

# Collective Agreement

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between

**Ontario Public Service Employees Union  
on behalf of its Local 664**

and

**Community Living Iroquois Falls/  
L'intégration Communautaire  
d'Iroquois Falls**

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**DURATION: April 1, 2021 – March 31, 2023**



Sector 2  
664-5403-20230331-2A

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish for the Employer, the Union, and the employees, mutually acceptable wage rates and working conditions, and to provide a method for the prompt and equitable disposition of disputes arising from this Collective Agreement.

## **ARTICLE 2 – RECOGNITION AND SCOPE OF COLLECTIVE AGREEMENT**

### 2.01 Bargaining Unit Description:

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Community Living Iroquois Falls/L'integration Communautaire d'Iroquois Falls in the Town of Iroquois Falls, save and except Supervisors, persons above the rank of Supervisor, and French Language Services Secretary/Receptionist and Family Home Primary and Relief Providers.

### 2.02 Definitions:

- a) Full-Time employee: shall be defined as a member of the Bargaining Unit who is regularly scheduled to work thirty-five hours or more per week.
- b) Regular part-time employee: shall be defined as a member of the Bargaining Unit who is regularly scheduled to work less than thirty-five hours per week.
- c) Casual employee: shall be defined as a member of the Bargaining Unit who is employed on an as and when needed basis.
- d) Orientation Employees:  
Newly hired regular part-time and casual employees shall receive a minimum of three days orientation training as well as necessary training required for the job in which they were hired to a maximum of eighty hours and Union orientation as outlined in Article 7.10. These training hours will be paid out as set out in Appendix "A" wage scale at the starting rate of the specific job for which they were hired.

2.03

Work of the Bargaining Unit:

- a) The current practice in the use of volunteers shall not be expanded to the extent that it results in the layoff of permanent staff or prevents the permanent recall of such staff. The fluctuation in scheduling of regular part-time or casual employees shall not be considered a layoff or non-recall of such staff.
- b) The Employer may from time to time employ clients of the Employer to perform work which is not normally performed by bargaining unit employees. Clients so employed shall not be members of the Bargaining Unit and shall not be covered by this Collective Agreement.
- c) Where the Employer receives approval to hire an employee under the Social Services Employment Programme (SSEP) for a position which is additional to the regular complement of the Employer, such employee shall be hired without reference to the posting provisions of the Collective Agreement. The SSEP employee shall be paid the appropriate bargaining unit rate and enjoy all other rights and benefits under the Collective Agreement except that such employee and position shall not be subject to the layoff and recall provisions, nor shall the release of such employee be subject to the grievance and arbitration provisions. Where such an employee successfully competes for a posted bargaining unit position, she shall be credited with seniority back to her original date of hire.
- d) Use of Summer Students:

Where the Employer receives a subsidy to hire a summer student under a Government Program for a position which is additional to the regular complement of the Employer, such employee shall be hired without reference to the posting provisions of the Collective Agreement. Students shall perform work designed to enhance the social lives of the individuals supported by the Employer and will not be used to replace bargaining unit employees. The summer student shall enjoy all other rights and benefits under the Collective Agreement except that such employee and position shall not be subject to the layoff and recall provisions, nor shall the release of such employee be subject to the grievance and arbitration provisions. The use of students shall not be expanded to the

extent that it results in the layoff of permanent employees. Wages will be determined by the Employer.

### **ARTICLE 3 – NO DISCRIMINATION**

3.01 No Discrimination – Human Rights Code:

The Employer, the Union and the members of the Bargaining Unit agree that there will be no discrimination contrary to the *Ontario Human Rights Code*.

3.02 No Discrimination – Union Activity:

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union. The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no Union activity on the Employer's premises during the employees' working hours.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The Union acknowledges that it is the exclusive right and function of the Employer to generally manage the operations, and all its programs in all respects and in accordance with its inherent and statutory rights and obligations, except as expressly modified or restricted by a specific provision of this Agreement, and any relevant legislation, and without restricting the generality of the foregoing:

- a) to hire employees, determine the qualifications necessary for the work; assign and direct their work; to promote, demote, transfer, lay off and recall to work, to set the standards of productivity, the services to be rendered;
- b) to reprimand, suspend, discharge, or otherwise discipline employees for just cause, provided that a claim by an employee who has completed the probationary period that the employee has been discharged without just cause may be the subject of a grievance as hereinafter provided; to determine the number of employees to be employed;

- c) to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer;
- d) to introduce new or improved research, service, and machinery; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules, regulations, and practices and to take whatever action is either necessary or advisable to determine, manage and fulfil the missions of the Employer; and,
- e) The Employer agrees that it will exercise its rights in compliance with this Collective Agreement.

## **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

5.01 The Union agrees that during the term of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that it will not illegally lockout employees. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, R.S.O. 1990, as amended.

## **ARTICLE 6 – UNION SECURITY**

### 6.01 Union Dues Deduction:

The Employer agrees to deduct a sum equal to the regular monthly union dues as specified by the Union to be currently in effect from each employee in the Bargaining Unit from the first day of hire. The Employer agrees to remit the total amount of such dues to the Ontario Public Service Employees Union (OPSEU) Head Office of the Union at 100 Lesmill Road, Toronto, M3B 3P8, by the fifteenth day of the month following the month in which such deductions were made.

6.02 The Union will advise the Employer in writing of the amount of its regular monthly union dues authorized in accordance with the

Constitution and By-Laws of the Union. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

6.03 Indemnification:

In consideration of the deducting and forwarding of union dues, the Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, and/or actions arising out of the collection or attempted collection of such dues as herein provided and from any claims arising from information provided by the Employer under the provisions of this Collective Agreement.

6.04 Union Dues on Income Tax Slips:

The Employer agrees to print the amount of union dues deductions paid by each employee for the previous calendar year on the employee's income tax receipt.

6.05 Union Security:

The Employer shall copy all correspondence to the Union when an employee has been terminated, laid off, suspended, demoted or issued any disciplinary letter. The Employer shall also notify the Union of new hires and any resignations.

**ARTICLE 7 – REPRESENTATION**

7.01 Recognition of Stewards:

The Employer agrees to recognize seven Stewards elected or appointed from the employees in the Bargaining Unit who have completed their probationary period.

7.02 Notification of Stewards' Names:

The Union shall notify the Employer in writing of the name of the Stewards. The Employer shall not be required to recognize any Steward until such notification from the Union has been received. The Union will identify and notify the Employer who the highest ranking Steward is.

7.03 Stewards Responsibilities:

The parties agree that Stewards have their regular duties and responsibilities to perform as employees, and shall not leave their regular duties without first obtaining permission from their immediate Supervisor or designate. Such time away from regular duties shall be used for the prompt handling of grievances and shall be without loss of basic pay. Permission to take such time shall not be unreasonably withheld.

