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Collective Agreement

FILE No.	828-1273	
CERT. FILE		
CERT. DATE		
TOTAL EMPS	25	
EFF. DATE		
EXP. DATE		
CODING CONTROL	DATE	CODER
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between

Ontario Public Service Employees Union
on behalf of its Local 473

and

**Madawaska Valley Association
for Community Living**

DURATION: April 1, 2006 – March 31, 2008



Sector 2a
4-473-310-20080331-2a





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ARTICLE 1 - PURPOSE

- 1.01 Both parties to this Agreement recognize that the purpose of the Madawaska Valley Association for Community Living is to support individuals with developmental disabilities to live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively. It is the parties' mutual desire to ensure that the best interests of the people supported by the Association are served.
- 1.02 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide a process for the prompt and equitable disposition of grievances, efficient operation of the Employer, to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and that the services and supports provided by the Association are of the highest possible quality.

ARTICLE 2 - RECOGNITION AND DEFINITIONS

2.01 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees of Madawaska Valley Association for Community Living at Barry's Bay, save and except supervisors, persons above the rank of supervisor, office and clerical / administrative staff, students employed during school vacation periods, casual relief staff and persons employed pursuant to government grants of a non-recurring nature for a period of time not to exceed a one (1) year term.

2.02 Definitions

A full-time employee is one who works regularly-scheduled full-time shifts of forty (40) hours or more per week and whose term of appointment is indefinite.

- 2.03 A part-time employee is one who works regularly scheduled hours of less than forty (40) hours per week.

The Employer guarantees that the full-time employee complement at the time of entering into this Agreement will be continued for the life of this Agreement.

- 2.04 Part-time employees shall be covered by all articles of this Agreement except where an alternate provision abridges their coverage, or where specifically excluded from any provision.
- 2.05 Weekend support staff scheduled to work a fifty-seven and one-half (57½) hour shift once every two (2) week period, shall be considered part-time staff for all purposes of this Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 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 their activity or lack of activity in the Union.
- 3.02 The Employer and the Union agree that there shall be no discrimination against any employee because of their race, creed, colour, sex, marital status, sexual orientation, nationality, ancestry or place of origin.
- 3.03 The Employer and the Union agree that there will be no discrimination as defined in the *Human Rights Code* of Ontario, as amended.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees of the Association who are covered by this Agreement and who are on staff as of the date of ratification of this Agreement, may become and remain members of the Union in accordance with the Union's constitution.
- 4.02 All new employees of the Association who are covered by this Agreement and who are hired subsequent to the date of ratification of this Agreement, may become members of the Union in accordance with the Union's constitution.
- 4.03 Newly hired employees who are covered by this Agreement shall be advised by the Employer as to the name and address of the Union and the name of their Chief Steward and will be given a copy of the Collective Agreement.
- 4.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of Madawaska Valley Community Living Association for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the

meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

- 4.05 The Employer shall deduct from every employee in the Bargaining Unit monthly dues which shall be indicated in writing by the Union and remit same to the Director of Finance at the Union's Head Office in Toronto, no later than the 15th of the month following the month in which such dues were deducted. Such notice in writing to be provided one (1) pay period in advance of said deductions. Each check off of Union dues shall be accompanied by a list showing employees for who dues were deducted listed by Social Insurance Number and indicate starting dates of any new employees and termination dates, if any. The Employer will deduct the amount of dues as required from any retroactive payment of salary increase.

At the time when T-4 slips are supplied to employees, the amount of Union dues deducted for the period covered shall be shown on T-4 slips.

- 4.07 The Union shall indemnify and save the Employer harmless against any and all claims, demands, legal action and other forms of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.
- 4.08 The Employer agrees that work normally performed by bargaining unit members shall not be performed by employees outside of the bargaining unit beyond existing practice.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, promote, demote, lay off, suspend, classify, transfer, declare vacancies and to discipline or discharge any employee who has acquired seniority provided that an employee who has been discharged or otherwise disciplined without just cause, or improperly demoted or transferred, may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine the nature and kind of business conducted by Madawaska Valley Association for Community Living, the kinds of

locations of operations, equipment and material to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work and vacations, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof;

- (d) to make, enforce and alter from time to time reasonable rules, policies and regulations to be observed by employees;
- (e) determine the qualifications of employees, the number of employees required by the Employer at any one time, introduce new and improved methods, facilities and equipment, control the amount of supervision necessary, and increase or reduce personnel in any particular area.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 Employees shall have the right to the assistance of OPSEU representatives, with respect to the processing, settling and filing of grievances in the workplace as well as with respect to collective bargaining negotiations.
- 6.02 (a) The Employer agrees to recognize up to three (3) members of the bargaining unit as Stewards, one of which shall be known as the Union Steward, a Negotiating Committee which will consist of not more than three (3) employees, a Grievance Committee which will consist of the Stewards, and an Employer/Employee Relations Committee which will consist of not more than two (2) employees, one full-time and one part-time employee, and a joint Modified Work Committee with one (1) Union Representative on it.
- (b) Negotiating Committee
- The Employer will pay up to three (3) days off to each member of the Negotiating Committee to attend negotiations of the Collective Agreement and will pay up to one (1) day off to each member of the Negotiating Committee to attend conciliation of the Collective Agreement
- 6.03 For the purposes of this Article, the name and position of each of the Stewards/Committee members selected shall be given to the Employee in writing, and the Employer shall not be required to recognize any such Steward/Committee members until it has received such notification in writing. Members of the Grievance Committee and the Employer/Employee Relations Committee and the Modified Work

Committee shall be paid their regular rate of pay for time spent in attendance at such meetings.

