperate under the provisions of the Occupational Health and Safety Act. The Central Joint Health & Safety committee shall consist of two (2) representatives appointed by the bargaining unit and two management members (The parties further agree each work location shall have representation of one worker H&S representative or subject to the size of the workgroup as defined in the legislation, a H&S committee shall be struck). The CJHS Committee will establish terms of reference for the functioning of the committee and provide input and consultation to the employer on any agency H&S practices and procedures.
- 21.2 The Central Joint H&S Committee Worker Co-Chair will be granted up to two (2) paid hours per week to do the work of the committee.

- 21.3 The Employer agrees to pay \$150.00 reimbursement toward the purchase of safety footwear, where required, once in an twelve (12) month period. Reimbursement will be made upon submission of proof of purchase provided it is submitted within forty-five (45) days of purchase.
- 21.4 In the event that prescription safety glasses are needed the employer will reimburse the employee at \$150.00 per twenty four (24) months with receipt.
- 21.5 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.
- 21.6 The employer has utilized and will continue to utilize WSIB as the sole insurance provider for Employees injured on the job. The employer agrees to maintain coverage under the Workplace Safety and Insurance Act as amended from time to time during the term of this agreement.
- 21.7 All requests for accommodation are to be jointly filed with the Union and the Employer.
- 21.8 The Employer will take all necessary measures to protect employees from violence at work.
- a) It is understood that violence includes any physical assault or aggression, verbal threats and any unwelcomed comment, conduct, gesture or contact which causes humiliation, physical harm or fear, or which compromises an individual's dignity or self-worth.
 - b) The Employer shall advise workers about the threat of violence from individuals. This includes any person that a worker can be expected to encounter in the course of their work, if there is a risk that the worker will be exposed to violence.
 - c) In consultation and cooperation with the Central Joint Health and Safety Committee, the Employer shall conduct an assessment of the risks for violence in the workplace using such tools as may be recommended by the Central Joint Health and Safety Committee.

ARTICLE 22 - WAGES AND COMPENSATION

- 22.1 The rates of pay and classification schedules are set out in schedule "A" to this Agreement. Remuneration for sleep shifts recognizes some hours are spent sleeping and some hours may be awake. A night sleep worker who

is required to be awake more than three (3) hours, will verify that status by hourly voice mail messages to a designated number.

- 22.2 An Employee using a personal vehicle on approved CLE business will be compensated at a rate of forty three (.43) cents per kilometer.
- 22.3 An Employee will be compensated for out of pocket expenses in accordance with the CLE policy.
- 22.4 With prior written approval from the Program 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 thirty-seven dollars and fifty cents (\$37.50) in any six (6) month period or seventy five dollars (\$75.00) in any one (1) fiscal year provided a copy of the insurance contract is provided as proof.
- 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 CLE.
- 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 they 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 their former position.
- 22.9 Where an Employee moves into a lower paying classification they 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 The Employer will reimburse the employee for damage to a personal vehicle during the Employee's working hours caused by a person supported. At time of incident the employee is to contact the management response line.

- 22.11 The Employer will pay professional fees required by legislation for Early Childhood Education (ECE) Employees who are employed at Ontario Early Years Centre.

ARTICLE 23 - BENEFIT PLAN

- 23.1 Community Living Elgin (CLE) 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 CLE 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 CLE will make matching 4% contributions to the group retirement savings plan in accordance with the provisions of the group retirement savings plan Agreement and CLE policy.

ARTICLE 24 - PERSONNEL FILES

- 24.1 A post-probationary Employee who is actively employed by Community Living Elgin (CLE) has the right to review their personnel file twice in any twelve (12) month period on reasonable notice in writing to the Director of Human Resources or their designate and such review shall be in the presence of the Director of Human Resources or their 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 Letters of counseling, expectation or disciplinary records will be automatically 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.
- 24.3 Letter of expectation/counseling or disciplinary records will be sent electronically to the President of the Union.