7.04 Employee Right to Representation:

- a) The Employer agrees that the duty of the Stewards shall be to represent employee(s) on matters related to the Collective Agreement and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- b) The parties further agree that where a Steward is not readily available, the absence of the Steward shall not negate any action taken, nor shall this clause require the Employer to call in or pay a Steward not already at work.
- c) The Local Union shall have the right to the assistance of an Ontario Public Service Employees Union (OPSEU) Staff Representative for the purpose of attending meetings with the Employer in the administration of this Agreement.

7.05 Employee Relations Committee:

- a) There shall be an Employee Relations Committee consisting of two Staff Representatives of the Union and two Staff Representatives of the Employer. The Union members may have the assistance of a Staff Representative of OPSEU, and the Employer may have such assistance as it desires, at any meeting of the Committee.
- b) The Committee shall meet at least once per month, unless mutually agreed otherwise. Meetings shall be at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda items at least one week before the meeting, unless mutually agreed otherwise.
- c) The Chair of the Committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Chair selected by the Union and a Chair selected by the Employer.

- d) The purpose of the Employee Relations Committee is to discuss items, not covered by the Collective Agreement, which are of mutual concern to Management and the employees. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement. It is expressly understood that this Committee shall not usurp the authority or duties of the Negotiation Committee.
- e) Employees serving on the Employee Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee, including up to one hour preparation time.

7.06 Negotiating Committee:

- a) The Employer agrees to recognize a Negotiating Committee, comprised of three representatives to be elected or appointed from amongst the employees in the Bargaining Unit, for the purpose of negotiating the renewal of this Agreement. Two of such employees, as designated by the Union, shall not lose their regular earnings for time spent during their regularly scheduled working hours in negotiating meetings with the Employer up to the point that an application for conciliation is made. The third employee shall be granted an unpaid leave of absence. The Employer shall not require any member of the Negotiating Committee to report to work on any day of negotiating meetings with the Employer.

The Employer shall provide up to six hundred dollars (\$600.00) for the purpose of the third employee's lost wages during negotiations.

- b) At the written request of the Union, made at least fourteen days in advance, leaves of absence without pay for one day shall be granted to the Negotiating Committee for the purpose of preparing for negotiations.

7.07 Health & Safety Committee:

The parties shall maintain a joint Health and Safety Committee comprised of three employees selected by the Union for a period of two years and three members selected by the Employer. Such Committee shall exercise the duties, responsibilities, prerogatives, and functions of any joint committee required by the *Occupational Health and Safety Act*. The Employer will pay for up to two certified Union Representatives.

The Employer shall pay for CPR, First Aid and CPI training.

7.08 Violence in the Workplace:

The parties recognize the potential for violence in the workplace and therefore will make every reasonable effort to identify all potential sources of violence to eliminate or minimize these risks. Therefore, the parties agree to abide by the Employer's Violence in the Workplace policy. Yearly, the Joint Health and Safety Committee will review the policy and put forth any recommendations.

7.09 Bullying/Psychological Harassment:

The Employer shall make reasonable provisions to ensure that employees have the right to be free from bullying/psychological harassment. The Employer and the Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment.

7.10 Orientation for New Members:

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen minutes. The employee will be given a copy of the Collective Agreement. The Employer shall notify the Union Steward of new employees. Union orientation of new employees shall not result in any premium payment for the Union Steward.

**ARTICLE 8 – GRIEVANCE PROCEDURE**

8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the application, interpretation, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

8.02 Grievance Procedure:

It is the mutual desire of the parties hereto that complaints of employees shall be rectified as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate Supervisor the opportunity of rectifying her complaint. Such complaint shall be discussed with her immediate Supervisor within seven calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken

up as a grievance within seven calendar days of the discussion in the following manner and sequence:

STEP NO. 1:

The employee, who may be accompanied by a Steward if the employee wishes, may submit a written grievance signed by the employee to her immediate Supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The immediate Supervisor will deliver her decision in writing within seven calendar days following the day on which the grievance was presented to his/her immediate Supervisor. Failing settlement, then;

STEP NO. 2:

Within seven calendar days following the decision under Step No. 1, the employee may submit the written grievance to the Executive Director or designate. A meeting will be held between the Executive Director or designate, the grievor, and the grievor's Steward within seven calendar days, or such other time as may be mutually agreeable. It is agreed that a Staff Representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as may be desired at such meeting. The decision of the Executive Director shall be delivered within fourteen calendar days of the meeting.

Where an employee's immediate Supervisor is the Executive Director, Step No. 1 may be bypassed.

8.03

Policy Grievance:

- a) A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step No. 1. The Union may file a policy grievance at Step No. 2 of the Grievance Procedure. Such policy grievance shall be filed in writing within twenty-one calendar days of the initial incident giving rise to the complaint. The grievance must be signed by an authorized representative of OPSEU.

b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step No. 2 of the Grievance Procedure. The grievance shall be filed in writing with the Union by the Executive Director or designate within fourteen calendar days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven calendar days of the filing of the grievance. The grievance shall be answered in writing by the Union within fourteen calendar days of such meeting.

8.04 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

8.05 Agreements arrived at between the Employer, the employee and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employees concerned.

8.06 Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within fourteen calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

8.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

8.08 Personnel Records:

a) Removal of Discipline:

All warnings and disciplinary notations shall be removed from an employee's personnel file after twelve months, except in the case of discipline for client abuse for which the period shall be twenty-four months, from the date of the discipline provided the employee has been discipline free for the period.

b) Review of Personnel File:

Upon written request, an employee shall have access to the employee's personnel file in the presence of the employee's immediate Supervisor for the purpose of reviewing any

performance appraisals or formal discipline contained therein. An employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the employee's permanent record. However, such reply shall not have the effect of diminishing any disciplinary action taken.

## **ARTICLE 9 – ARBITRATION PROCEDURE**

- 9.01 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 8.06 above, and at the same time appoint its nominee to the Arbitration Board. Within fourteen calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.
- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto; and the decision of the majority or, where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto and the employee(s) concerned.
- 9.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.
- 9.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

9.08 By mutual agreement the parties may elect to have a single arbitrator hear the matter in dispute instead of a three-person board. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement within thirty days or such time as agreed by the parties clause 9.01 shall be followed. The single arbitrator shall be bound by all clauses of Article 9 in the same manner as a Board of Arbitration with the necessary changes being made.

#### **ARTICLE 10 – DISCHARGE OF GRIEVANCE**

10.01 The termination of a probationary employee shall not be the subject of a grievance or arbitration, subject to the standard set out in Article 11.03 c). A claim by an employee who has completed her probationary period that she has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director, or his designate, at Step No. 2 within seven calendar days following the date on which notice of the discharge or suspension was issued.