- 6.04 Stewards/Committee members will be given reasonable time off during working hours with pay for the purpose of investigation, filing, processing and settlement of grievances. Such grant of time off during working hours shall not be unreasonably withheld. The Employer reserves the right to limit time spent in the investigation, filing, processing and settlement of grievances. Stewards/Committee members are not entitled to pay for time spent attending arbitration hearings or matters before the Ontario Labour Relations Board.
- 6.05 The privilege of Stewards/Committee members to leave their work without loss of basis pay for the purpose of investigation, filing, processing and settlement of grievances, is granted on the following conditions:
- (a) an employee shall not leave his regular duties in connection with the servicing of a grievance hereunder until he has first secured permission from the Program Supervisor/Manager or designate. Such permission shall not be reasonably withheld. The employee shall state his destination to the Program Supervisor/Manager or designate, and shall report again to the Program Supervisor/Manager or designate at the time of their return to work;
 - (b) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- 6.06 All subsequent committees organized by the Employer to facilitate on-going development of programs, including staff development, will include staff participation only where agreed upon by both parties, and attendance at such committee meetings shall be compensated for at the regular rate of pay or shall take place on program time.
- 6.07 Employer-Employee Relations Committee (E.E.R.C.)
- (a) It is the expressed intent of the parties to this Agreement that an Employer-Employee Relations Committee (E.E.R.C.) be established to consult on matters of general and mutual interest outside of the grievance process and collective bargaining. The Committee shall consist of two (2) representatives of the Employer and two (2) representatives of the employees, one being a full-time employee and the other a part-time employee.
 - (b) The Committee shall meet three (3) times per year, or as required, upon the mutual agreement of the parties. Agenda items may be advanced by any member of the Committee.

- (c) The Chairpersonship and the taking of minutes shall be rotated amongst the Committee members.
- (d) The Committee shall deal with matters of general and mutual interest, including services to the public, with the aim of preventing conditions which could lead to serious union-management problems.
- (e) The Committee shall not discuss matters that are currently the subject of grievances or partake in negotiations for the purpose of amending or renewing this Agreement. The Committee may, however, discuss the Collective Agreement and its application, working conditions and other matters affecting Labour Management Relations. The parties agree to circulate the EERC minutes to the respective principals.
- (f) Conduct of the parties at the Employer/Employee Relations Committee meetings shall not become the subject matter of any grievance, arbitration or complaint.
- (g) Committee members who attend E.E.R.C. meetings shall receive compensation or the meeting will take place on work time.
- (h) Any member of the Committee may invite outside assistance to attend a meeting.

6.08 It is understood and agreed that either party may be represented or assisted by an outside representative at any Grievance or Negotiating Committee meeting.

6.09 Health and Safety

- (a) It is the joint responsibility of the Employer and its employees to provide a safe and healthy working environment in accordance with the provisions of the *Occupational Health and Safety Act* of Ontario, as amended from time to time.

To this end, the Employer shall maintain a Joint Health and Safety Committee in accordance with provisions of the *Occupational Health and Safety Act*. The Committee shall consist of two (2) Employer representatives and two (2) employee representatives.

- (b) In the event a pregnant employee is given an assignment requiring the performance of duties that, in the opinion of her doctor, would

result in a serious health and safety risk, then she may be transferred to an alternate assignment, where the same is feasible.

ARTICLE 7 – NO STRIKES – NO LOCKOUTS

7.01 During the term of this Agreement, the Employer shall not cause or direct any lock-out of its employees and the Union shall not cause or direct any strike, shutdown, slowdown, stoppage of work, picketing of any kind or form whatsoever, or perform acts of any nature which could interfere with the Employer's ongoing operations. The words "strike" and "lock-out" have the meaning attributed to them in the interpretation section of the *Ontario Labour Relations Act*.

ARTICLE 8 – GRIEVANCE PROCEDURE

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

8.02 It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. It is understood that an employee may not file a grievance until he/she has first discussed the complaint with his/her immediate supervisor or manager and the parties have endeavored to settle the complaint. Complaints shall be initiated within seven (7) working days of the circumstances giving rise to the matter. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's supervisor or manager. If any complaint or difference of the nature described in Article 8.01 of this Agreement is not satisfactorily settled with the supervisor or manager within seven (7) working days of the discussion, it may be processed as a formal grievance in the following manner:

Step 1

The employee must submit a written grievance to his/her immediate supervisor or manager. The grievance shall specify the article or articles of which a violation is alleged and indicate the relief sought. Such grievance must be submitted within ten (10) working days of the decision of the supervisor or manager at the complaint stage and must be signed by the employee claiming to be aggrieved. The employee may be accompanied by their committee member in the presentation of the grievance. The immediate supervisor or manager shall submit the

response to the grievance, in writing, within ten (10) working days of the filing of the grievance at Step No. 1.

Step 2

Failing settlement of the grievance at Step No. 1, or failure of the immediate supervisor or manager or designate to submit the reply within the prescribed period, the employee shall present the grievance in writing to the Executive Director, or his/her designate within ten (10) working days from the time the reply is received or shall have been received in Step No. 1 (unless extended by mutual agreement of the parties). The Executive Director shall have ten (10) working days from the date of receipt to convene a meeting between the parties. The decision of the Employer shall be delivered in writing within ten (10) working days following the date of such a meeting. In the event that the decision of the Executive Director or his/her designate is not satisfactory to the grievor, the grievor may refer the matter to arbitration, as hereinafter provided, within ten (10) working days following the receipt of the reply at Step No. 2.

- 8.03 It is understood and agreed that the grievor may be assisted by the OPSEU representative at Step 2 of the grievance procedure.

It is further understood that the Executive Director or his designate may have counsel and assistance at such meeting.

- 8.04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and its member or members involved.

ARTICLE 9 – ARBITRATION

- 9.01 Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the grievance procedure in a timely manner, as outlined in Article 8, and which has not been settled, will, at the request of either of the parties, within ten (10) working days of receipt of the reply at Step No. 2, be referred to a single arbitrator. The party requesting arbitration shall provide the other party with the names of three (3) arbitrators which they would agree to hearing the case.

