

Collective Agreement

between

**Ontario Public Services Employees Union
and its Local 597**

AND

**Reena
Full-time and Part-time**

Duration: June 24, 1998 to June 24, 2000

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	PURPOSE	1
2	RECOGNITION AND SCOPE	1
3	NO DISCRIMINATION	2
4	MANAGEMENT RIGHTS	2
5	NO STRIKES OR LOCKOUTS	4
6	UNION SECURITY	4
7	UNION REPRESENTATION	4
8	GRIEVANCE PROCEDURE	6
9	DISCHARGE	8
10	ARBITRATION	8
11	SENIORITY	9
12	JOB POSTING	11
13	LAYOFF AND RECALL	12
14	GENERAL	12
15	LEAVE-OF-ABSENCE	13
16	BEREAVEMENT LEAVE	14
17	VACATIONS	15
18	HOLIDAYS	17
19	JEWISH HOLIDAYS	18
20	HOURS OF WORK AND OVERTIME	18
21	EMPLOYEE BENEFITS	19
22	SICK LEAVE	20
23	WAGES	20
24	DURATION	21
	SCHEDULE "A"	22
	LETTER OF UNDERSTANDING	24
	LETTER OF UNDERSTANDING	26
	LETTER OF UNDERSTANDING	27
	LETTER OF UNDERSTANDING	28
	LETTER OF UNDERSTANDING	29

COLLECTIVE AGREEMENT

BETWEEN

REENA

(hereinafter referred to as the “Employer”)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

and its Local 597

(hereinafter referred to as the “Union”)

ARTICLE 1 - PURPOSE

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to cooperate in maintaining a harmonious relationship between the Employer and its employees, and to settle amicably grievances which may arise from time to time hereunder in a manner hereinafter set out.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Employer agrees to recognize the Union as the bargaining agent of all full-time and part-time employees of Reena employed in Metropolitan Toronto save and except supervisors and team leaders, those above the rank of supervisor and team leader, office, clerical and administrative staff, persons employed pursuant to the Social Service Employment Program, the Special Needs and Youth Secretariat Grants, and persons employed for a definite term or task which does not exceed twelve (12) months.

- 2.02 (a) The word “employee” or “employees” wherever used in this Agreement shall mean only those employees in the bargaining unit defined above.
- (b) The words “full-time employee” or “full-time employees” wherever used in this Agreement shall mean only those employees in the bargaining unit defined above who are regularly employed for more than twenty-four (24) hours per week.
- (c) The words “part-time employee” or “part-time employees” wherever used in this Agreement shall mean only those employees in the bargaining unit defined above who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- 2.03 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context so provides.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction or coercion exercised or practiced by either of them or their representatives or members because of any employee’s membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 3.02 The Union further agrees that there will be no union activity, solicitation for membership or collection of dues on the Employer’s premises, except as specifically permitted by this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. There shall be no attempt by either party or an Arbitrator or a Board of Arbitration to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management. Without limiting the generality of the foregoing, the Employer’s exclusive rights, power and authority shall include, but shall not be confined to the right to:

- (a) maintain order, discipline and efficiency;
- (b) make and enforce and alter from time to time reasonable rules and regulations to be observed by all employees;
- (c) hire, assign duties, transfer, promote, demote, classify, layoff, recall, retire, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
- (d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees; may require the medical examination of an employee at the Employer's expense by a physician mutually agreed upon by the Employer and the Union;
- (e) determine the qualifications of employees, the number of employees required by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area; generally, solely and exclusively manage the Agency and its operations without interference subject to the express terms of this Agreement.

4.02 Where the rights, power and authority set out above are modified or limited by the terms of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Union agrees that during the term of this Agreement there shall be no strikes, shutdowns, slowdowns, stoppage of work, nor picketing of any kind or form whatsoever, or acts of any nature which interferes with the Employer's operations. Any employee participating in any of the above-named acts will be subject to discipline including discharge. The Employer agrees that there shall be no lockout during the term of this Agreement. The terms strike and lockout shall bear the meaning given to them in the Ontario Labour Relations Act.