A Board of Arbitration may resolve such grievance by:

- a) confirming the management's action in dismissing or suspending the employee; or,
- b) reinstating the employee with full, partial or no compensation for time lost, and benefits and credits; or,
- c) any other arrangement which is just and equitable in the circumstances.

#### **ARTICLE 11 – SENIORITY**

11.01 Seniority shall mean length of continuous service with the Employer since date of hire, and shall be applied as set out below. Seniority shall operate on a bargaining unit wide basis, subject to the terms of this Agreement.

11.02

Seniority Lists:

- a) There shall be separate seniority lists for full-time and part-time employees covered by this Agreement who have completed their probationary period. A copy of each seniority list shall be posted in January and July of each year, on all bulletin boards. A copy shall be sent to the Union at the same time.
- b) Seniority for full-time employees shall be expressed as a date of hire, as adjusted by the provisions of this Collective Agreement. Seniority for part-time employees shall be expressed as hours worked by the employee. Where two or more full-time employees commence work on the same day, preference shall be in accordance with the employees' dates of application.
- c) An employee, who is transferred from full-time to part-time, or vice-versa, shall transfer her seniority from one list to the other on the basis of two thousand and eighty hours for one year.

11.03

Probationary Period:

- a) Newly hired full-time employees shall be considered to be on probation for a period of three months worked from date of hire. Newly hired part-time employees shall be considered to be on probation for a period of one thousand and forty hours worked from date of hire.
- b) An employee will have no seniority rights during her probationary period. Upon successful completion of the probationary period, the employee shall receive seniority credit of hours worked to her date of hire.
- c) The termination of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance or arbitration process unless the probationary employee is terminated for:
  - i) reasons which are arbitrary, discriminatory, or in bad faith;
  - ii) exercising a right under this Agreement.

A claim by a probationary employee that she has been terminated contrary to this clause shall be treated as a grievance provided a written statement of such grievance is lodged by the employee with the Executive Director at Step No. 2 within seven calendar days after the date that termination is effected.

- d) By mutual consent of the Employer and the employee such probationary period may be extended for reasons based on performance and ability to do the job including skills, suitability, availability, conduct and ability to work harmoniously with others. Any extension agreed to will be in writing and will specify the length of extension.

11.04 Seniority shall be lost and an employee shall be deemed to be terminated under the following circumstances:

- a) where the employee resigns;
- b) where the employee is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) where the employee has been laid off for a period of twelve months;
- d) where the employee is absent from scheduled work for three consecutive days without notification or just cause satisfactory to the Executive Director;
- e) has been laid off and fails to report her intention to return to work within five calendar days from the date of notification by registered mail at the last address on the files of the Employer, or fails to report for work within three calendar days thereafter, unless she has a reason satisfactory to the Executive Director. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer fourteen calendar days' notice of termination in order to accept the recall. The fourteen days shall commence on the next business day of the current employer and will be communicated to the Employer;
- f) where an employee accepts other employment during any leave of absence, or uses a leave of absence for a purpose other than that for which the leave was granted.

11.05

Job Posting:

- a) Where a vacancy of a permanent nature occurs in a classification in the Bargaining Unit, or a new position is created which falls within the Bargaining Unit, such vacancy shall be posted on all bulletin boards for a period of seven consecutive calendar days. Employees may apply for the position during the posting period. The Employer will proceed to hold the interviews within fourteen calendar days, from the closing date of the posted position.

The notice of vacancy shall contain the following information: nature of position, program, qualifications, required knowledge and education, skills, shift, hours of work, wage rate. Such qualifications shall not be established in an arbitrary or discriminatory manner.

- b) Applications from employees in the Bargaining Unit shall be considered by the Employer before considering applicants from outside the Bargaining Unit.
- c) Employees must submit a written application, including an up-to-date resume within the period indicated on the posting.
- d) Employee shall be selected for positions under Article 11.05 a) on the basis of their skill ability, experience and qualifications. Where these factors are equal amongst the employees considered, seniority shall govern, providing that the successful applicant is qualified to perform the available work. Where seniority is a determining factor, there shall be no distinction between full-time and part-time employees.
- e) The successful and unsuccessful applicants shall be notified as soon as possible after the end of the selection process. Notice of the name of the successful applicant shall be placed on the bulletin boards. Upon request, the Employer shall provide unsuccessful applicants with the reasons for which they were not selected.
- f) The successful applicant shall be placed on trial for a period of three months. Conditional on the satisfactory service, the employee shall be declared permanent in the position after the completion of the trial period or probationary period. Where it is determined by the Employer or the employee that the successful applicant is not suitable for the job during the trial period, she shall be returned to her former position and

salary level without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary level without loss of seniority.

*NB. The French Language Service policy will be brought to the board for review on the first regular board meeting following ratification*

11.06

Layoff and Recall:

a) Layoff:

A layoff is defined as a permanent reduction in the work force or a permanent reduction in the regular hours of a position as defined in this Agreement.

b) The Employer shall provide the Union and the employees concerned with the notice of layoff in accordance with the *Employment Standard Act* or a minimum of thirty calendar days, whichever is of greater benefit to the employees concerned. The Employer agrees to meet with the Union during this time period, if requested, to discuss reasons for layoff.

c) The above clause shall not be applicable in cases of emergency such as fire, flood or other situations over which the Employer has no control including lack of notice of funding cut back.

d) In order of seniority, surplus employees shall have the right to displace junior employees within the Association in the following manner and sequence:

(i) the most senior full-time employee shall displace a junior full-time employee within their classification; failing no junior employee within the same classification the surplus employee may choose to voluntarily demote themselves and displace a junior full-time employee within a lower classification;

(ii) where there are no junior full-time employees to displace, the surplus employee shall displace a junior regular part-time employee within the Association and, failing that;

- (iii) where there are no junior regular part-time employees to displace, the surplus employee shall displace a junior casual employee within the Association;
  - (iv) the most senior part-time employee shall displace the most junior part-time employee within their classification: failing no junior employee within the same classification the surplus employee may choose to voluntarily demote themselves and displace the most junior part-time or a casual employee within a lower classification.
- e) Subject to the foregoing, probationary employees and students shall be first laid off.
  - f) In the event the Association merges or amalgamates with another agency or Board, the Association will make every effort not to lay off the present and existing employees. Notwithstanding the foregoing, in the event that layoff is deemed necessary, the applicable provisions of the Collective Agreement shall apply.
  - g) Recall:  
  
Employees, who accept the layoff, shall be placed on a recall list for twelve months. Employees shall be recalled in the order of seniority unless otherwise agreed to between the Employer and the Union.

11.07 Transfer Outside Bargaining Unit:

No employee shall be transferred to a temporary position outside the Bargaining Unit without her consent. If an employee is transferred to a temporary position outside the Bargaining Unit, she shall retain her seniority and all other rights as a bargaining unit member.