- 9.02 Within ten (10) working days of the request by either party for an arbitrator, the other party shall notify the party requesting arbitration in writing of the name of the arbitrator which the party agrees to, or shall provide the other party with the names of three (3) other possible arbitrators if one on the other party's list is not acceptable. Should the

other party fail to so notify within the time limits prescribed, or shall the parties fail to agree on an acceptable arbitrator, the party giving notice of intent to process the grievance to arbitration shall apply to the Minister of Labour within ten (10) working days requesting appointment of an arbitrator to hear the matter.

- 9.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 9.04 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions, to give decisions inconsistent with the terms and provisions of this Agreement.
- 9.05 The parties to this Agreement shall share equally the expenses of the arbitrator.

ARTICLE 10 – POLICY AND GROUP GRIEVANCES

- 10.01 It is understood that the Employer may bring forward at any meeting held with the Union any complaint with respect to the conduct of officers, committeemen or Union representatives and, if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.
- 10.02 Similarly, the Union shall have the right to process policy grievances.
- 10.03 All policy grievances shall be initiated in writing at Step No. 2 of the grievance procedure.
- 10.04 On mutual agreement of the parties, grievances arising out of the same matter may be consolidated as a "group grievance" and initiated at Step No. 2.

ARTICLE 11 – DISCHARGE AND SUSPENSION CASES

- 11.01 A claim by an employee who has successfully completed the probationary period that they have been unjustly discharged or suspended may be treated as a grievance if a written statement of such grievance is filed with the Executive Director at Step No. 2 of the grievance procedure within ten (10) working days following the day on which the employee was discharged or suspended.

ARTICLE 12 – TIME LIMITS

- 12.01 All time limits referred to in this Agreement shall be interpreted as mandatory and failure to comply with any time limits shall be deemed to be abandonment and withdrawal of the grievance. Notwithstanding the foregoing, the parties may, by mutual agreement, agree to waive or extend any of the time limits established in this Agreement. However, any such agreement shall be in writing. If, at any step of the grievance procedure, the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor.
- 12.02 For the purposes of Articles 8, 9, 10, 11 and the time limits prescribed therein, the phrase “working days” shall not include Saturdays, Sundays, or paid holidays.

ARTICLE 13 – SENIORITY

- 13.01 Seniority, as referred to in this Agreement, shall mean length of continuous service in the bargaining unit from the last date of hire expressed in total hours worked. Seniority rights shall be applied on a bargaining unit-wide basis.
- 13.02 Probation
- A full-time employee will be considered to be on probation for a period of six (6) months. A part-time employee will be considered to be on probation for a period of 480 hours.
- An employee will have no seniority rights during their probationary period and shall not have the right to file a grievance with respect to any discipline or discharge during the probationary period. When an employee acquires seniority, their seniority shall date back to the day on which their employment began. With the written consent of the Employer, the probationary employee and the Unit Steward, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.
- 13.03 The seniority list will be revised annually. A copy of the list shall be posted on the Union bulletin board and a copy be given to the Union.
- If an employee does not challenge the position of their name on the seniority list within the first twenty (20) working days from the date their

name first appears on a seniority list, the list stands correct. If an employee is not at work when the list is posted, they must object to their seniority standing within five (5) working days from the date they return to work.

13.04 Seniority shall accumulate in the following circumstances only:

- (a) when absent from work due to layoff, in which case seniority will continue to accumulate for a period of time equal to twelve (12) months;
- (b) when absent from work due to sickness or accident, in which case seniority will continue to accumulate for a period of time equal to twelve (12) months;
- (c) when off the payroll due to approved personal leave of absence, then seniority will continue to accumulate for the first twelve (12) months of such leave;
- (d) when absent on vacation or on paid holidays;
- (e) when actually at work for the Employer;
- (f) when on pregnancy or parental leave.

13.05 An employee shall lose all seniority and shall be deemed to have been terminated if they:

- (a) resign;
- (b) are discharged and not reinstated through the grievance/arbitration procedure;
- (c) are absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason;
- (d) have been laid off for twelve (12) months;
- (e) have been laid off and fail to return to work within three (3) calendar days after they have been notified of recall by registered mail addressed to the last address on the records of the Employer subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;

- (f) are absent due to illness or disability for a period of twenty-four (24) months from the time the disability or illness commenced, subject to the applicable discrimination provisions of the *Ontario Human Rights Code*;
- (g) fail to return to work upon the expiration of an authorized leave of absence unless a reason acceptable to the Employer is given;
- (h) accept gainful employment while on a leave of absence without first obtaining the consent of the Employer, or otherwise utilizes a leave of absence for a purpose other than that for which it was granted;
- (i) is absent from work during working hours without authorization from the employee's immediate supervisor or program manager, or designate.

ARTICLE 14 – LAYOFFS AND RECALLS

- 14.01 Should it become necessary for the Employer to reduce staff, the Employer will first solicit voluntary resignations from among the existing staff. Should there be no voluntary resignations, the following process will be invoked. A layoff(s) shall be on the basis of reverse order of seniority provided that the retained employee(s) is/are qualified and able to perform the work satisfactorily, following a familiarization period of up to five (5) working days in the position.
- 14.02 An employee who is displaced under Article 14.01 shall be entitled to displace the most junior employee in the same or next lower paid classification in the bargaining unit who occupies a position for which he/she is qualified, as outlined in Article 14.01, and who has less seniority than he or she. Employees who are laid off shall have their names placed on a re-hire list for twelve (12) months, and when new jobs become available, they shall be re-hired in order of seniority provided they have the qualifications and ability to perform the work satisfactorily.
- 14.03 Employees who are permanently laid off or who voluntarily accept permanent layoff within the meaning of 14.01 shall be entitled to severance pay in accordance with the provisions of the *Employment Standards Act* of Ontario, as amended from time to time.
- 14.04 It shall be the duty of employees on the recall list to notify the Employer of any change of address within five (5) working days of the effective date of change. It shall be the duty of the employee who is laid off to notify the Employer of his/her wish to be recalled either to the first position in his/her

former classification or to the first position in accordance with the terms of Article 14.01 of this Agreement.