ARTICLE 6 - UNION SECURITY

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

6.02 The Employer agrees to deduct from the wages due to each employee covered by this Agreement, a sum equal to the regular union dues payable by the members of the Union. The employer shall remit the amount so deducted to the Head Office of the Union by the fifteenth (15th) day of the month next following deduction along with a list of the names and social insurance numbers of the employees from whose pay the deductions have been made.

6.03 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer acknowledges the right of the Union to appoint or elect from amongst employees who have completed their probationary period, up to four (4) stewards at least one (1) of which shall be from each of the following areas:

- (a) Vocational Day Programme;
- (b) Residential Programme.

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

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

7.03 The Employer agrees to recognize a negotiating committee consisting of up to four (4) employees who have completed their probationary period whose function shall be to negotiate renewals of this Agreement as provided for in Article 24.

The employer agrees to compensate the negotiating committee at the rate of fifty percent (50%) of their regular straight time hourly rate for time lost from regular scheduled working hours while meeting with the Employer to negotiate renewals of this Collective Agreement up to, but not including, conciliation.

7.04 The Union must notify the Employer of the names of the stewards, the names of the members of the negotiating committee and the names of the members of the Labour Management committee and the respective effective dates of their appointment before the Employer is obligated to recognize the same.

7.05 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Chief Steward with a copy to the regional office. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or designate.

7.06 **Labour Management Committee**

The Employer agrees to recognize a Labour Management Committee of up to four (4) employees who have completed their probationary period. The Employer shall meet with the Labour Management Committee not less than three (3) times per calendar year at times mutually agreed upon by the parties. The purpose of the meetings will be to discuss matters of mutual concern. It is expressly understood that any individual matter which could be processed

pursuant to the Grievance and Arbitration procedures provided under the Collective Agreement shall not be discussed at these meetings. The Employer agrees to compensate members of the Labour Management Committee at their straight time hourly rate for time lost from regular scheduled working hours while attending Labour Management Committee meetings.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties to this Agreement that the complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he has first discussed his complaint with his immediate supervisor and afforded him an opportunity to endeavour to adjust his complaint.

If an employee has a complaint he shall discuss it with his immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may be taken up as a grievance within five (5) working days following advice of the immediate supervisor's decision in the following manner and sequence:

Step I

The employee shall submit a written grievance signed by him to the Programme Manager with a copy to his immediate supervisor. The nature of the grievance, the remedy sought and the Articles of the Agreement which are alleged to have been violated, shall be set out in the grievance on the prescribed form. Any grievance not submitted within the time limits provided herein shall be deemed to have been abandoned. The Programme Manager shall deliver his decision in writing within five (5) working days following the day on which the grievance was presented to him. Failing settlement, then:

Step II

Within five (5) working days following the decision under Step I, the employee shall submit the written grievance to the Department Head or designate who shall review the grievance and render a decision in writing within five (5) working days from the date on which the grievance is presented to him. Failing settlement, then:

Step III

Within five (5) working days following the decision under Step II, the employee shall submit the written grievance to the Executive Director or designate. The Executive Director will meet with the Grievor and the Steward from the appropriate area to review the grievance within five (5) days of receiving the grievance at this step. The Executive Director shall have such counsel and assistance as she may desire at this meeting as may the Union request the presence of the Union Staff Representative. Failing settlement, the decision of the Executive Director or designate shall be delivered in writing within five (5) working days from the date on which the grievance meeting was convened.

- 8.02 Failing settlement, under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within five (5) days from the date of the decision under Step III above is given, the grievance shall be deemed to have been abandoned.
- 8.03 It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step III above within five (5) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this Section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be bypassed.
- 8.04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives for the Union, shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedure and the arbitration procedure, shall be construed as mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.

8.05 For the purposes of the grievance and arbitration provisions, the words “working days” shall not include Saturdays, Sundays or paid holidays.

ARTICLE 9 - DISCHARGE

9.00 A claim by an employee who has completed his probationary period, that he has been unjustly discharged, shall be treated as a special grievance if a written statement of such grievance is lodged at Step III of Article 8.01 of the grievance procedure within five (5) working days after the date of such discharge, and the time limit set out with respect to that Step shall appropriately apply.