11.08 Special Leave:

- a) The Employer shall provide Emergency Leave in accordance with the *Employment Standards Act*.
- b) The Employer shall grant family medical leaves in accordance with the *Employment Standards Act*.

## ARTICLE 12 – LEAVES OF ABSENCE

### 12.01 a) Personal Leave of Absence:

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Executive Director or designate. Such requests are to be submitted as far in advance as possible and a written reply will be given within fourteen days, except in cases of emergency, in which case a reply will be given as soon as possible. Permission for such leave shall not be unreasonably withheld.

### b) Leave Without Pay:

A Leave Without Pay shall be defined as an unpaid request for time off to a maximum of five days per year, made directly to the immediate Supervisor. Requests made for time off pertaining to personal issues/mitigating/emergency situations shall not be included under a leave without pay. A leave without pay is usually a request for one to two days at a time. Permission to take a leave without pay to a maximum of five days will not be unreasonably withheld.

### 12.02 Pregnancy/Parental Leave:

a) Pregnancy/Parental Leave shall be provided pursuant to the *Employment Standards Act*.

b) As a result of a medical recommendation from an employee's physician, the Employer may request an employee to commence a maternity leave at such time as she cannot perform the duties of her position due to her pregnancy, without reasonable accommodation in the employee's job requiring no additional cost to the Employer. Such time off under this clause shall be in addition to the leave granted under paragraph a).

### 12.03 Bereavement Leave:

a) A full-time employee who notifies the Employer as soon as possible following bereavement shall be granted consecutive working days off without loss of the employee's regular pay for the employee's regularly scheduled hours on the following basis:

- i) parent, step-parent, sibling, child, step-child, grandchild, spouse, spouse's or common-law partner: five days
  - ii) spouse's parent, spouse's sibling, spouse's grandchild, grandparent, spouse's grandparent: three days
  - iii) aunt, uncle, niece, nephew: one day
  - iv) where travel is required for a funeral for any of the above over six hundred kilometres from Iroquois Falls, an additional two days leave will be granted
  - v) the employee may request to reserve one day for the interment scheduled for a later date.
- b) A part-time or casual employee who notifies the Employer as soon as possible following a death in the employee's immediate family shall be granted a leave of up to five consecutive calendar days without loss of the employee's regular pay from the employee's regularly scheduled hours, "immediate family" shall mean spouse, common-law partner or child.
- i) subject to the foregoing requirements, an employee shall be granted a leave of up to three consecutive calendar days for parent, step-parent, sibling, spouse's parent, spouse's sibling, grandparent, spouse's grandparent or grandchild
  - ii) subject to the foregoing requirements, an employee shall be granted a leave of one day for aunt, uncle, niece or nephew
  - iii) where travel over six hundred kilometers from Iroquois Falls is required for a funeral for any of the above, an additional two days leave without pay will be granted iv) the employee may request to reserve one day for the interment scheduled for a later date.

12.04

Jury Duty and Witness Leave:

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party in connection with a case arising from the

employee's duties at the Home, the employee shall not lose her regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that she will be required to attend court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received, excluding mileage, traveling and meal allowances and an official receipt where available.

Should the employee present himself as a juror and be excused the employee is required to return to the Employer's premises and to complete her remaining normal scheduled day.

#### 12.05

##### Union Leave:

- a) The Employer, upon two weeks' written notice from the Union, shall grant a leave of absence without pay to up to two employees appointed by the Union to attend Union functions for an aggregate of twenty person days in a calendar year, providing the granting of such leave does not unduly interfere with the efficient operations of the Employer. Such leave shall not be unreasonably withheld.
- b) Where an employee is elected or appointed as an Executive Board member or Executive Officer of OPSEU, such employee shall be granted a leave of absence without pay and benefits to exercise the duties of such appointment, provided that the employee gives the Employer at least four weeks' written notice, and such leave shall be restricted to one employee at any one time.
- c) During the leaves of absence outlined in Article 12.05 a) and b), the employee's salary and applicable benefits shall be maintained by the Employer, the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- d) When an employee is elected as the Union's Provincial President or First Vice-President/Treasurer, the Union shall, immediately following such election, advise the Employer of the name of the employee so elected. A leave of absence without pay shall be granted for the duration of the current

term of office. An employee so elected shall continue to accrue seniority only during such leave, and shall have an option to continue the employee's share of pension contributions, if any. For all other purposes, the person so elected shall be considered an employee of OPSEU during the term of office.

12.06 Effect of Absence:

It is understood that during any absence without pay from the Employer not exceeding thirty calendar days, both seniority and service will accrue as provided under this Collective Agreement. During such an absence exceeding thirty calendar days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of all subsidized employee benefits in which the employee chooses to participate for the period of absence.

12.07 Educational Leave:

A regular employee may be granted a leave of absence without pay to a maximum of twelve months for educational reasons relevant to both the employee's position and the Employer's needs for a period of time consistent with the reason for which the request is.

Any employee granted such leave shall be entitled to continue their benefits provided that they pay the full premiums of their benefits for the entire length of their leave.

Further, the employee shall be required to maintain their employment for a minimum of one year or the equivalent of the length of their approved leave following their return to work.

12.08 French Language Training:

The Employer shall make available each year an allotment of two thousand five hundred dollars (\$2,500.00) to support the costs of books and tuition for the purpose of taking an approved educational course in French Language Training. Employees may submit cost up to a maximum of five hundred dollars (\$500.00) per year, to the Employer upon providing proof of successful completion. This opportunity is open to all employees based on seniority.

## ARTICLE 13 – HOURS OF WORK AND OVERTIME

### 13.01 Hours of Work:

The following provisions are intended to designate normal hours of work on a daily shift and normal hours of work over the working schedule as determined by the Employer and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

- a) for full-time employees, the normal hours of work over the schedule determined by the Employer shall average up to forty hours per week; and,
- b) employees shall be entitled to a fifteen minute rest period during each four hour period in a shift, subject to the exigencies of program and individuals supported.

#### c) Notice of Shift Change:

The Employer agrees that where major changes in shift schedules (including new shift schedules) are to be implemented, notice will be provided in writing to the Union. Following the notice, both parties will meet to discuss such changes and hear any representations by the Union, provided such representations are made promptly and will attempt, in any such case, to give as much notice as reasonably possible.

### 13.02 Overtime:

- a)
  - i) Where a full-time employee is directed by her Supervisor to work in excess of her normally scheduled hours, she shall receive, at her option, compensating time off or pay at her regular straight time hourly rate on the basis of one hour for each such hour worked, subject to ii) below.
  - ii) Where an employee is directed to work in excess of eighty hours in a pay period, such employee shall receive, at her option, compensating time off or pay at one and one-half times (1.5) her regular straight time hourly rate for each such hour worked.
- b) All overtime must be approved in advance by the Supervisor before it is worked.