- 14.05 Should a layoff be necessary, the Employer will notify the Union upon the Employer receiving notification, and the Employer shall meet with the Union to discuss recommendations with respect to the layoff situation.
- 14.06 Laid off employees shall be recalled and offered employment before any new employees are hired, provided that the laid off employees otherwise qualify for the position within the meaning of Article 14.01 of this Agreement.
- 14.07 It is understood and agreed that there is to be no bumping up as a result of layoff or recall from layoff.

ARTICLE 15 – VACANCIES, PROMOTIONS AND TRANSFERS

- 15.01 When a vacancy within the bargaining unit occurs or a new position within the bargaining unit is created, it shall be posted internally for at least five (5) working days, which shall exclude Saturday, Sunday and statutory holidays, prior to the established closing day for applications. Part-time employees who wish to be advised of vacancies will be notified of vacancies by telephone on the date of posting insofar as possible. The Employer agrees to state the location on all postings (This does not guarantee work at that location on an on-going basis). Employer has the right to transfer.
- 15.02 The Employer shall give the skill, ability, qualifications, and suitability of the employee foremost consideration in effecting transfers and promotions and temporary assignments. Due consideration to the length of continuous service of the employee shall be given where the other factors are relatively equal. Such decisions shall be made in a fair, impartial and consistent manner.
- 15.03 When the promotion of a full-time employee creates a vacancy, the factors outlined in Article 15.02 shall be considered. Existing full-time and part-time employees shall be given the first opportunity to fill full-time positions in the bargaining unit, in accordance with the provisions of Article 15.02.
- 15.04 An employee selected will be given an opportunity of fulfilling the duties of the new position during a trial period of three (3) months. If an employee fails to perform satisfactorily within a three (3) month trial period, or if the employee wishes to relinquish the position, he/she shall be returned to his/her former position or a similar position in their former classification.

The employees' former classification will be filled on a temporary basis pending the outcome of the three (3) month trial period.

- 15.05 An employee may be temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement. Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, the employee shall retain his/her rights and obligations under the Collective Agreement.
- 15.06 An employee temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, for a minimum of two (2) weeks or more, shall be paid not less than three percent (3%) above his or her existing salary for the time so worked, provided the position which the employee temporarily occupies attracts a higher salary or hourly rate than the position the employee ordinarily occupies.
- 15.07 (a) A position shall not be considered vacant while being filled on a temporary basis by a replacement employee to cover for illness, vacation or other authorized leaves of absence.
- (b) Part-time and full-time employees shall indicate their interest in a Temporary Assignment which exceeds six (6) months duration, and where there is a defined start and end date. Such an employee would be on contract for the duration of the leave and cannot apply for other vacancies during this time. Such employee has no guaranteed right to return to their former position.
- 15.08 The Employer has a responsibility to post or declare redundant a full-time position deemed vacant due to resignation or legitimate termination of an employee, within three (3) months of the effective date of the resignation or legitimate termination.
- 15.09 When a new classification is created or a current classification is substantially changed that may justify reclassification, the Union shall be advised of such change.

The Employer agrees to meet with the Union to discuss and receive input/recommendations for an applicable pay rate for the new and/or changed classification.

Any dispute in regards to the matter shall be subject to the arbitration provisions of the Collective Agreement.

ARTICLE 16 – LEAVE OF ABSENCE**16.01 Pregnancy, Parental and Adoptive leave**

The Employer shall grant eligible employees pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act* of Ontario, as amended from time to time.

16.02 Bereavement Leave (Full-Time)

- (a) The Employer shall pay a full-time employee up to three (3) days pay at the employee's regular hourly rate of pay for all regular time lost immediately following the death of an employee's spouse (including common-law), mother, father, mother-in-law, father-in-law, daughter, son, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian to attend the funeral, memorial service or the wake, which is attended on a regular working day.
- (b) The Employer shall grant one (1) days' leave with pay in the event of the death of a full-time employee's aunt, uncle, niece, nephew or cousin to attend the funeral, memorial service or the wake which is attended on a regular working day.
- (c) Further leave, with or without pay, may be granted at the discretion of the Employer.
- (d) No employee shall be entitled to receive payment under this section for a period in which he/she is in receipt of payments in the form of paid holidays, disability or Workplace Safety and Insurance Board benefits.
- (e) Leave under this section shall be taken at the time of death.

16.03 Paid Leave of Absence (Full-Time)

A paid leave of absence of up to three (3) days per year may be granted to a full-time employee to attend to emergency or extenuating circumstances, including professional appointments and family emergencies. Requests for such leave must be made in writing to the Executive Director or designate, setting out the reason that the leave is being requested. It is understood that employees will make every effort to schedule personal appointments outside of working hours. The employee will be deemed to have taken a full day's leave for any part of a day for which paid leave of absence under this Article is taken.

16.04 Jury Duty and Witness Leave

A full-time employee who is selected for service as a juror or who is subpoenaed as a Crown witness to appear in court will be compensated for loss of pay from his regularly scheduled hours at his regular hourly rate less the fee received for his service as a juror or witness, if he has completed three (3) months probation. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to the Employer's premises to complete the remaining normally scheduled work day, this is providing he immediately notifies his Program Manager upon his being subpoenaed and provides proof of service at the completion of his duty. If an employee must leave his/her regularly scheduled shift before it ends in order to arrive at court on time for jury selection, he/she shall be paid for the regularly scheduled hours missed when the employee provides the Employer with proof of jury duty subpoena in advance. Voluntary witnesses are excluded from this clause.

16.05 Union Activities

Upon written request to the Employer, leave of absence without pay may be granted to employees elected or appointed to represent the Union at conventions, meetings and/or seminars, provided:

- (a) the total of such time for all employees shall not exceed fifteen (15) days per calendar year;
- (b) not more than two (2) employees are involved in each request; and
- (c) such leave does not unreasonably interfere with the efficient operation of the Employer.