9.01 Such special grievance may be settled under the grievance and arbitration procedures by:

- (a) Confirming the Employer’s action in discharging the employee;
- (b) reinstating the employee with compensation and seniority for the time lost; or
- (c) By any other arrangement which is just in the opinion of the parties or the arbitration board if appointed.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time, appoint its nominee to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall appoint its nominee and notify the other party. The two nominees so appointed shall confer to select a Chairman for the Board of Arbitration. If they are unable to agree upon such a Chairman within a period of ten (10) working days, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

10.02 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.

10.03 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.

- 10.04 No matter shall be dealt with at arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.
- 10.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union and the employees.
- 10.06 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the fees and expenses of the Chairman of the Arbitration Board.
- 10.07 **Sole Arbitrator:** Notwithstanding the foregoing provisions of this Article the Employer and the Union may mutually agree in writing to the appointment of a single arbitrator satisfactory to both parties in which case such arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms of this Article.

ARTICLE 11 - SENIORITY

- 11.01 (a) A full-time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement nor shall his name be placed on the full-time seniority list until after such time as he has completed six (6) months continuous active service with the Employer in a full-time position in the bargaining unit described in Article 2.01 since his most recent date of hiring. After completion of his full-time probationary period, the employee's full-time seniority shall date from his most recent date of hire in the full-time position.
- (b) A part-time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement nor shall his name be placed on the part-time seniority list until after such time as he has completed six hundred and twenty-five (625) hours of active service with the Employer in a part-time position in the bargaining unit described in Article 2.01 since his most recent date of hiring. After completion of his part-time probationary period, the employee's part-time seniority shall date from his most recent date of hire in the part-time position.
- 11.02 Full-time employee and part-time employee seniority list showing the names of those employees who have completed their probationary period shall be established for employees covered by this Agreement. Such seniority lists shall be updated annually. A copy shall be supplied to the Union at the time of initial posting and subsequent revision.

- 11.03 Seniority shall be lost and an employee shall be deemed to have quit his employment with the Employer if he:
- (a) Resigns his employment;
 - (b) is discharged;
 - (c) fails to report to work with five (5) days after issuance of notice of recall by registered mail to his last address on record with the Employer;
 - (d) is laid off for a period in excess of six (6) months or the length of his seniority whichever is less;
 - (e) fails to report to work upon the expiration of any leave-of-absence granted to him unless a reason satisfactory to the Employer is given;
 - (f) utilizes a leave-of-absence for a purpose other than that for which it was granted;..
 - (g) retires or is retired.
- 11.04 It shall be the responsibility of the employee to keep the Employer informed of his current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.
- 11.05 (a) Apart-time employee who is offered and accepts a permanent full-time position after the January 3, 1995 shall be considered to be on full-time probation and shall complete a probationary period of four (4) months continuous active service. Upon successful completion of this probationary period, the employee shall be credited with four (4) months continuous active service with the Employer in the full-time position and shall be given credit for his part-time seniority attained under Article 11.01(b), up to a maximum of two (2) years. (2080 hours worked part-time equals one (1) year full-time seniority). His name shall be added to the full-time seniority list on the basis of the above-noted seniority credits.

- (b) A full-time employee who is offered and accepts a permanent part-time position after January 3, 1995 shall not be required to serve the probationary period set out in Article 11.01(b). Such employee shall be given credit for his full-time seniority attained under 11.01(a) and his name shall be added to the part-time seniority list.

ARTICLE 12 -JOB POSTING

- 12.01 The Employer agrees to post notices of **all** permanent vacancies or new positions within the bargaining unit for a period of seven (7) working days. Such posting shall stipulate the title and salary of the position concerned. Notice of the first vacancy created by an employee who successfully bids for a permanent vacancy or new position herein will be posted for a period of three (3) working days. This posting provision does not apply to any subsequent vacancies created.
- 12.02 Until the vacancy is filled from the job posting provisions, the Employer is free to fill the vacancy or new position on a temporary basis up to eight (8) months.
- 12.03 If in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the skills, ability, experience, training and perceived ability to relate to the client groups are equal between two or more employees, seniority shall be given due consideration when decisions are made with regard to promotions within the bargaining unit.
- 12.04 Notwithstanding Article 12.03, if no written applications are received by 5:00 p.m. on the seventh (7th) day of posting, or if, none of the applicants have the required skills, ability, training and perceived ability to relate to the client groups, the Employer may fill the new job or vacancy from within the bargaining unit and then from outside the bargaining unit.
- 12.05 It is understood that only employees who have completed their probationary period may bid for job postings hereunder. If an employee successfully bids for a job hereunder, he will not be eligible for a posted job within the bargaining unit for a period of six (6) months.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 (a) In the event that a reduction of the work force is required, the Employer agrees to lay off full-time and part-time employees in reverse order of seniority as set out in the seniority list provided that in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, full-time or part-time employees who remain on the basis of seniority are willing and best qualified to do the work available.
- (b) In the event a full-time employee is laid off under 13.01 (a), the Employer agrees, provided there is a vacant part-time position, to offer such vacant part-time position to the full-time employee in accordance with his seniority on the full-time seniority list.
- 13.02 When recalling full-time and part-time employees after a layoff, those last to be laid off will be the first to be recalled provided that, in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the full-time or part-time employee to be recalled is willing and best qualified to do the work to which he is assigned.