- c) Such compensating time off shall be taken within six months of when it is worked, at a time mutually agreed between the employee and her immediate Supervisor.
- d) Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.
- e) It is further agreed that any employee directed by their Supervisor to stay fifteen minutes or more at the end of their shift by the Employer shall be compensated accordingly.
- f) Night Shift Premium:

Employees assigned to the midnight shift at the group homes shall receive a shift premium of fifty cents (\$0.50) per hour for all awake hours between 9:00 p.m. and 7:00 a.m.

Employees scheduled and who work the awake night shifts 9:00 p.m. to 7:00 a.m. at Anson and/or Spruce Street residences, shall receive the shift premium at fifty cents (\$0.50) per hour for all ten hours of the scheduled shift.

13.03 Employees who, at the request of the Employer, accompany clients on out of town trips will be granted compensating time off for any hours in excess of eight and up to a maximum of sixteen in any given day.

Employees who at the request of the Employer and directed by the Supervisor accompany clients on medical trips will be granted compensating time off for all hours while in the care and control of clients in any given day.

13.04 Employees attending training seminars or meetings at the request of the Employer shall not be granted consideration for overtime.

13.05 Sleep shift position shall be paid at the regular part-time rate when required to be awake. The full-time sleep shift position will be entitled to shift premium for awake hours only.

13.06 Hours of Work and Overtime:

Any employee required to cover a shift to replace any employee shall be paid a minimum of four hours.

Exceptions:

- ERC meetings
- Health & Safety meetings
- Time owing requests made by staff
- Natural disasters

Exclusions:

- Staff meetings (as a participant)
- Planning meetings (as a participant)
- Training (as a participant)

The Employer will make every effort to combine training events/opportunities to equal four hours or more.

Employees will be expected to remain for the full four hours and accept other duties as assigned.

Time owing must be used in two hour increments if staff is required to be replaced.

## **ARTICLE 14 – DESIGNATED HOLIDAYS**

14.01 The following shall be designated holidays:

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

In the event that the Provincial Government proclaims a holiday other than those listed above during the term of this Agreement, such holiday will be additional to the above mentioned holidays.

14.02 Pay for Work on a Designated Holiday:

An employee required to work on one of the holidays listed in Article 14.01 shall be paid at time and one-half (1.5) her regular straight time hourly rate of pay for all hours so worked.

14.03 Entitlement to Designated Holiday Off with Pay:

- a) Subject to Article 14.04 below, a full-time employee shall be entitled to receive a designated holiday off with pay in the

amount of her regular straight time earnings provided she works her scheduled work day on each of the scheduled working days immediately preceding and following the holiday, unless the employee is absent due to vacation, or absent due to a legitimate illness which commenced within the seven calendar days immediately prior to the date of the holiday.

- b) The amount of holiday pay to which a part-time or casual employee is entitled is, all of the regular wages, plus all of the vacation pay which is payable to the employee in the four weeks ending just before the work week with the public holiday, divided by twenty as per the *Employment Standards Act 2006* and as amended.

14.04 Lieu Day Off for Work on a Holiday:

Where the Employer requires a full-time employee to work on a designated holiday and she does, such employee shall receive another day off with pay in lieu of the holiday, provided she meets the requirements of Article 14.03.

Where a part-time employee has earned a full day holiday, she will have the option to bank it. Should the part-time employee earn less than a full day, the amount will be paid out on the corresponding pay day.

14.05 Designated Holiday Occurring During Vacation or Day Off:

Where any of the above designated holidays occur during a full-time employee's vacation or on a regularly scheduled day off, the employee shall receive another day off with pay at a mutually agreeable date after the holiday.

14.06 Lieu Day Scheduling:

Where an employee becomes entitled to a lieu day under Article 14.04 or 14.05, such lieu day shall be taken at a time mutually agreed between the employee and her immediate Supervisor. Failing agreement, such time off may be taken in conjunction with the employee's vacation, if requested two weeks in advance and in no case shall accumulated lieu days be carried forward past March 31<sup>st</sup> in any year.

14.07 All part-time employees shall be credited with one floater every January 1<sup>st</sup> upon completion of probation. All full-time employees shall be credited with one floater every January 1<sup>st</sup>. Floater days

shall be taken off at a time mutually agreed upon by the employee and Supervisor. Floater days must be used in the year that they are credited.

14.08 Any full-time employee scheduled to work on Remembrance Day shall be granted the day off with no loss in pay.

14.09 Lieu Day Scheduling – Part-Time Employees:

A part-time employee shall be entitled to two days off with pay and no loss of credits for the purpose of using a personal day.

14.10 Lieu Day Scheduling – Full-Time Employees:

A full-time employee shall have her birthday off with no loss of credits. If her birthday falls on a regularly scheduled day off, she will be entitled to another day off with pay, either the day before or the day after her birthday.

14.11 In addition to sick leave, a full-time employee shall be entitled two (2) days per year off with pay and no loss of credits for the purpose of using a personal day.

## **ARTICLE 15 – VACATIONS**

15.01 Full-Time Vacation Entitlement:

For the purpose of vacation for full-time employees' entitlement and scheduling, December 31<sup>st</sup> of each year shall be used.

On December 31<sup>st</sup> of each year, full-time employees shall receive vacation credits for each completed month of work according to the following schedule:

- a) Employees who have completed less than four years of full-time continuous service with the Employer shall be entitled to vacation on the basis of 1.25 days with pay at their current rate.
- b) Employees who have completed four years or more of full-time continuous service with the Employer shall be entitled to a vacation on the basis of 1.667 days with pay at their current rate.

- c) Employees who have completed ten years or more of full-time continuous service with the Employer shall be entitled to vacation on the basis of 2.083 days with pay at their current rate.
- d) Employees who have completed fifteen years or more of full-time continuous service with the Employer shall be entitled to vacation on the basis of 2.50 days with pay at their current rate.
- e) Employees who have completed twenty years or more of full-time continuous service with the Employer shall be entitled to vacation on the basis of 2.917 days with pay at their current rate.

During any year in which an employee becomes eligible for increased vacation entitlement, she shall commence accumulation of the increased entitlement during the month of his eligibility date.

For full-time employees who are regularly scheduled to work less than eighty hours in a pay period, vacation entitlement will be prorated on the basis of eighty hours bi-weekly.

15.02 Part-Time Vacation Pay:

- a) Part-time employees shall be entitled to vacation pay in the amount of six percent (6%) of their basic hourly rate, payable in each pay period. After twelve thousand hours part-time employees shall be entitled to vacation pay in the amount of eight percent (8%) of their basic hourly rate, payable in each pay period.
- b) A part-time employee shall receive five percent (5%) of their regular straight time hourly rate for each hour worked, in lieu of any and all additional fringe and monetary benefits, excluding vacation pay.