- 16.06 (a) The Employer may grant Union leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed three (3) months, unless both the Union and the Employer mutually agree otherwise.
- (b) During such leave of absence, the Union will reimburse the Employer for salary and benefits paid to, or on behalf of the employee.
 - (c) When an employee is elected as the Union's President or First Vice-President, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence without pay may be granted from the employee's place of employment for the duration of the term of office. Such leave shall not be unreasonably denied. Re-application for such leave shall be made for each successive

term. The Union will reimburse the Association on a monthly basis for the salary and benefits paid to members granted leave under this Article.

16.07 All requests for leave of absence permitted in this section shall be sent to the Executive Director. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operation requirements of the Employer.

16.08 Accumulation of Seniority

Seniority shall be frozen and shall not accumulate during a leave of absence granted pursuant to Article 16.06. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he/she had prior to commencing leave.

ARTICLE 17 - SICK LEAVE

17.01 Sick leave shall be accumulated at the rate of one and one-quarter (1.25) days per month for all full-time employees. Sick leave may be utilized for personal illness or injury or to attend to the illness or medical emergency of a child of the employee. At the date of signing of this Agreement, all current full-time employees shall be credited with sick leave based on their length of service to a maximum of fifteen (15) working days per full year of employment, less any sick leave taken during such period of service. Sick leave may be carried over from one year to the next, to a total of three (3) year's accumulation. Unused sick leave shall not be paid out to the employee upon termination, resignation or retirement. Sick leave with pay will not accumulate while an employee is on sick leave or any unpaid leave.

17.02 The Employer shall pay full salary to full-time employees on sick leave up to the maximum of their accumulated sick leave credits. All employees who are sick may be required to produce a medical certificate signed by a qualified medical physician indicating the nature of the illness, fitness to return to work, and a prognosis in the case of long-term illness.

In cases of long-term or prolonged illness, the employee may be required to attend at a physician of the Employer's choice for a medical examination in order to determine the employee's prognosis and/or fitness to return to regular duties. The Employer shall pay the cost of any medical examination requested by the Employer.

17.03 Wherever possible to do so, employees shall inform their immediate Supervisor or Manager in advance of their scheduled shift at least one hour prior to the commencement of their scheduled shift, of their intention

to be absent from work. Employees shall provide their immediate Supervisor or Manager with the following information at the time of notification of absence:

- (i) reason for the absence;
- (ii) expected date of return to work;
- (iii) telephone number where the worker may be contacted or a message may be left while absent from work.

17.04 Part-time employees regularly scheduled for more than twenty-four (24) hours per week shall receive four (4) shifts paid sick leave per year (maximum forty (40) hours).

There shall be no carry over to the next calendar year of unused sick leave.

ARTICLE 18 - EXPENSES

18.01 When an employee is required to use his or her car in the service of Employer, he shall be reimbursed at the rate of thirty cents (30¢) per kilometre.

18.02 The Employer agrees to reimburse employees for meal expenses, while engaged in approved Association business away from their regular location of work, or in attendance at conferences away from their regular location of work, to a maximum of twenty dollars (\$20.00) per day. Employees shall be required to submit an expense account to the Employer with receipts for expenditures prior to reimbursement.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS (Full-time)

19.01 The Employer agrees to pay on behalf of all full-time employees, one hundred percent (100%) of the premium cost associated with provision of the following benefits: Life Insurance, Accidental Death and Dismemberment, Dependent Life, Hospital and Extended Care, Dental Care and Hearing Care. All decisions with respect to entitlement are the sole determination of the Group Insurance Carrier and the specific details of the Plan(s) are as set out in the Group Benefits handbook and the respective Insurance Plan(s)/Policies.

19.02 Vision Care

The Employer shall pay one hundred percent (100%) of the premium cost associated with the provision of the Vision Care Program, which shall

include payment for eye exams, lenses and frames for up to two hundred dollars (\$200.00) every twenty-four (24) month period for all part-time and full-time employees and their dependents, to a maximum of eight hundred dollars (\$800.00) per family every two (2) years. The term "dependents" shall include those individuals who are normally covered by family benefits coverage pursuant to the Group Health and Welfare benefits Plan of Insurance.

ARTICLE 20 – VACATION (Full-Time)

- 20.01 Vacation credits for full-time employees shall accumulate on the following basis:
- (a) Less than one (1) year's active service: entitlement in accordance with the *Employment Standards Act* of Ontario, as amended from time to time.
 - (b) 1 - 5 years of continuous active employment, vacation is accrued at the rate of one decimal twenty-five (1.25) days per completed month of active service to a maximum of fifteen (15) days annually at six percent (6%) of wages earned in the previous twelve (12) month period for which the vacation is earned.
 - (c) 6 - 10 years of continuous active employment, vacation is accrued at the rate of one decimal six-six-six-six (1.6666) days per completed month of active service to a maximum of twenty (20) days annually at eight percent (8%) of wages earned in the previous twelve (12) month period for which the vacation is earned.
 - (d) 11 years and more of continuous active employment, vacation is accrued at the rate of two decimal zero eight three (2.083) days per completed month of active service to a maximum of twenty-five (25) days annually at ten percent (10%) of wages earned in the previous twelve (12) month period for which the vacation is earned.
- 20.02 Vacation leave shall not be taken until it has been earned. Vacation leave must be taken within twelve (12) months following accrual. All unused vacation shall be forfeited unless the Executive Director gives his/her approval to carry forward unused vacation credits. Requests to carry forward must be made in advance of the employee's anniversary date in writing to the Executive Director for approval.
- 20.03 Full-time employees shall provide the Employer with not less than two (2) month's notice in writing of their preferred vacation period. The Employer shall endeavor to grant the chosen vacation where it is reasonable and

practicable to do so. It is recognized that the Employer has the sole discretion to schedule vacations. Should a program be temporarily shut down for a period of time, full-time employees working in such programs shall be required to take their vacation or leave of absence without pay during the time that the program is not in operation. If the employee does not have significant accrued vacation leave, the Employer will endeavor to transfer individuals to temporary positions which they are qualified and able to perform wherever possible to do so.