ARTICLE 14 - GENERAL

- 14.01 The Employer shall provide space on the bulletin board in the Administrative Office for the convenience of the Union in posting notices regarding regular meetings and educational seminars. In work locations where a bulletin board is not provided, notices of Union activity will be placed in a binder. All such notices must be signed by the proper officer of the Union and submitted to the Employer for approval in writing before being posted, or placed in a binder.
- 14.02 **An** employee upon request shall be permitted to examine his personnel file no more than twice annually and the same shall be shown to the employee at a time designated by the Employer in the presence of the Employer's designate.
- 14.03 An employee authorized and required to transport a client in an emergency situation or to attend a conference at a time which includes a meal period will be reimbursed by the Employer for all meals up to:

Breakfast	\$ 4.00
Lunch	\$ 7.00
Dinner	\$12.00

The employee shall present receipts satisfactory to his supervisor in order to be reimbursed.

- 14.04 When the Employer decides to conduct an orientation for new employees, the Employer agrees to make available up to one-half (1/2) hour at a time to be determined by the Employer in order that either the Local Union President, or one steward recognized under Article 7.01 may advise new employees concerning the terms and conditions of the Collective Agreement.
- 14.05 Upon successful completion of courses required and approved by the Employer in writing, full-time employees shall receive a maximum of \$150.00 in each calendar year as reimbursement for any course fees.
- 14.06 The cost of printing this Agreement shall be shared equally between the Union and the Employer.

ARTICLE 15 - LEAVE-OF-ABSENCE

- 15.01 The Employer may, in its discretion, grant a leave-of-absence with or without pay to an employee who has completed his probationary period for legitimate personal reasons. Request for leave-of-absence shall be in writing and submitted to the Programme Manager or Department Head at least fifteen (15) working days in advance of the leave except as otherwise authorized by the Programme Manager or Department Head.
- 15.02 The Employer may, in its discretion, grant a leave-of-absence without pay to two (2) full-time employees who have completed their full-time probationary period to attend Union conventions provided that:
- (i) Such leave does not unduly interfere with the operational requirements of the Employer; and
 - (ii) the total leave granted hereunder shall not exceed five (5) working days per year of the Agreement; and
 - (iii) the Union gives fourteen (14) working days notice of such leave to the Employer; and
 - (iv) no two (2) full-time employees from the same department shall be absent at the same time.

- 15.03 Pregnancy and Parental Leave shall be granted in accordance with the requirements of the Employment Standards Act of Ontario.
- 15.04 If a full-time employee, who has completed his probationary period, is required to serve as a juror, he shall be paid his regular straight time hourly rate to a maximum of eight (8) hours per day for time lost from work solely due to the jury duty to a maximum of forty (40) hours per any one (1) week, provided he:
- (i) notifies the Program Manager or Department Head immediately upon notification that he will be required to serve as a juror;
 - (ii) presents proof of service, and
 - (iii) promptly pays to the Employer, any amounts paid to him for such service exclusive of such amounts paid for travel and meal allowance. .
- 15.05 Full-time employees absent from work for any continuous period of ten (10) working days or more, other than a period of vacation leave or paid sick leave, shall not earn vacation or sick leave credits during the period of any such absence and anniversary dates shall be adjusted accordingly. In addition, the Employer shall not be required to contribute to the payment of health and welfare benefits during any such absence. Full-time employees who desire to maintain health and welfare benefits through the Employer must arrange payment of premiums for all such benefits and pay for all such premiums through the Employer before commencing any absence.