ARTICLE 25 - MISCELLANEOUS

- 25.1 Contracting Out
- 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.
- 25.2 Should job qualifications change, bargaining unit members, (same status, same classification) will be deemed qualified for their current position. Those positions for which the Employee has been deemed qualified are transferrable.
- 25.3
- a) The Employer shall provide to the Union, within seven (7) days of receipt, a copy of the written correspondence from the Ministries of any program closures or reductions.
 - b) The Employer shall meet with the Union within fourteen (14) working days of the written notice, at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closures of programs, services or supports; layoffs; restructuring or any other initiative that would impact the job security of bargaining unit members.

Human Resources Adjustment Plan (“HRAP”)

Between

Ontario Public Service Employees Union

And its Local 151 “the Union”

-and-

Community Living Elgin “the Employer”

Preamble

Notwithstanding that the Public Sector Labour Relations Transition Act (PSLRTA), does not currently apply to integrations that may occur during the term of the collective agreement, the employer will request that the Ministry recommend to Cabinet on announcing any integration, that a Regulation be enacted under PSLRTA to ensure its applicability to integrations in the Developmental Services sector.

Article 1 – Scope and Purpose

- 1.01 This document is intended to set out general guidelines and principles regarding developmental services sector integrations arising as a direct result of the transformation process currently underway and any future processes of a similar nature initiated during the term of this agreement under the approval of the Ministry.
- 1.02 These principles will serve as the framework for the treatment of Employees and apply to subsequent negotiations with unions, as may be required, as part of an integration arising within the context of the Ontario Labour Relations Act (OLRA), or the *Public Sector Labour Relations Transition Act (PSLRTA)*.
- 1.03 Employees who may be impacted by the integration are valued and are to be treated fairly and respectfully. The parties agree that they will make reasonable efforts to reduce any negative impact on employees as a result of integration in accordance with the following.

Article 2 – General

- 2.01 Except as provided under applicable legislation, to the extent that a HRAP conflicts with the terms of any subsisting collective agreements, the terms

of the HRAP, where superior shall prevail over the terms of the collective agreement. An addendum shall be negotiated to this agreement when integration is announced. Provisions outlined herein shall be the minimum applicable to any integration.

- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the Ontario Labour Relations Act (OLRA), the Public Sector Labour Relations Transition Act (PSLRTA), Employment Standards Act (ESA), and collective agreement rights and provisions, as may apply.
- 2.03 The parties subject to an integration arising as a result of the transformation process, Ministry direction, or agencies voluntarily proposing integration will negotiate the addendum to this HRAP. The employer will assume all costs associated with the negotiation and implementation of this HRAP including, but not limited to, costs associated with Labour Adjustment Options.

Article 3 – Definitions

- 3.01 Employer – Wherever this Framework refers to “employer”, it is understood that this is a reference to “developmental services” transfer payment service provider which is a successor or predecessor employer in an integration.
- 3.02 “Predecessor employer” is defined as an employer from whom all or part of a program or service is being transferred.
- 3.03 “Successor employer” is defined as an employer that is receiving all or part of a program or service from a predecessor employer.
- 3.04 “Integration” is defined as a Ministry approved amalgamation of services, transfer, merger, of programs and services that are funded by the Ministry.

Article 4 - Seniority

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:
- (a) Integration and dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the successor employer.

- (b) Employees who are working simultaneously at two (2) employers prior to the Integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that employees who are working simultaneously at two (2) employers who both transfer services or programs to the same successor employer (and the employee is in both of these transferred programs), the employee shall receive the greater amount of seniority and service held at either predecessor employer.
- (c) No new probationary period will need to be served by employees transferred as a result of the Integration.