15.03 Vacation Scheduling:

The Employer shall endeavour to accommodate the wishes of employees with respect to vacation scheduling requests subject to the service needs of the Employer. The Employer shall post a vacation request sheet by 1<sup>st</sup> March in each year. Employees shall make their vacation requests prior to 31<sup>st</sup> March. In the case of conflicting vacation requests, seniority shall govern, provided

however, that an employee may exercise such seniority only once in a calendar year during the initial posting. The Employer shall then post a finalized vacation schedule by 30<sup>th</sup> April. Requests for vacation received after 31<sup>st</sup> March will be granted on the basis of first come, first served.

- 15.04 An employee who resigns her employment with less than two weeks' notice shall be entitled only to the vacation provided in the *Employment Standards Act*. Employees shall be entitled to receive their full vacation entitlement in the year in which they retire.
- 15.05 Full-time employees shall be entitled to carry over no more than seven days of vacation past December 31<sup>st</sup> of any year.
- 15.06 By May 15<sup>th</sup> of each year, a request for volunteer to work Christmas Eve, Christmas Day, New Year's Eve and New Year's Day will be issued. If enough qualified volunteers are not available the Employer will schedule the positions in reverse order of seniority for either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day. Regularly scheduled employees will be given preference.

## **ARTICLE 16 – HEALTH AND WELFARE BENEFITS**

- 16.01 The Employer shall contribute towards the premium coverage of full-time participating eligible employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements:
- a) The Employer agrees to contribute one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for the Extended Health Care Benefits of which shall include vision care entitlements to a maximum of three hundred dollars (\$300.00) every two years as provided under the Employer's Group Insurance Plan.
  - b) The Employer agrees to contribute one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for the Dental Basic and Routine which shall be reimbursed at eighty percent (80%) for a maximum of one thousand two hundred dollars (\$1200.00) per person per calendar year.

- c) The Employer agrees to contribute one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for a life insurance plan providing two times salary and two times salary for accidental death.
- d) The Employer agrees to contribute one hundred percent (100%) of the billed premium toward coverage of eligible employees in the active employ of the Employer for a long term disability plan providing a one hundred and eighty day elimination period, sixty-six and two-thirds percent (66 2/3%) of salary, two year "own occupation" benefit as provided under the Employer's Group Insurance Plan.

16.02 All claims for benefits under the Insurance Plans set out above, shall be made in accordance with the master contract with the particular carrier for the specified benefit. The Employer agrees to provide the Union with one copy of each master contract upon request.

16.03 It is understood that the Employer may at any time substitute another carrier for any Insurance Plan provided the benefits conferred thereby are not in total decreased. Before making such substitution, the Employer shall notify the Union to explain the proposed change. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for, and in effect for employees covered herein.

16.04 Sick Credit Accumulation Bank:

- a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each full-time employee in the active employ of the Employer. Such employees shall be entitled to sick credits at the rate of one day per completed month of full-time work to a maximum of twelve days per year and shall receive such credits effective January 1<sup>st</sup> of each year. Credits may be accumulated from year to year to a maximum of forty-five days.
- b) Where a full-time employee is absent from work due to legitimate illness, she shall not lose her regular straight time earnings from her regularly scheduled hours but shall draw from her Sick Credit Accumulation Bank to the extent of her credits in the Bank.

- c) An employee shall be required to submit a physician's certificate with respect to any period of time that the employee is absent due to illness for more than three days. It is understood that the Employer may request doctor's certificates from employees to cover any absence due to illness, where the circumstances and pattern of the absences so warrant.
- d) A full-time employee shall be entitled to use up to three days of their sick credits for the purpose of booking a personal day.
- e) Employees shall not call in sick to work for another employer.

## **ARTICLE 17 – WAGES**

17.01 The Employer shall pay the wage rates set out in Appendix "A".

17.02 Kilometrage Allowance:

All employees shall receive a kilometrage allowance of fifty cents (\$0.50) per kilometre travelled in the course of duties. The Employer will work with employees in the SIL and SEP to set up a workable tracking system.

Employees in the SIL and SEP programs are required to have regular access to a vehicle and have Business Insurance Coverage. Premium costs for staff required to have Business Insurance Coverage will be reimbursed by the Employer. Staff must submit proof of insurance and payment to the Administration Office. Staff leaving either of the above programs must cancel their premium for Business Insurance and reimburse the dollars received back to the Employer from the time they left the position.

17.03 Clothing Allowance:

Employees who in the course of their duties are required to swim in a pool with individuals supported, shall receive one dollar (\$1.00), for each day they are required to enter the pool. The accumulation for each staff will be paid out on a monthly basis. The Supervisor will be responsible to submit the amount earned for each staff to the Administration office. The monies will be included in staff regular payroll.

The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury

and unhealthy conditions are provided and maintained at no cost to the employee.

17.04 RRSP for Full-Time Employees:

On February 1<sup>st</sup> of each year, employees shall receive six hundred dollars (\$600.00) deposited by the Employer into an RRSP of the employee's choice.

The Employer shall provide all employees with an investment seminar prior to February 1<sup>st</sup> of each year when ten or more full or part-time employees express an interest.

17.05 RRSP for Part-Time Employees:

On February 1<sup>st</sup> of each year, employees shall receive two hundred dollars (\$200.00) deposited by the Employer into an RRSP of the employee's choice.

The Employer shall provide all employees with an investment seminar prior to February 1<sup>st</sup> of each year when ten or more full or part-time employees express an interest.

**ARTICLE 18 – MISCELLANEOUS**

18.01 Gender:

Whenever the feminine is used in the Agreement, it includes the masculine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

18.02 Bulletin Board:

The Employer agrees to provide a bulletin board in each of the three work locations for the purpose of posting union notices. Such notices will be signed and posted by officers of the Union only and will be in keeping with the spirit and intent of this Agreement.

18.03 Printing Contract:

The Employer will pay one half of the cost of reproducing the Collective Agreement for employees and the Employer.

**ARTICLE 19 – DURATION**

- 19.01 This Agreement shall continue in effect until March 31<sup>st</sup>, 2023 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 19.02 Notice that amendments are required or that either party desire to terminate this Agreement may only be given within a period of ninety days prior to the expiration date of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.
- 19.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty days after the giving of notice, if requested to do so.

Dated at Iroquois Falls, Ontario, this 23 day of March, 2022

For the Employer

Jackie Bruno  
Bruno  
Sandra Cassese  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

[Signature]  
[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING IROQUOIS FALLS  
(hereinafter called "the Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter call "the Union')

AND ITS' LOCAL 664

**RE: DISTRIBUTION OF PART-TIME CALL-IN SHIFTS**

The parties agree that within thirty days of ratification, they will form a committee that will develop guidelines allowing for part-time call-ins between Spruce Street and Anson Drive group homes.