ARTICLE 16 - BEREAVEMENT LEAVE

- 16.01 A full-time employee who has completed his probationary period will be granted up to five (5) days leave-of-absence at his regular straight time hourly rate to make arrangements for and/or to attend the funeral of the full-time employee's mother, father, wife, husband, son, daughter, brother or sister.
- 16.02 A full-time employee who has completed his probationary period will be granted up to three (3) days' leave-of-absence at his regular straight time hourly rate to make arrangements for and to attend the funeral of the full-time employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren and grandparents.

- 16.03 It is agreed that this leave is to apply only where the full-time employee is in attendance at and involved in the preparations of the funeral and payment for such days of absence is limited to the days actually missed from work as per the full-time employee's scheduled working days.
- 16.04 A full-time employee will not be eligible to receive payment under the terms of this Article for any period in which he is receiving payments in the form of paid holidays, vacation pay, and disability or sick leave benefits or Workers' Compensation Benefits. (W.S.I.B.)

ARTICLE 17 - VACATIONS

- 17.01 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from **January 1st** to the following December 31st. The following vacation provisions shall apply to full-time employees:
- (a) All full-time employees shall be entitled to vacation with pay based on the length of continuous service in a full-time position as of December 31st of the vacation year in question as follows:
 - (i) Full-time employees who have completed one (1) year of continuous service in a full-time position as of December 31st, but less than five (5) years of continuous service in a full-time position shall be entitled to a vacation with pay at their regular straight time hourly rate accrued at the rate of 1.25 days per completed month of employment in a full-time position to a maximum annual vacation of fifteen (15) working days.
 - (ii) Full-time employees who have completed five (5) years of continuous service in a full-time position as of December 31st, but less than ten (10) years of continuous service in a full-time position shall receive an annual vacation with pay at their regular straight time hourly rate accrued at the rate of 1-2/3 days per completed month of employment in a full-time position to a maximum annual vacation of twenty (20) working days.
 - (iii) Full-time employees who have completed more than ten (10) years of continuous service in a full-time position as of December 31st shall receive an annual vacation with pay at their regular straight time hourly rate accrued at the rate of two (2) days per completed month of employment in a full-time position to a maximum of twenty-five (25) working days.

17.02 Full time employees shall provide the Employer with not less than two (2) months written notice of their preferred vacation period. Notwithstanding the above, a vacation request submitted with less than two (2) months notice will be considered by the Employer. The Employer shall endeavour to grant the chosen vacation. It is recognized that the final decision concerning the scheduling of vacations resides with the Employer.

17.03 A full-time employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he leaves without giving *two weeks'* notice of termination in which case he shall only be entitled to vacation pay in accordance with the provisions of the **Employment Standards Act**.

17.04 Vacation time must be taken during the current vacation year or within the vacation year next following the accrual. A full-time employee shall be obliged to take all vacation days that exceed twenty in a vacation year as provided in Article .17.01.

17.05 Notwithstanding Article 17.02, it is agreed that when the Employer decides to temporarily close a program(s) for vacation, full-time employees working in such program(s) must take their vacation time entitlement during the period of program closure. In the event a full-time employee's vacation time entitlement is less than the period of program(s) closure, such full-time employee shall be entitled at the option of the full-time employee to:

- (i) Utilize lieu time owing to him pursuant to Article 20.03; or
- (ii) utilize a day or days designated as a Holiday pursuant to Article 18.03; or
- (iii) be granted an unpaid leave-of-absence pursuant to Article 15.01.

The Employer insofar as is practical shall give the full-time employee(s) working in the program(s) to be temporarily closed for vacation, one (1) month notice of the anticipated closure date.

Notwithstanding the foregoing, in the event that the Employer determines that alternative work is available and is deemed required, such work will be offered to full-time employees effected by the closure.

- 17.06 Part-time employees shall be granted vacation in accordance with the requirements relating thereto and as defined in the **Employment Standards Act**.
- 17.07 Part-time employees who are promoted to a full-time position shall commence to accrue full-time vacation credits in accordance with Article 17.01 upon the date of promotion to the full-time position.