Article 5 – Access to Work

5.01 Subject to Article 2, the process for identifying access to work when there is an integration shall be as follows:

- (a) The successor employer, or the Ministry, as applicable, shall determine the number of staff required and will identify the classifications, skills and qualifications required.
- (b) The projected staffing needs resulting from the transfer will be made known to all of the affected unions.
- (c) Both the predecessor and successor employers will provide to the affected Union(s) the seniority and service lists including job classifications, and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and provided to the affected Unions.
- (d) Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to the staffing requirements set out in paragraph (a), supra. Where there is more than one predecessor employer, the local parties will agree on a common definition of seniority to be utilized for the sole purpose of determining what employees at the predecessor employers will be transferred.
- (e) Should the successor employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Labour Board as provided under PSLRTA, or alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.

For purposes of clarity, employees who were on layoff or approved leave of absence at the successor or predecessor employer prior to

the integration will be included for purposes of placement on the integrated seniority lists to determine if these employees will be transferred into the resultant integrated programs, services or functions of the successor employer.

In the event that an employee affected by the integration is placed on a recall list with the predecessor employer, the employee will remain on the recall list with the predecessor employer in accordance with the applicable collective agreement, or Article 7.02 (a) if superior. Where, for all practical purposes, normal recall rights cease to exist at the predecessor employer as a direct result of integration, employees will remain on the recall list at the successor employer.

- 5.02 Employees on layoff or in receipt of notice of layoff (due to the integration) from the predecessor employer may apply for vacancies at the successor employer for which they would not otherwise have recall rights. These applications will be considered before other external applications after the normal job posting procedure is completed and there are no successful applications.
- 5.03 In the event of layoffs resulting from integration, the layoff, recall and displacement rights and entitlements under the respective collective agreement(s) of the predecessor employer will apply, unless the following provisions are superior and in which case the superior provisions apply.

Article 6 – Bargaining Unit Representation

- 6.01 Upon an integration, Union representation rights with the successor employer will be determined in accordance with the processes set out in OLRA and PSLRTA as may be applicable.

Article 7 – Labour Adjustment Options

- 7.01 In the event of layoff, the employer shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.

Employees shall be entitled to three (3) months written notice of permanent or long term layoff.

- 7.02 An employee who is subject to permanent layoff shall have the following entitlements:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- (b) accept the layoff, and thereafter, at the employer's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she, were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period.
- (c) Where an employee has received individual notice of permanent or long term layoff such employee may resign and receive a severance pay of two (2) weeks' salary for each year of continuous service to a maximum of fifty-two (52) weeks' pay.

7.03 Nothing in this Article is intended to deprive an employee from any other options upon layoff that may be available to that employee under the applicable collective agreement.

Article 8 – Terms of Employment

- 8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability of employees transferred as a result of integration shall be addressed through the process set out under PSLRTA. The HRAP addendum shall address transition issues related to disabled employees (short term or long term) of the predecessor employer, including those on WSIB Benefits and modified work programs who may be affected by the integration. It shall include such other issues as the parties deem appropriate.
- 8.02 The HRAP addendum shall also include an article dealing with the qualifications required by the successor employer. Such agreement will address qualifications for existing employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.

Article 9 – Disputes Resolution Process

- 9.01 Disputes between an employer and a union covered by this framework that are unresolved, and, which arise from the interpretation or application of HRAP or addendum negotiated in response to integration, will be processed within thirty (30) days of the initial event giving rise to the initial dispute as follows:
 - (a) A sole arbitrator will be selected from the following list of arbitrators:

(List of names to be agreed by the parties to each HRAP)

- (b) Selection will be based on a rotational basis dependent upon the availability of the arbitrator to hear the issue within sixty (60) days of notification and to respond within thirty (30) days of the hearing.
- (c) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.
- (d) Where the parties agree, the arbitrator may act as a “mediator-arbitrator,” and accordingly the arbitrator must first engage the parties in mediation efforts before making a final and binding decision, if necessary.
- (f) Arbitration will take place within the framework of the OLRA. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement, the locally negotiated addendum, or the applicable collective agreements, subject to the application of Article 2, above.
- (g) The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- (h) Time limits may be extended by mutual agreement.