- 20.04 All employees other than full-time employees shall be paid vacation pay in accordance with the *Employment Standards Act* of Ontario as amended from time to time.
- 20.05 (a) Full-time employees shall provide the Employer with not less than two (2) month's notice in writing of a request to use any paid leave of more than two (2) days, including missed statutory holidays, compensating time and floaters.
- (b) When a request for time off is made for more than two (2) days outside of the notice period, as set out in Article 20.05 (a), such request shall be considered on the basis of operational requirements and the consent of the Employer shall not be unreasonably withheld.

ARTICLE 21 - PAID HOLIDAYS (Full-Time)

- 21.01 (a) The following are designated as Paid Holidays for full-time employees:
- | | |
|------------------|------------------------|
| New Year's Day | Good Friday |
| Canada Day | Victoria Day |
| Thanksgiving Day | Labour Day |
| Christmas Day | Boxing Day |
| Easter Monday | Civic Holiday (August) |
- (b) In order to qualify for payment of any of the holidays listed in this Article, the employee is required to work his/her last regularly scheduled shift immediately following the holiday, unless prevented from so doing by accident, illness or approved time off.
- 21.02 When a paid holiday falls on a full-time employee's regular day off, he/she shall be granted another day off in lieu of the holiday.
- 21.03 (a) When a full-time employee is required to work on a Paid Holiday, he/she shall be paid one and one-half (1.5) times the regular rate of pay and shall be granted an extra day off with pay in lieu of the holiday at some other time mutually agreed upon by the parties.

- (b) When a holiday listed in this Article falls during an employee's vacation, he/she will be granted an additional day's holiday at a time to be determined by mutual agreement between the employee and his/her manager.
- 21.04 Lieu days shall be taken at a mutually agreed time. Such agreement shall not be unreasonably withheld.
- 21.05 In scheduling, staff shall receive either Christmas or New Year's Day off based on seniority unless otherwise agreed between the parties, that being the Union, the employee and the Employer.
- 21.06 Full-time employees will be entitled to one (1) float day per year. Employees must provide the Employer with a written request to take their float day. The Employer will attempt to accommodate the employee's wishes where it is reasonable to do so. This day will be credited to the employee on the employee's birthday and must be used within the following twelve (12) month period.

ARTICLE 22 - HOURS OF WORK

- 22.01 (a) 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 as guarantee of or limitation upon the hours of work to be worked per day or per week or otherwise, nor as a guarantee of working schedules.
- (b) The normal hours of work for all full-time employees shall be up to and including forty (40) hours per week including a paid meal break of one-half (½) hour in accordance with the *Employment Standards Act* of Ontario as amended from time to time. It is understood that employees must remain on the premises of the Employer during the paid half (½) hour meal period and shall be required to perform such duties as are necessary during such meal period.
- 22.02 (a) Overtime - Where an employee is authorized to work and does work in excess of forty-four (44) hours per week, the employee shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate or, at the option of the Employer, the employee may be granted equivalent time off in lieu of pay for overtime to an accumulated maximum of twenty-four (24) hours. Such time off shall be mutually agreed between the employee and the Program Manager or Supervisor.

- (b) Employees recognize the need for overtime and agree to cooperate with the Employer in the performance of the same. All overtime must be approved in advance by the employee's Program Manager. It is the Employer's intention that overtime shall be subject to mutual agreement between the employee and his/her Supervisor/Program Manager whenever possible.
 - (c) It is understood that there shall be no duplication of premiums under this Agreement nor pyramiding of overtime or other benefits for the same hours worked.
- 22.03 (a) Attendance at staff meetings shall be considered work time for the purposes of calculating number of hours worked.
- (b) Part-time employees will receive their regular rate of pay for attendance at staff meetings.
- 22.04 Days off shall be consecutive unless mutually agreed between the employee and his/her Program Manager.
- 22.05 Schedules of days off and start-times shall be posted fifteen (15) days in advance of the month in which they apply. The Program Manager will attempt to keep scheduling changes to a minimum.
- 22.06 The Employer will attempt to provide a week's notice in the event of a change in the employee's scheduled day off.
- 22.07 Employees shall be contacted by the Program Manager if changes to schedules are made. The Employer shall reasonably accommodate employee wishes wherever possible to do so.
- 22.08 An employee who is to be relieved at the end of their shift shall not leave work if their replacement has not arrived, or until a suitable replacement is found, without the prior authorization from the employee's Supervisor or Program Manager.
- 22.09 The Employer may schedule part-time weekend staff to work a "weekend shift" commencing on Friday evening and concluding on Monday morning. The weekend shift includes fifty-seven and one-half (57½) hours paid according to Schedule "A" attached.
- 22.10 Part-time Schedules
- (a) The Employer will circulate a "draft" schedule representing the upcoming month, on the 10th of each month (or first business day

prior). The draft schedule will indicate available shifts that require coverage for that period.

- (b) Employees will have until noon on the 14th of each month (or first business day prior) to review the draft and list the shifts that they are offering to cover (in order of preference) and submit this information to the Administration Office.
- (c) The "offers to cover shifts" will be reviewed and requests will be assigned according to seniority. After the shifts have been awarded, any remaining shifts will be offered to casual employees.
- (d) The final schedule will be posted on the 15th of each month (or first business day following) in all locations. Once the employee names are posted on the schedule, the shifts are assigned. It is the responsibility of the employee to check the final schedule and record the shifts they are responsible for.

Note: It is understood that until coverage has been arranged for the shifts "requested off", the employee will remain responsible for said shift.

22.11

Shift Changes

- (a) When an employee's name is posted on the "final" schedule and the employee wishes to request time off, the employee may arrange for another bargaining unit staff member or casual employee to cover the shift.
- (b) This may be done using the "Swap or Drop" form. The employee may choose to swap or trade a shift with a co-worker, or drop (forfeit) the shift. Dropped shifts shall be offered to co-workers on the basis of seniority. (See 25.05(b)).