ARTICLE 18 - HOLIDAYS

- 18.01 For the purposes of this Agreement, the following days will be recognized as holidays for full-time employees:

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

- 18.02 A full-time employee who is required to work on a holiday shall be paid for authorized work performed on such day at his regular straight time hourly rate for all hours worked and in addition, provided he has been employed for a period of at least three (3) months in a full-time position, has earned wages on at least twelve (12) days during the four work weeks immediately preceding the day of the holiday, and works his scheduled day of work immediately preceding and following the holiday, the Employer shall grant another working day for the holiday which shall be no later than the next annual vacation of the full-time employee and the day so substituted shall be deemed to be the holiday.
- 18.03 Where a holiday falls on a full-time employee's day off or during the employee's vacation period, the Employer shall pay the employee his regular straight time hourly rate for all hours he would otherwise have worked on the holiday or shall designate a working day that is not later than the next annual vacation of the full-time employee and the day so designated shall be deemed to be the holiday provided the full-time employee qualifies in accordance with the conditions set out in Section 18.02 above.
- 18.04 When the full-time employee is required to work on a holiday and does not work, the entitlements set out in Section 18.02 above shall not apply.

- 18.05 Holidays with pay to part-time employees shall be granted in accordance with the requirements relating thereto and as defined in the **Employment Standards Act**. In addition, Boxing Day shall be granted in accordance with the requirements of the **Employment Standards Act**.
- 18.06 For the purpose of the application of this Article only scheduled shifts worked between 12:01 a.m. and 12:00 midnight on the holiday shall be deemed to be worked on the holiday.

ARTICLE 19 - JEWISH HOLIDAYS

- 19.01 For the purposes of this Agreement, the following days will be recognized as Jewish Holidays for full-time employees and shall be dealt with and compensated only in accordance with this Article:

Rosh Hashanah	1 st day	2 nd day
Yom Kippur	1 st day	

- 19.02 A full-time employee who has completed three (3) months of continuous active service in a full-time position who is required to work on a Jewish Holiday shall be paid for authorized work performed on such day at his regular straight time hourly rate for all hours worked and in addition, the Employer shall grant another working day for the Jewish Holiday and the day so substituted shall be deemed the Jewish Holiday.
- 19.03 When a full-time employee is required to work on a holiday and does not work, he shall not be paid for the holiday.
- 19.04 Notwithstanding Article 19.02, when a Jewish Holiday occurs on a day recognized as a Holiday under Article 18.01, the provisions of this Article 19 shall not apply.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

- 20.01 It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

- 20.02 (a) The normal scheduled hours for full-time employee shall be on the basis of forty (40) hours per week.
- (b) Part-time employees shall be requested and / or scheduled to work as required by the Employer.
- 20.03 If a full-time employee is authorized to work and does work in excess of forty (40) hours per week up to and including forty-four (44) hours per week, he will be entitled to receive time off equivalent to the time so worked overtime.
- 20.04 Employees recognize the need for overtime and agree to co-operate with the Employer in the performance of the same.
- 20.05 It is agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 20.06 The Employer will endeavour to achieve the following objectives in the formation of work schedules for full-time employees:
- (a) Work schedules shall be posted at least fourteen (14) days prior to the commencement of the new work schedule. It is recognized and agreed that changes may be required to the posted schedule.
- (b) The posted work schedule will reflect shifts that commence at least ten (10) hours from the completion of the employer's previous shift unless otherwise agreed to by the employee concerned.

ARTICLE 21 - EMPLOYEE BENEFITS

- 21.01 The Employer agrees to continue its existing contributions under the present life insurance, extended health benefits plan, long term disability and dental plan for all eligible full-time employees who have completed three (3) months of continuous active service in a full-time position subject to the conditions and terms of the said plans for the duration of this Agreement.

See: Letter of Understanding

- 21.02 In the event an employee is required to use his automobile on behalf of the Employer, the Employer shall pay an allowance of twenty-nine (.29c) cents per kilometer upon receipt of an official travel expense form approved by the employee's immediate supervisor.