Article 10 – Term

- 10.01 The term of this HRAP agreement shall be the same term as the collective agreement term.
- 10.02 The terms of HRAP addendum are subject to ratification by the local parties (successor employer, predecessor employer and local unions of the successor and predecessor employer who have claims to successor rights) prior to an integration occurring.
- 10.03 Any Local HRAP will only apply to an integration of all of the Local parties affected by the integration (ie successor Employer, Predecessor Employer and Locals of the Successor and Predecessor Employer who have claims to successor rights) and who have ratified the HRAP agreement.

SCHEDULE "A" – WAGE GRID

Community Living Elgin

April 1, 2014 to March 31, 2016 Wage Grid

Job Classification	* note rate changes based on seniority						
	Post Probation Rate	Post Probation (520 hours worked)	After 1 year * (2080 hours)	After 2 years * (4160 hours)	After 3 years * (6240 hours)	After 4 years * (8320 hours)	After 5 years * (10400 hours)

As of April 1, 2014 Inclusive Pay Equity:

Support Coordinator 2	21.5342	21.7937	22.2685	22.7557	23.2563	23.7705	24.5993
Support Coordinator 1	19.9798	20.1896	20.5303	20.8792	21.2364	21.6021	22.2167
Labourer	18.2891	18.9212	19.4956	20.0700	20.6448	21.2191	21.7936
Night Support Asleep	13.3687	13.5087	13.6505	13.7945	13.9409		
Housekeeper	16.7521	16.9420	17.1346	17.4866	17.8484		

Job Classification	* note rate changes based on seniority						
	Post Probation Rate	Post Probation (520 hours worked)	After 1 year * (2080 hours)	After 2 years * (4160 hours)	After 3 years * (6240 hours)	After 4 years * (8320 hours)	After 5 years * (10400 hours)

As of April 1, 2015 Inclusive Pay Equity:

Support Coordinator 2	22.2445	22.5066	22.9862	23.4783	23.9839	24.5032	25.3403
Support Coordinator 1	20.6746	20.8865	21.2306	21.5830	21.9438	22.3131	22.9339
Labourer	18.9670	19.6054	20.1856	20.7657	21.3462	21.9263	22.5065
Night Support Asleep	13.9974	14.1388	14.2820	14.4274	14.5753		
Housekeeper	17.4146	17.6064	17.8009	18.1565	18.5219		

Letter of Understanding “A”

Between:

Ontario Public Service Employees Union

And its Local 151 “the Union”

-and-

Community Living Elgin “the Employer”

The Employer and Union form a Joint Benefit Committee consisting of two representatives from each party that will meet quarterly to review plan usage and explore wellness initiatives.

Signed at St.Thomas, Ontario this ____ day of _____, 2015.

For the Union:

For the Employer:

Letter of Understanding “B”

Between:

Ontario Public Service Employees Union

And its Local 151 “the Union”

-and-

Community Living Elgin “the Employer”

It is the intent of both the Union and the Employer to avoid layoffs where possible. For this purpose the Labour/Management Committee will meet quarterly to explore all alternatives, as referenced in clause 12.1 of the Collective Agreement.

Signed at St.Thomas, Ontario this ____ day of _____, 2015.

For the Union:

For the Employer:

Letter of Understanding “C”

Between:

Ontario Public Service Employees Union

And its Local 151 “the Union”

-and-

Community Living Elgin “the Employer”

RE: Pay Equity

Community Living Elgin and Local 151, recognize the Pay Equity Act and the commitment to maintain, Pay Equity maintenance.

The parties agree that the following principle will apply to their ongoing relationship under this Collective Agreement.

The Employer and Union will commence its duty to implement Pay Equity maintenance and review jointly all outstanding years for maintenance.

The Joint Pay Equity Committee will consist of two (2) members of the Local (#151) and their Staff Union Representation and three (3) representatives for the Employer.

Union representatives to the Pay Equity Committee are paid for their time in attendance at such meetings. Such time will not be for purposes of establishing the right to full time status.