The committee shall consist of two employer representatives appointed by the Employer and two union representatives appointed by the Union.

The CEO and the OPSEU Staff Representative will review and approve such guidelines, prior to the implementation of them.

The parties agree to review this process in six months from date of implementation, and make recommendations.

Dated at Iroquois Falls, Ontario, this 23 day of March, 2022

For the Employer

Jackie Irwin  
W. Blundell  
Sharon Cassie  
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\_\_\_\_\_  
\_\_\_\_\_

For the Union

[Signature]  
[Signature]  
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LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING IROQUOIS FALLS  
(hereinafter called "the Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter call "the Union")

AND ITS' LOCAL 664

**RE: REPLACEMENTS FOR FULL-TIME POSITIONS (DETERMINED  
AND UNDETERMINED)**

The parties agree that the following procedure shall be used in filling temporary full-time positions:

1. The Executive Director shall notify all bargaining unit members of any upcoming vacancies. Where the Employer specifically seeks to recruit a staff for a French Language Service designated position, the successful candidate must meet the proficiency requirements of the Employer. The requirement of a French Language Service position will be stated on the notification going out to staff. The notice will be posted in both French and English as per the policy of the Employer.
2. All interested applicants will submit a formal letter expressing their interest in the position to the responsible Supervisor.
3. The most senior applicant shall be awarded the position provided that they have the skills, ability and experience to do the job.
4. The successful applicant will not be eligible for another full-time temporary position until one year has passed from the last day worked since that placement.
5. An applicant who already has completed a full-time temporary position will only be considered for a secondary position within one year if she is the only applicant interested.

6. Where an employee elects to return to her home position prior to the agreed expiration date of an assignment or during the trial period, the employee who has been placed in the original employee's position as a temporary assignment shall not be penalized by having to wait for a year to apply for another temporary position.
7. The trial period provided in Article 11.05 shall apply in the case of temporary positions.
8. On expiration of the temporary posting, the employee shall return to her former position with no loss of entitlements to increments etc.
9. Where an employee is permanently transferred or temporarily transferred in accordance with Article 11.05 to a higher rated job classification within the Bargaining Unit, she shall receive not less than the rate that she was receiving at the time of the transfer or the start rate of the job into which she is being transferred, whichever is higher, and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".
10. A part-time employee for the first three months in the full-time temporary position will receive the start rate for that position as well as eleven percent (11%) in lieu of vacation and benefits. After successfully completing three full months in the temporary position a part-time employee may waive the eleven percent (11%) payment and begin to accrue vacation at one and one quarter days per month and sick time at one day per month OR accrue vacation at one and one quarter days per month and five percent (5%) in lieu of benefits. Such time will be credited at the end of each completed month.

Dated at Iroquois Falls, Ontario, this 23 day of March, 2022

For the Employer

Jackie Irmi  
Beardo  
Spencer Cassese  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For the Union

[Signature]  
[Signature]  
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LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING IROQUOIS FALLS  
(hereinafter called "the Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter call "the Union")

AND ITS' LOCAL 664

**RE: REPLACEMENTS FOR PART-TIME POSITIONS (DETERMINED AND UNDETERMINED)**

The parties agree that the following procedure shall be used in filling temporary part-time positions:

1. The Executive Director shall notify all bargaining unit members of any upcoming vacancies. Where the Employer specifically seeks to recruit a staff for a French Language Service designated position, the successful candidate must meet the proficiency requirements of the Employer. The requirement of a French Language Service position will be stated on the notification going out to staff. The notice will be posted in both French and English as per the policy of the Employer.
2. All interested applicants will submit a formal letter expressing their interest in the position to the responsible Supervisor.
3. The most senior applicant shall be awarded the position provided that they have the skills, ability and experience to do the job.
4. The successful applicant will not be eligible for another part-time temporary position until one year has passed from the last day worked since the placement.
5. Where an employee elects to return to her home position prior to the agreed expiration date of an assignment or during the trial period, the employee who has been placed in the original employee's position as a temporary assignment shall not be penalized by having to wait for a year to apply for another temporary position.

6. The trial period provided in Article 11.05 shall apply in the case of temporary positions.
7. On expiration of the temporary posting, the employee shall return to her former position with no loss of entitlements to increments, etc.
8. Where an employee is permanently transferred or temporarily transferred in accordance with Article 11.05 to a higher rated job classification within the Bargaining Unit, she shall receive not less than the rate that she was receiving at the time of the transfer or the start rate of the job into which she is being transferred, whichever is higher, and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".
9. The Employer shall provide the Union with a list of all employees who have had part-time developmental opportunities (Temp Assignments) as of the date upon signing of this Agreement and every six months thereafter in January and July.

Dated at Iroquois Falls, Ontario, this 23 day of March, 2022

For the Employer

Jackie Lrime  
Beardo  
Sprovan Cassing  
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\_\_\_\_\_  
\_\_\_\_\_

For the Union

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[Signature]  
[Signature]  
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LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING IROQUOIS FALLS  
(hereinafter called "the Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter call "the Union")

AND ITS' LOCAL 664

**RE: SCHEDULING PROCEDURE FOR GROUP HOMES**

1. Schedule will be posted four weeks in advance. A six month master schedule will be kept at each location.
2. Changes can be requested during the first three weeks (i.e., shift exchanges, time owing, and statutory holidays). Open shifts will then be assigned to part-time employees in descending order of seniority.
3. One day absences may be requested seven days in advance. Block time of two days or more require two weeks' notice (Leaves of Absence, Statutory Holidays, etc.). Shifts will be assigned to part-time staff by Supervisor upon approval.
4. Emergency call-ins (i.e., sickness) will be handled by group home staff with the directive and approval made for each call-in by the Supervisor or delegate. There will be no negative repercussions or disciplinary action taken against any staff for innocent errors. The Supervisor will be responsible for staff replacement in dealing with requests for vacation, stats, and time owing.
5. Scheduling of vacation will be as per Collective Agreement for both full-time and part-time requests.
6. Employees are responsible to check the schedule for any additional assigned shifts by the 5<sup>th</sup> day after their last scheduled shift worked. Staff will only be contacted to accept offered shifts when there is less than five days' notice.
7. Part-time employees can request up to three weeks twenty-one days of unpaid vacation per calendar year at a time mutually agreed upon by

Supervisor and employee as per scheduling of vacation, re: Collective Agreement. Her schedule will reflect that she is not available. However it is understood and agreed that all shifts be staffed by qualified personnel. Should an instance arise in which no qualified employee can be found to fill an opening the lowest seniority qualified employee will be scheduled. Failure of an employee to accept the aforementioned assignment could lead to progressive discipline of that employee.