ARTICLE 22 - SICK LEAVE

- 22.01 Pay for sick leave is for the sole and only purpose of protecting a full-time employee when he is legitimately ill and unable to work and will be granted on the following basis:
- (a) Sick leave will be allowed for sickness for full-time employees after the completion of their full-time probationary period on the basis of eight (8) hours per completed month of continuous active employment.
 - (b) All unused sick leave may be accumulated to the credit of the full-time employee up to a maximum of twenty-four (24) days in total at any one time.
 - (c) Once these credits are earned they may be used when sickness renders the full-time employee unable to perform assigned duties. Sick leave credits used will be deducted from the total credits accumulated
 - (d) A full-time employee upon returning to work from sick leave may be requested to present proof of sickness and fitness to return to work in the form of medical documentation from a duly qualified medical doctor mutually agreed upon by the Employer and employee concerned.
 - (e) Full-time employees shall not be entitled to sick leave for sickness or accident compensable by the Worker's Compensation Board.(WSIB).
 - (f) Sick leave credits will expire on termination of employment or retirement or on death.
 - (g) A full-time employee absenting himself on account of illness must notify the Employer on the first day of illness and each succeeding day of illness before the time he would normally report for work. Failure to give adequate notice may result in loss of sick leave benefits for that day of absence.

ARTICLE 23 - WAGES

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



ARTICLE 24 - DURATION

24.01 This Agreement shall continue in effect until the 24th day of June, 2000 and shall continue automatically for annual periods of one year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

24.02 If pursuant to such negotiations an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

IN WITNESS HEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of the 24th of June, 1998.

FOR THE EMPLOYER

[Signature]
[Signature]
R. Harold Vanet

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
N. Bell
[Signature]

SCHEDULE "A"

HOURLY RATES AND CLASSIFICATIONS

FULL-TIME

Senior Support Worker	\$13.98/hour
Support Worker	\$12.63/hour
Awake Night	\$10.14/hour

PART-TIME

Regular Part-time	\$9.71/hour
Relief Staff	\$9.71/hour
Temporary Full-time	\$9.71/hour
Asleep Night	\$37.59/hour

NOTES:

1. The Employer will commence to calculate for Regular Part-time, Relief Staff, Temporary **Full-time** employees noted above in lieu of all fringe benefits (being those benefits to an employee in whole or in part by the Employer as part of direct compensation or otherwise save and except vacation pay) an amount equal to four percent (**4%**) of their straight time hourly rate. It is understood and agreed that this (**4%**) add-on payment in lieu of fringe benefits shall be paid to employees at a time determined by the Employer. The Employer agrees to endeavour to pay this percentage in lieu of benefits to Regular Part-time, Relief Staff, Temporary Full-time employees on their regular pay day. It is further understood and agreed that this (**4%**) add-on payment in lieu of fringe benefits shall not be included for the purpose of computing any premium or overtime payments.
2. Notwithstanding Article 2, it is agreed that Temporary Full-time employees and Relief Staff in the employ of the Employer **are** part-time employees for all purposes of this Collective Agreement.

For the purposes of clarity, it is understood and agreed that:

- (i) Temporary full-time employees means those employees who are assigned, as required by the Employer, to work more than twenty-four (24) hours per week.
- (ii) Relief Staff means those employees who are assigned to fill a part-time or full-time position as required by the Employer.

3. Relief Staff employees who are requested to work and who **refuse** to accept at least four (4) work assignments within one (1) calendar month shall **lose** their seniority and shall **be** deemed to have quit their employment with the Employer.

All other terms and provisions of **the** renewed Collective Agreement shall **be** effective on the Date of Ratification of this Agreement unless specifically noted to the contrary.

LETTER OF UNDERSTANDING

BETWEEN:

REENA

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 597

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2000 with respect to full-time employees who voluntarily accompany clients on vacation trips. In that regard, the parties agree as follows:

1. Article 20 - Hours of Work and Overtime do not apply to full-time employees accompanying clients on vacation trips
2. A full-time employee who accompanies a client on a vacation trip shall reside in the vacation premises with the client(s) during the vacation trip except as noted below.
3. For the purposes of this letter only and during the vacation trip, a "day" means a twenty-four (24) hour period. During each day, full-time employees shall be compensated for only eight (8) hours at their regular straight time hourly rate.
4. The work week for full-time employees accompanying clients on vacation trips shall be determined by the Employer from time to time in accordance with the requirements of the Employer and the clients. However, full-time employees shall be entitled to two (2) consecutive days off work after five (5) consecutive days worked in accordance with paragraph three (3) above. During such two days, the full-time employee shall not be required to remain on the vacation premises.
5. In the event that Article 16 - Bereavement Leave, Article 19 - Jewish Holidays, Article 22 - Sick Leave become applicable to full-time employees accompanying a client on a vacation trip and occur during such trip, the full-time employee concerned, provided he qualifies under these Articles, shall be Compensated at his regular straight hourly rate for up to eight (8) hours per day only.