Signed at St.Thomas, Ontario this ____ day of _____, 2015.

For the Union:

For the Employer:

**Letter of Understanding
Between
OPSEU, Local #151
And
Community Living Elgin also known as CLE**

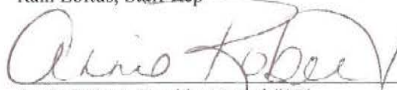
In order to maintain operational efficiency at Friendco Packaging and Assembly, we agree in this Letter of Understanding that a licensed operator is required to operate the Power Stacker to load and unload product from delivery vehicles. To this end the following conditions are agreed to:

1. OPSEU and Community Living Elgin agree that for program operational needs the regular call-in procedure agreed to in the Collective Bargaining Agreement, Article #19 will be bypassed to allow a minimum of one licensed operator to be on shift during business hours.
2. For the purposes of this agreement, it is understood that only CLE staff that have successfully completed Lift Truck Operator Training from a certified professional training firm are deemed "licensed operators".
3. A special "licensed operator" call in list will be posted in the workplace.
4. This agreement will only be utilized in the event that both the regular scheduled full time staff is absent.
5. In the event the one regular staff person is already off duty and the second staff person is not going to be reporting to work, it is the responsibility of the second regular staff person to notify the scheduler that the "special licensed operator" call list will need to be used and it will be understood that the Collective Agreement Call -in procedure, Article 19 will not be followed in this specific instance..
6. Should no "licensed operator" be available either through regularly scheduled staff or through the special "licensed operator" call in list, the Power Stacker will be locked down and unavailable for use that shift.

Dated this 16th day of November, 2009.

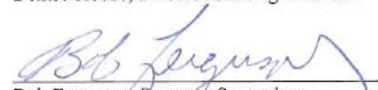
For OPSEU


Rain Loftus, Staff Rep


Annie Robert, President Local #151

For CLE


Denise House, Director Staffing Relations


Bob Ferguson, Program Supervisor

Terms of Reference
Between
Community Living Elgin (CLE)
And
Ontario Public Service Employees Union (OPSEU) Local #151's

Central Joint Health and Safety Committee (CJHSC)
And
Workplace Joint Health and Safety Committees (WJHSC)
And
Workplace Health and Safety Representatives (H&S rep)

PREAMBLE

Community Living Elgin encourages the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.

Community Living Elgin and the Ontario Public Service Employees Union, Local #151 have established a system of Joint Health and Safety Committees and Health and Safety Representatives under the Occupational Health and Safety Act and have reached an understanding as to the Terms of Reference for the composition, practice and procedures thereof.

The parties acknowledge that a Joint Health and Safety program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore the parties undertake to cooperate in ensuring that these Terms of Reference and the full intent of the Occupational Health and Safety Act (Act) will be carried out by their respective organizations.

The parties hereto adopt these Terms of Reference in good faith and agree to promote the Joint Health and Safety Committees and Health and Safety Representatives by providing such information, training and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

1) Central Joint Health and Safety Committee

(a) Structure of CJHSC

The CJHSC shall be comprised of four (4) members:

- 2 management members appointed by the Employer
- And
- 2 worker members appointed by OPSEU Local #151

The worker and management members of the CJHSC shall have the option of designating an alternate.

Two members of the CJHSC shall act as co-chair; one of whom is selected by OPSEU Local #151 representing the worker members and one selected by the Employer, who shall alternate the chair at meetings from month to month.

Members of CJHSC agree to become certified members. Community Living Elgin will incur the cost of certification for the four (4) members of the CJHSC.

The CJHSC shall endeavor to meet monthly, but no less than once per quarter and no usually during the summer months of July and August. The time, location, day, duration of the meetings will be based on mutual agreement.

Either co-chair with the agreement of their counterpart may invite additional guests to attend the meeting, but the guest shall not participate in the regular business of the meeting.