8. At the request of the Union, arrangements can be made for employees to have the option of having vacation pay credits accrued and either paid out annually or at the time vacation is taken.
9. A call-in list will be created to include full-time employees with less than eighty (80) hours. Call-ins will be offered to casual employees prior to calling in full-time employees (wage rate will be paid at the employee's current rate of pay).
10. An employee is responsible to communicate to her supervisor or delegate when being called in that her acceptance of a shift would make her bi-weekly hours in excess of eighty (80) hours.
11. This process will be reviewed after a three and a six month period and can be amended by mutual consent.
12. For the purpose of scheduling, a "Day" will be defined as a 24 hour period commencing at 11:00 p.m. and ending at 10:59 p.m.
13. Should an employee elect to use a "Leave Without Pay", the employee's schedule will reflect that she is not available. Should the employee be eligible for a call-in shift during the requested leave without pay, her count will be increased.
14. A yearly review of the full-time call-in list will take place in January of each year to determine new and/or ongoing interest and availability. A full-time employee can only have their name on the call-in list for one program.
15. Where shifts have been available and a casual relief employee has not accepted a shift throughout a four week period, a meeting will be arranged between the employee, a Union representative and the Supervisor to discuss. Should the employee continue to not accept available shifts for a two week period, seniority shall be lost and the employee shall be deemed to have abandoned her position. The preceding clause is subject to the grievance procedure. These periods of time can be waived by the CEO and employee and such request should not be unreasonably denied or withheld.

16. From time to time errors will be made in the scheduling process. When and if this happens, the affected employee will be offered the next available call-in shift. Should the offered shift be less hours than the shift the employee was previously entitled to, the affected employee's count will be decreased to reflect the difference.
17. Should an employee be eligible for a shift, which becomes available and they are called for the shift, their count will go up whether they are unavailable, refuse or accept the shift. Calls will be made such that a verifiable electronic record is generated. Upon request, proof will be provided within seven days.

Dated at Iroquois Falls, Ontario, this 23 day of March, 2022

For the Employer

Michael Lemi  
B. Audo  
Suzanne Cassier  
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For the Union

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LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING IROQUOIS FALLS  
(hereinafter called "the Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter call "the Union")

AND ITS' LOCAL 664

**RE: SCHEDULING PROCEDURE FOR ALL OTHER PROGRAMS**

1. Schedule will be posted four weeks in advance. A six month master schedule will be kept at each location.
2. Changes can be requested during the first three weeks (i.e., shift exchanges, time owing, and statutory holidays). Open shifts will then be assigned to part-time employees in descending order of seniority.
3. One day absences may be requested seven days in advance. Block time of two days or more require two weeks' notice (Leaves of Absence, Statutory Holidays, etc.). Shifts will be assigned to part-time staff by Supervisor upon approval.
4. On call and Supervisors would handle all call-ins.
5. Scheduling of vacation will be as per Collective Agreement for both full-time and part-time requests.
6. Within a four week rotation if an open shift is to be scheduled, the appropriate employee will be scheduled and notified of the schedule change. Staff will be contacted and offered shifts only when there is less than seven days' notice. Seven days to begin the day after the last shift worked.
7. Part-time employees can request up to three weeks twenty-one days of unpaid vacation per calendar year at a time mutually agreed upon by Supervisor and employee as per scheduling of vacation, re: Collective Agreement. Her schedule will reflect that she is not available. However it is understood and agreed that all shifts be staffed by qualified personnel.

Should an instance arise in which no qualified employee can be found to fill an opening the lowest seniority qualified employee will be scheduled. Failure of an employee to accept the aforementioned assignment could lead to progressive discipline of that employee.

8. At the request of the Union, arrangements can be made for employees to have the option of having vacation pay credits accrued and either paid out annually or at the time vacation is taken.
9. A call-in list will be created to include full-time employees with less than eighty (80) hours. Call-ins will be offered to casual employees prior to calling in full-time employees (wage rate will be paid at the employee's current rate of pay).
10. An employee is responsible to communicate to her supervisor or delegate when being called in that her acceptance of a shift would make her bi-weekly hours in excess of eighty (80) hours.
11. This process will be reviewed after a three and a six month period and can be amended by mutual consent.
12. For the purpose of scheduling, a "Day" will be defined as a twenty-four hour period commencing at 11:00 p.m. and ending at 10:59 p.m.
13. Should an employee elect to use a "Leave Without Pay", the employee's schedule will reflect that she is not available. Should the employee be eligible for a call-in shift during the requested leave without pay, her count will be increased.
14. A yearly review of the full-time call-in list will take place in January of each year to determine new and/or ongoing interest and availability. A full-time employee can only have their name on the call-in list for one program.
15. Where shifts have been available and a casual relief employee has not accepted a shift throughout a four week period, a meeting will be arranged between the employee, a Union representative and the Supervisor to discuss. Should the employee continue to not accept available shifts for a two week period, seniority shall be lost and the employee shall be deemed to have abandoned her position. The preceding clause is subject to the grievance procedure. These periods of time can be waived by the CEO and employee and such request should not be unreasonably denied or withheld.
16. Should an employee be eligible for a shift, which becomes available and they are called for the shift, their count will go up whether they are unavailable, refuse or accept the shift. Calls will be made such that a

verifiable electronic record is generated. Upon request, proof will be provided within seven days.

Dated at Iroquois Falls, Ontario, this 23 day of April, 2022

For the Employer

Jackie Dume  
Birudo  
Suzanne Corneil  
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For the Union

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LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING IROQUOIS FALLS  
(hereinafter called "the Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter call "the Union")

AND ITS LOCAL 664

**RE: WAGE ENHANCEMENTS**

The parties agree that this Memorandum of Agreement shall form part of the Collective Agreement.

1. In the event the Ministry of Community and Social Services (MCSS) provide the Employer additional funding which is targeted to address wages and/or benefits during the term of this Agreement, the Union and the Employer shall meet to discuss/negotiate the allocations of that funding.
2. No other changes to the Collective Agreement will be discussed or negotiated.

Dated at Iroquois Falls, Ontario, this 23 day of March, 2022

For the Employer

Jackie Irvine  
BePardo  
Francine Carriere  
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For the Union

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LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING IROQUOIS FALLS  
(hereinafter called "the Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter call "the Union')

AND ITS LOCAL 664

**RE: BILL 124 RE-OPENER**

The parties agree to the following;

That during the life of this contract-if Bill 124 – is found to be unconstitutional by the courts, or the legislation is either repealed or amended in such a way as to shorten the modernization period and/or allow for the one (1) percent restraint to be lifted prior to the expiry of this collective agreement; the COO will contact the Staff Representative (or vice versa), to meet within ninety (90) days of the decision to review if any further remedy/monies is available for employees impacted by this legislative restraints.

Dated at Iroquois Falls, Ontario, this 23 day of March, 2022

For the Employer

Jackie Brune  
BePardo  
Spencer  
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For the Union

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