Note: All "Swap or Drop" arrangements must be approved by a Manager before the change will be made on the schedule.

ARTICLE 23 - CALL - BACK

23.01 (a) Call-Back

An employee who leaves his/her place of work and is subsequently called back to work on an unscheduled basis or is called in on a regular day off, shall be paid a minimum of four (4) hours pay at the employee's regular rate of pay.

(b) Reporting Pay

Where an employee reports for work at his scheduled starting time and work is not available, he shall receive two (2) hours pay at his basic hourly rate.

ARTICLE 24 - PART-TIME EMPLOYEES24.01 Vacation

Part-time employees shall accumulate four percent (4%) of their gross earnings as vacation pay. With a minimum of six (6) weeks notice, part-time employees may request vacation leave. The accumulated gross value of the banked vacation pay shall be applied to the leave days. The bank shall be deducted accordingly and statutory deductions shall be made at the time of usage. Any banked vacation pay unused as of March 31st of each year shall be paid out to the employee minus required statutory deductions.

24.02 Paid Holidays

(a) The following are paid holidays for Part-time employees:

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

(b) Part-time employees shall receive payment for Statutory Holidays in accordance with the qualifying terms and conditions of the *Employment Standards Act of Ontario*. The calculation for "stat" pay will be adhered to.

(c) Part-time employees working Easter Monday or the Civic Holiday shall be paid time and one-half (1½).

A part-time employee who works on Christmas Day shall be paid 2x double time) for all hours worked.

24.03 Vision Care

The Employer shall pay one hundred percent (100%) of the premium cost associated with the provision of the Vision Care Program, which shall include payment for eye exams, lenses and frames for up to two hundred dollars (\$200.00) every twenty-four (24) month period for all part-time and

full-time employees and their dependents, to a maximum of eight hundred dollars (\$800.00) per family every two (2) years. The term "dependents" shall include those individuals who are normally covered by family benefits coverage pursuant to the Group Health and Welfare benefits Plan of Insurance.

- 24.04 Sick Leave - See Articles 17.03 and 17.04
- 24.05 Where a part-time employee is upgraded by the Employer to a full-time position, the employee shall be subject to a trial period of three (3) months duration as outlined in Article 15 of this Agreement.
- 24.06 Part-time employees who fill a full-time position on a temporary assignment basis will be compensated at the full-time rate in accordance with past practice.
- 24.07 Part-time employees shall normally be given the first opportunity to temporarily replace employees who are on a leave of absence for up to six (6) months except as otherwise indicated below, and shall be guaranteed a return to part-time work at the end of the temporary assignment. If the absence goes beyond six (6) months, the replacing employee shall be returned to their part-time work and the temporary replacement for the leave shall be offered to another part-time employee who can assume all the regular hours of the position being covered.
- 24.08 The employee filling the temporary assignment must be able to perform all of the regular duties of the position being replaced and must be available to work all of the regularly scheduled hours of the position being replaced.
- 24.09 Part-time employees shall provide their availability in writing two (2) weeks in advance of the release of the new schedule. Employees must be available for work at all locations when they indicate availability.

ARTICLE 25 - WORKING CONDITIONS

25.01 Orientation Training

New employees shall be given orientation training which shall include: a copy of the job description; familiarization with the goals of the Association; the workplace; the individuals supported; staff and programs; the administration of medications and proper procedures; emergency procedures and any specialized information necessary for the performance of the job. Orientation training shall be coordinated between the employee and his/her Program Manager.

25.02 Liability Insurance

The Employer shall provide sufficient insurance to protect employees from personal liability for injury to individuals supported which was not the result of the employee's negligence.

The Employer shall provide a letter to the Union setting out the monetary level of liability coverage and a summary of the type of coverage.

25.03 The Employer may, in its discretion, provide compensation including the reimbursement of the cost of the employee's insurance deductible for damage to personal belongings occasioned as a result of their employment. Such decisions shall be fair and reasonable in the circumstances.

25.04 Adverse Report

When an Adverse Report is made against an employee, the employee will be made aware of the Report at the first opportunity. If this Report is designated as disciplinary in nature, the employee will have the right to grieve the imposition of the discipline under the Grievance Procedure procedures and, unless changed or removed by arbitration, the Adverse Report shall stay on the employee's file no longer than three (3) years.

25.05 Replacement Staff

- (a) In case of emergency scheduling (need the scheduling with less than twenty-four (24) hours notice), the Full-time Support Worker on duty at Liberty House, or if unavailable, a full-time support worker on duty at any other location will use the seniority list to arrange replacement coverage.
- (b) Employees are encouraged to use their best efforts to offer shifts according to the seniority list. Errors will not result in a grievance.
- (c) When an employee is off work due to sudden illness, emergency leave, or bereavement leave; the Employer shall be responsible for the calling-in of replacement staff.

25.06 Escort and Travel

- (a) Where an employee is assigned to escort an individual beyond their normal work hours and is responsible for the care and control of the individual on an overnight basis, the employee shall receive a flat rate of forty dollars (\$40.00) per day in addition to his/her regular rate of pay.

- (b) When an employee is authorized on the Employer's business out of town and must travel outside of regular working/flexible hours, the employee shall be paid his/her regular rate for all hours while traveling.

ARTICLE 26 - WAGES

- 26.01 Wages shall be paid according to SCHEDULE "A" appended to this Collective Agreement.

ARTICLE 27 - GENERAL

27.01 Personnel Files

An employee shall have the right to access and review his/her personnel file on twenty-four (24) hours notice and in the presence of a designate of the Employer. The employee shall initial documents in the personnel file to indicate they have reviewed the contents. Initialing shall not be construed as agreement with the contents. The employee shall have the right to respond in writing to any documents contained therein and such reply shall become part of the personnel file. The Employer shall be responsible for the confidentiality of all such records and the union shall be responsible for the maintenance of confidentiality as it pertains to the grievance procedure.