The CJHSC shall have quorum of three (3) members present in order to conduct business, with one co-chair present in order to conduct business. If a co-chair is absent, the alternating co-chair will chair the meeting. The number of employer members shall not be greater than the number of worker members.

(b) General Function of CJHSC

To attain the spirit of the Occupational Health and Safety Act, the functions of the CJHSC:

- Shall assist and act as a resource to all WJHSC and H&S reps
- Will recommend and be consulted in the development, delivery and evaluation of education and training programs in order that all employees are knowledgeable in their rights, responsibilities, restrictions and duties under the Act.
- Will discuss and remain current on all matters related to the Act, regulations, designated substance and WHMIS where applicable.
- Will be invited to be present at the beginning of any workplace testing related to industrial hygiene and the Act.
- Will deal with any workplace health and safety matter that the CJHSC deem appropriate.
- Shall assist WJHSC and H&S reps and attempt to resolve disputes with the WJHSC and the H&S reps.

(c) CJHSC Agenda:

The CJHSC may accept any item pertaining to workplace health and safety except to amend, alter, subtract from or add to any terms of the collective agreement.

The Management co-chair will usually forward the items brought forward for the agenda to CJHSC members one (1) week in advance of the meeting.

At the beginning of each CJHSC meeting, the agenda will be approved and/or revised prior to the start of the formal meeting.

(d) CJHSC Inspections/Minutes:

The CJHSC shall receive copies of workplace inspection reports and committee minutes for review and recommendation as appropriate.

The inspection reports and/or committee minutes shall be forwarded to the CJHSC co-chairs no later than the 2nd Tuesday of the month.

The committee will designate a secretary to record the minutes at the start of the meeting.

The minutes for the CJHSC will be prepared during the meeting (live minutes) and agreed to during the meeting. Names of CJHSC members shall not be used in the minutes except to record attendance.

The co-chairs will sign the minutes at the conclusion of the meeting; the Management co-chair will arrange to have the minutes distributed across the agency e-mail system within 48 hours of the meeting and the original copy filed at the Central Administration Offices (for review by the Ministry of Labour).

All items raised from the agenda in meetings will be addressed on the basis of discussion and preferably consensus. Items not agreed to by the committee as a whole will be not be identified by name in the minutes but rather by the party they are representing. Formal motions will not be used.

All items rising from the meeting will be recorded in the minutes. Items raised but not discussed or resolved will be included in the minutes and placed on the agenda for the next meeting.

The most current CJHSC minutes will be posted in each workplace.

(e) CJHSC Recommendations:

The CJHSC committee shall achieve this purpose by making recommendations related to:

- i. Maintaining and improving health and safety practices in the workplaces that are not resolved at the work location by the Worker and Management H&S representatives/ committee members.
- ii. Make recommendations to the Employer (Executive Director or designate). The Executive Director or designate shall respond to recommendations within 21 days with the timetable for implementation, and/or reasons why the Employer disagrees with the recommendation.

(f) CJHSC Accident/Incident Investigations:

The CJHSC shall investigate all serious workplace accidents and critical injuries, in accordance with the Act.

The CJHSC will designate two (2) members (or alternates when required) to accompany the Ministry of Labour Inspector while they carry out any Ministry inspection or investigation of the workplace.

The CJHSC will designate two (2) members (or alternates when required) to accompany a worker member during a work refusal. Senior Management and the Ministry of Labour will be informed who the designated CJHSC members are.

2) Workplace Joint Health and Safety Committees

(a) Structure of W JHSC

WJHSC structures shall be in accordance with the Act in each workplace location with equal representation between workers and management.

The WJHSC shall meet at a minimum once per quarter
The Worker and management members of WJHSC shall have the option of designating an alternate.

(b) WJHSC Agenda

The WJHSC may accept any item pertaining to workplace health and safety except to amend, alter, subtract from or add to any terms of the collective agreement.

The Management co-chair will usually forward the items brought forward for the agenda to WJHSC members one (1) week in advance of the meeting.