LETTER OF UNDERSTANDING

BETWEEN:

REENA

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ~~ITS~~ LOCAL 597

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June **24, 2000** with respect to authorized overtime as specified below:

If a full-time employee is authorized to work in excess of forty-four (**44**) hours per week he shall be compensated at the rate of one and one-half (1-1/2) times his regular straight time hourly rate or lieu time off equivalent to one and one-half times the time so worked.

Each full-time employee must provide the Employer with a letter designating whether he wishes to receive pay or the time off equivalent for overtime worked. The Employer will effect such designation within one (1) month from receipt of the employee's letter. Once such designation has been received it may not be altered without the consent of the Employer within the next six (6) month period. Where a full-time employee does not make a designation, the Employer shall, at their own discretion, make a designation on the full-time employee's behalf.

DATED at Toronto, Ontario, this 23 day of June, 1998

FOR THE EMPLOYER.

Handwritten signature
Handwritten signature
R. Finchland

FOR THE UNION:

~~Handwritten signature~~
Handwritten signature
C. Schindler
M. Brall
Leah Paul

LETTER OF UNDERSTANDING

BETWEEN:

REENA

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 597

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2000 concerning the following:

In **the** event that the Ministry of Community and Social Services (M.C.S.S.) provides Reena additional funding for wage adjustments for bargaining unit employees during the term of this Collective Agreement, Reena agrees to apply that proportion of the additional funding applicable to **the** bargaining unit wage budget in accordance with the guidelines under which it is received by Reena from M.C.S.S.

DATED at Toronto, Ontario, this 28 day of June, 1998

FOR THE EMPLOYER

Bid
[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

REENA

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 597

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2000 concerning the following:

The dental plan shall be amended to provide:

- (i) Effective August 1, 1998, the 1995 Ontario Dental Fee Schedule shall become effective.
- (ii) Effective August 1, 1998, the Dental Plan shall be amended to provide for all exams to be not more than once every nine (9) months.
- (iii) Effective August 1, 1999, the 1996 Ontario Dental Fee Schedule shall become effective.

DATED at Toronto, Ontario, this 23 of June, 1998

FOR THE EMPLOYER:

RB
R. J. King
Rhonda L. Bank

FOR THE UNION:

[Signature]
[Signature]
Kate Schlabach
[Signature]
M. Brall
Leah Lusk

LETTER OF UNDERSTANDING

BETWEEN:

REENA

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 597

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement with expires June 24, 2000 concerning the following:

Full-time employees on the payroll of the Employer on the Date of Ratification shall be paid, within two (2) weeks following the Date of Ratification a lump sum payment of three hundred dollars (\$300.00) less applicable deductions.

Part-time employees on the payroll of the Employer on the Date of Ratification who have worked a minimum of 104 hours in the three (3) months preceding the Date of Ratification shall be paid within two (2) weeks following the Date of Ratification a lump sum payment of three hundred dollar (\$300.00) less applicable deductions.

A further lump sum payment shall be made to full-time employees on the payroll of the employer one (1) year from the Date of Ratification. This lump sum payment shall be two hundred dollars (\$200.00) less applicable deductions and shall be paid one (1) year from date of ratification.

A further lump sum payment shall be made to part-time employees on the payroll of the Employer one (1) year from the Date of Ratification who has worked a minimum of 104 hours in the three (3) months preceding the date which is one (1) year from the Date of Ratification. This lump sum payment shall be two hundred dollars (\$200.00) less applicable deductions and shall be paid one (1) year from Date of Ratification.

DATED at Toronto, Ontario, this 23 of June, 1998

FOR THE EMPLOYER:

FOR THE UNION:
