In addition to the above, employees shall receive a photocopy of records regarding their accumulated vacation leave, sick leave and banked time, upon request.

27.02 Job Descriptions

Each employee in the Bargaining Unit, when hired, shall be provided with a copy of their job description. An amended job description shall be provided to the employee whenever a job description is significantly changed.

27.03 Printing of Collective Agreement

The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distributing sufficient copies of this Agreement to employees. The number of copies of the Collective Agreement to be printed shall be mutually agreed upon by the Union and the Employer.

27.04 Absences of Sixty Working Days or More

Except as provided in this Agreement, employees absent from work for any continuous period of sixty (60) working days or more, shall not earn paid vacation and sick leave credits during the period of any such absence. In addition, the Employer shall not be required to contribute to the payment of an applicable Employee Benefit(s) during any such absence. Employees who desire to maintain applicable Employee Benefits provided for in this Agreement must arrange for payment of the full premiums for all benefits which they wish to continue receiving, and pay for such premiums to the Employer before commencing any extended absence.

27.05 Employee Training

When an employee is required to participate in CPR/First Aid Training, re-certification training and CPI training, the Employer shall pay the full cost of the registration fees. All staff are responsible to ensure that their First Aid, CPR and CPI is current and a copy of certification is given to Management.

Employees will be compensated for their time to attend this required training as follows:

CPR/First Aid	\$125.00
CPI Core Training	\$125.00 (every two (2) years)
CPI Re-certification	\$40.00 (every two (2) years)

27.06 Hepatitis "B" Immunization

The Employer shall provide Hepatitis "B" immunization to any employees upon the request of the employee's physician, at no cost to the employees.

ARTICLE 28 - TERM OF AGREEMENT

28.01 This Agreement, as amended by these agreed-to changes, shall remain in effect to March 31, 2008, and shall continue in effect from year to year thereafter, unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement. There shall be no retroactive effect of the terms herein.

Notwithstanding the above, the parties agree to meet to negotiate the wage rate as of April 1, 2007.

DATED the 15th day of June, 2006.

**MADAWASKA VALLEY
ASSOCIATION FOR COMMUNITY**

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

[Signature]
Therese

Jill Olsheski
Linda [unclear]
Marean MacNulty
Maria Wypock

[Signature]
[Signature]

SCHEDULE "A" – WAGE SCALE

Classification:	* Effective January 1, 2006	** Effective April 1, 2006
Full-time Support	\$ 16.60	\$ 16.77
Part-time Support	\$ 13.76	\$ 13.89
Weekend Support	\$ 12.93	\$ 13.06
Overnight	\$ 12.68	\$ 12.80

Note #1: Pay Equity is up to date for 2006.

Note #2: The Start Rate is ninety percent (90%) of the full rate. After an employee passes probation, he/she shall receive the full rate (100%).

Each employee shall receive a signing bonus upon ratification, on the following basis:

- \$200 per employee who has completed more than one (1) year's service
- \$50 per employee who has completed probation.

* Increase effective January 1, 2006 represents Pay Equity adjustment for 2006.

** Increase effective April 1, 2006 represents general wage increase.

LETTER OF UNDERSTANDING #1**RE: FULL-TIME EMPLOYEES WORKING ON WEEKENDS**

Full-Time Support workers are scheduled to work on weekends, it will be in accordance with the work schedule set out below, unless altered by agreement of the parties:

Full-Time Work Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Schedule 1	ON	ON	ON	ON	OFF	OFF	OFF
Schedule 2	OFF	OFF	OFF	ON	ON	ON	ON

LETTER OF UNDERSTANDING #2**RE: CASUAL RELIEF STAFF**

It is understood and agreed that Casual Relief Staff shall not be included in the bargaining unit.

1. Casual employees are "on-call" workers whose hours of work are dependent upon the need for replacement of full-time and part-time workers on an occasional basis. Casual employees may elect to work or not.
2. Casual employees shall not be used to reduce the hours of, or to replace any part-time or full-time position as defined in Article 2.02 or 2.03 of the Agreement, where such hours would have the effect of eliminating full-time or part-time positions.
3. An employee hired to support a specific individual or family other than in a residential program operated by the Employer, shall be considered as a casual relief staff for the purposes of this Agreement.

LETTER OF UNDERSTANDING #3**RE: ADDITIONAL SALARY**

The parties agree that if additional salary dollars become available during the term of this Agreement, the Employer will meet with the Union to determine the distribution of the available salary dollars. Failing an agreement, the parties agree to submit the matter to arbitration in accordance with the arbitration provisions of the Collective Agreement.

LETTER OF UNDERSTANDING #4**RE: FULL-TIME POSITION**

It is understood that during the life of this Agreement and in the event of an increase in individuals supported due to accepting an individual into service from a schedule 1 or 2 facility to which there are annual dollars attached; and where provisions of service from that individual necessitate the increase in staffing in one location of an additional thirty-five (35) hours or more, it is understood that a full-time bargaining unit position will be created in that location unless the parties mutually agree otherwise.

LETTER OF UNDERSTANDING #5**RE: EMERGENCY LEAVE**

In the event that at any time during the life of this Agreement, the Association regularly employs fifty (50) or more employees, the parties acknowledge and agree that the existing paid leave provisions of this Agreement constitute a greater right or benefit than the ten (10) unpaid emergency leave provisions of the *Employment Standards Act* of Ontario. If for any reason a bargaining unit member would not be entitled to paid leave in circumstances that would constitute reason for unpaid emergency leave under the *Employment Standards Act* of Ontario, then the bargaining unit member shall be entitled to unpaid emergency leave in accordance with the qualifying terms and conditions of the *Employment Standards Act*.

DATED the 15th day of June, 2006.

**FOR MADAWASKA VALLEY
ASSOCIATION FOR COMMUNITY
LIVING**

[Signature]
[Signature]

**FOR ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**

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