At the beginning of each WJHSC meeting, the agenda will be approved and/or revised prior to the start of the formal meeting.

WJHSC shall be consulted concerning proposed workplace testing strategies related to industrial hygiene.

(c) WJHSC Inspections/Minutes

The WJHSC management members shall forward copies of their inspection reports and/or committee minutes to the CJHSC Co-chairs no later than the 2nd Tuesday of the month.

The minutes for the WJHSC will be prepared within 5 business days of the meeting. Names of WJHSC members shall not be used in the minutes except to record attendance.

The co-chairs will sign the minutes and have the minutes distributed to the workplace and a copy to the CJHSC within 10 business days of the meeting.

All items raised from the agenda in meetings will be addressed on the basis of discussion and preferably consensus. Items not agreed to by the committee as a whole will be not identified by name in the minutes but rather by the party they are representing. Formal motions will not be used.

All items rising from the meeting will be recorded in the minutes. Items raised but not discussed or resolved will be included in the minutes and placed on the agenda for the next meeting.

The most current WJHSC minutes will be posted in each workplace.

(d) WJHSC Recommendations:

WJHSC will make recommendations to their immediate supervisor or designate. (cc copy to the CJHSC). The supervisor or designate shall respond to recommendations within 21 days with the timetable for implementation, and/or reasons why the Employer disagrees with the recommendation.

(e) WJHSC Accident/Incident Investigations

In the event a workplace incident/accident occurs the WJHSC members are to complete an investigation of the matter in accordance with the act and the health and safety program.

3) H&S Representatives*(a) General Functions of H&S representatives*

The Central Joint Health and Safety worker Representatives/ Workplace Committee Worker Representatives and Health and Safety Worker Representatives shall be appointed by the Union in accordance with the Occupational Health and Safety Act, The By-Laws of OPSEU Local 151 and OPSEU Health and Safety Policy.

The Health and Safety Worker Representative shall have the option of designating an alternate.

Health and Safety will be an agenda item at all regular workplace staff meetings. A copy of the Health and Safety portion of the staff meeting minutes will be forwarded to CJHSC.

At such time workplace testing, Ministry of Labour Inspectors or work refusals occur in the workplace; the designated workplace H&S reps will be notified and have the option, to participate, alongside the CJHSC members.

(b) Workplace Inspections

The Supervisor or designate shall forward copies of their inspection reports and the Health and Safety portion of the staff meeting minutes to the CJHSC co-chairs no later than the 2nd Tuesday of the month.

(c) Accident Investigations

In the event a workplace incident/accident occurs the H&S reps are to complete an investigation of the matter in accordance with the act and the health and safety program.

(d) Recommendations

H&S representatives will make recommendations to their immediate supervisor or designate.

The supervisor or designate shall respond to recommendations within 21 days with the timetable for implementation, and/or reasons why the Employer disagrees with the recommendation.

ADMINISTRATION

In accordance with the Occupational Health and Safety Act, WJHSC and CJHSC members are entitled to one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting.

Time spent performing health and safety functions will be paid in accordance with the collective agreement and the Occupational Health and Safety Act.

GENERAL

All workers shall report hazards to their supervisor as soon as possible. If unresolved, the worker may, at their option, put their health and safety concern forwarded to their H&S rep or WJHSC member or CJHSC, for assistance.

Medical or trade secret information will be kept confidential by all committee members/representatives.

This Terms of Agreement shall be reviewed annually by the CJHSC. Any amendments, deletions or additions to these Terms of Reference are negotiated by OPSEU Local #151 and the Employer.

4) Listing of Workplaces with designated H&S Reps/Committee Members

Subject to a change in a workplace location and/or size of the workforce at a work location, the attached addendum (Listing of Workplaces with designated H&S Reps/Committee Members) will be updated as required and agreed to by CJHSC members.

Signed at St. Thomas, Ontario, this _____ day of _____, 2015.

For the Union:

For the Employer:
