

Collective Agreement

between

Ontario Public Service Employees Union
on behalf of its Local 473

and

Madawaska Valley Association for
Community Living

DURATION: April 1, 2018 – March 31, 2021



4-473-5332-20210331-2A

Table of Contents

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION AND DEFINITIONS	1
ARTICLE 3 - NO DISCRIMINATION.....	2
ARTICLE 4 - UNION SECURITY.....	2
ARTICLE 5 - MANAGEMENT RIGHTS.....	4
ARTICLE 6 - UNION REPRESENTATION	4
ARTICLE 7 - NO STRIKES - NO LOCKOUTS	7
ARTICLE 8 - GRIEVANCE PROCEDURE.....	7
ARTICLE 9 - ARBITRATION.....	9
ARTICLE 10 - POLICY AND GROUP GRIEVANCES	9
ARTICLE 11 - DISCHARGE AND SUSPENSION CASES.....	10
ARTICLE 12 - TIME LIMITS.....	10
ARTICLE 13 - SENIORITY	10
ARTICLE 14 - LAYOFFS AND RECALLS	13
ARTICLE 15 - VACANCIES, PROMOTIONS AND TRANSFERS.....	14
ARTICLE 16 - LEAVE OF ABSENCE.....	16
ARTICLE 17 - SICK LEAVE.....	19
ARTICLE 18 - EXPENSES.....	20
ARTICLE 19 - HEALTH AND WELFARE BENEFITS (DSS).....	20
ARTICLE 20 - VACATION (DSS).....	20
ARTICLE 21 - PAID HOLIDAYS (DSS).....	22
ARTICLE 22 - HOURS OF WORK.....	23
ARTICLE 23 - CALL - BACK.....	26
ARTICLE 24 - DIRECT SUPPORT PROFESSIONALS (DSP)	26
ARTICLE 25 - WORKING CONDITIONS	29
ARTICLE 26 - WAGES	31
ARTICLE 27 - GENERAL	31
ARTICLE 28 - TERM OF AGREEMENT	33
SCHEDULE "A" – WAGE SCALE.....	34

LETTER OF UNDERSTANDING #1 35
RE: DSS EMPLOYEES WORKING ON WEEKENDS35
LETTER OF UNDERSTANDING #2 36
RE: CASUAL RELIEF STAFF 36
LETTER OF UNDERSTANDING #3 37
RE: ADDITIONAL SALARY 37
LETTER OF UNDERSTANDING #4 38
LETTER OF UNDERSTANDING #5 39
RE: SCHEDULING PROCEDURES..... 39

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) Direct Support Supervisor: A Direct Support Supervisor (DSS) is a full time employee that fulfills the duties as outlined in the job description, who works regularly scheduled hours of (40) forty hours per week: up to eighty eight (88) hours in a two (2) week period, and whose term of appointment is indefinite.
- b) Direct Support Professional: A Direct Support Professional (DSP) is a part-time employee that works regularly scheduled hours of less than forty (40) hours per week, up to eighty-eight (88) in a two (2) week period.
- c) DSP Overnight: The DSP overnight is an asleep position where the staff is available to assist supported person(s) when required.

- d) Classification: Current classifications include Direct Support Supervisor, Overnight Support, R.C. and Direct Support Professional. These classifications differ in their level of skill, effort and responsibility required as outlined in the Job Descriptions.
 - e) Rotation: A rotation is the shift schedule of an employee within a classification. All employee rotations make up the schedule for MVACL.
 - f) Regular rate of pay: The regular rate of pay is the employee's wage rate based on their classification and placement on the wage grid.
 - g) Residential care: Staff scheduled to work a fifty-seven and one-half (57½) hour shift once every two (2) week period, or a split weekend shift, shall be considered DSP.
- 2.03 The Employer guarantees that the full-time employee complement at the time of entering into this Agreement is 15 DSS employees and this complement will continue for the life 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 or harassment against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability 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.
- 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 be given a copy of 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.
- 4.06 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.
- 4.07 The Employer agrees that work normally performed by bargaining unit members shall not be performed by employees outside of the bargaining unit.
The Employer shall not contract out work normally performed by members of the bargaining unit except in cases mutually agreed upon in writing by the parties.
- 4.08 The Employer will allow the Union to post notices to its membership electronically on the Agencies website in the staff section.

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 pursuant to Article 8;
 - 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 four (4) members of the bargaining unit as Stewards, one of which shall be known as the Unit Steward, (Unit Steward shall refer to the highest ranking in the Local), 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 three (3) employees, and a joint Modified Work Committee with three (3) Union Representative on it.

- b) The employer agrees to supply the local Unit Steward with a copy of the department calendars for all locations once they have been finalized and posted.
- c) Negotiating Committee

The Employer will pay up to four (4) 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 Employer 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 Stewards/Committee members who leave their work for the purpose of investigation, filing, processing and settlement of grievances, are granted leave with pay on the following conditions:

- (a) an employee shall not leave their regular duties in connection with the servicing of a grievance hereunder until they have first secured permission from the Program Supervisor/Manager or designate. Such permission shall not be unreasonably withheld. Employees shall state their 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 ongoing 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 three (3) representatives of the Employer and three (3) representatives of the employees.
- (b) The Committee shall meet up to four 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. The signed minutes of the committee meetings shall be posted in the workplace.
- (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 three (3) Employer representatives and three (3) 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, as required by the Ontario Labour Relations Act, the Employer shall not cause or direct any lock-out of its employees and the Union shall not cause or direct any strike.

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 endeavoured to settle the complaint. Complaints shall be initiated within twelve (12) working days of the circumstances giving rise to the matter. 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 ten (10) 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 steward 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 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.

8.05 All reasonable efforts shall be made to schedule meetings during the regular working hours of the involved individuals. Should this not be

possible staff will be paid their regular hourly rate for attending the meeting.

This provision shall not apply to employees on an approved leave of absence.

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, 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

All Direct Support Supervisors will be considered to be on probation for a period of six (6) months. All Direct Support Professionals will be considered to be on probation for a period of 1040 hours.

New hires who do not possess DS experience or qualifications will be on probation for a period of 1040 hours. In addition, they will be required to complete mandatory DS training provided by the employer prior to passing probation. The mandatory training will be provided by and paid for by the Employer and will take place during working 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 provided that such discipline or discharge is not for arbitrary, discriminatory or bad faith reasons.

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.

13.03 The seniority list will be revised bi-annually in January and July. 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;
- (g) when on approved Union 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 five (5) working 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) 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 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 any classification other than full time 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 (a) In the event of a proposed layoff of a permanent or long term nature, the Employer will notify the Union at least two (2) weeks in advance of the layoff(s) through the EERC Committee to review the following:
- (i) the reason for the layoff
 - (ii) the method of implementation including the areas of cut back and employee(s) to be laid off
 - (iii) ways the parties can assist the employee(s) to find alternate employment.
- (b) Layoffs shall be in accordance with the provisions of the Employment Standards Act.
- 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.
- 14.05 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.

14.06 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 Permanent Reduction of Hours

Where a Direct Support Professional's hours are reduced by a full shift or more due to the permanent departure of a person in service, the employee losing hours will have the option to bump the least senior person in their classification or a lower paid classification.

14.08 Temporary Reduction of Hours

Where an employee's hours are reduced by a full shift or more due to the temporary departure of a person in service, the employee losing hours will be scheduled to an available shift during the same time period. If no shift is available during the same time period the employee will have the option to take the time off without pay, use vacation or bump the least senior employee in their classification until the supported person returns to service.

The employee bumped in accordance with this article, will be the first person called for shifts to be filled.

ARTICLE 15 - VACANCIES, PROMOTIONS AND TRANSFERS

15.01 (a) 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 seven (7) calendar days. All postings will be placed on the MVACL website and in each worksite. 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.

(b) 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.

(c) The employer shall provide the Unit Steward with the names of the successful candidates in writing.

- 15.02 The Employer shall give the skill, ability, qualifications, and suitability of the employee foremost consideration in effecting transfers (including lateral) and promotions and temporary assignments. Where all factors are relatively equal, seniority shall be the determining factor.
- 15.03 When a vacancy is created by the filling of a posted vacancy, employees seeking a change to their current rotation shall be given the first opportunity to fill the resulting vacancy in accordance with the provisions of Article 15.02. Interested employees shall indicate their interest during the period of the original posting as set out in 15.01 (a).
- 15.04 An employee selected will be given an opportunity of fulfilling the duties of the new position during a trial period of six (6) months. If an employee fails to perform satisfactorily within a six (6) 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 six (6) 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 temporary assignment which exceeds six (6) months duration, and where there is a defined start and end date will be posted in accordance with 15.01(a) by the Employer. The successful employee shall remain in the temporary assignment for the duration of the assignment. Upon completion of the temporary assignment the employee shall be returned to a position with comparable hours within their former classification.
- (b) If a permanent vacancy becomes available employees in a Temporary Assignment may apply.

- i) if the vacancy is with respect to a DSS position, the successful applicant shall commence their new position in accordance with the posting;
 - ii) if the vacancy is with respect to a DSP position, the successful applicant shall complete their Temporary Assignment before commencing their new position.
 - (c) An Employee who takes a temporary assignment covering a Direct Support Supervisor's absence has a right to return to a position with comparable hours within their former classification.
- 15.08 The Employer has a responsibility to post or declare redundant a DSS 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 Direct Support Supervisor

- (a) The Employer shall pay a DSS employee up to three (3) days' pay at the employee's regular hourly rate of pay for all regular time lost following the death of an employee's spouse (including common-law and same sex partner), mother, father, step-parent, mother-in-law, father-in-law, daughter, son, step-child, brother, sister, son-in-

law, daughter-in-law, sister-in-law, brother-in-law, grandparent, step-grandparent, grandchild, step-grandchild, ward or guardian.

- (b) The Employer shall grant one (1) day's leave with pay in the event of the death of a DSS employee's aunt, uncle, niece, nephew or cousin.
- (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 disability or Workplace Safety and Insurance Board benefits.
- (e) Leave under this section shall be taken at the time of death, or at another time upon request at the discretion of the Employer.

Bereavement Leave Direct Support Professional

- (f) The employer shall grant a Direct Support Professional two (2) days' leave (maximum 7.5 hours pay per day) per year at the employees regular hourly rate of pay following the death of an employee's spouse (including common-law and same sex partner) mother, father, step-parent, mother-in-law, father-in-law, daughter, son, step-child, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, step-grandparent, grandchild, step-grandchild, ward or guardian.

16.03 Paid Leave of Absence (DSS)

A paid leave of absence of up to three (3) days per year may be granted to a DSS employee to attend to emergency or extenuating circumstances, including professional appointments and family emergencies. 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 DSS 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 1040 hours 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 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 three (3) 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 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.

ARTICLE 17 - SICK LEAVE

17.01 Sick leave shall be accumulated at the rate of ten (10) hours per month for all DSS 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. 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 DSS 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 of thirty (30) calendar days or more, the employee may be required to attend at a mutually agreed to specialist 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 the designated Manager between the hours of 7:30 & 4:30 of their intention to be absent from work. Employees shall provide their 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 (a) Direct Support Professionals shall accumulate sick leave at the rate of 2.68% per hour worked. Sick leave may accumulate to a maximum of sixty-four (64) hours. Sick leave may be utilized for personal illness or medical emergency of a child of the employee.

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 unpaid leave.

- (b) Probationary employees will accumulate sick leave during their probationary period, however they are only entitled to use the benefit upon completion of probation.

ARTICLE 18 - EXPENSES

- 18.01 When the Employer and employee mutually agree, and employee may use his or her car in the service of Employer. He/she shall be reimbursed at the rate of forty three cents (43¢) 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 often dollars (\$10) for breakfast, fifteen dollars (\$15) for lunch, twenty five dollars (\$25) for dinner for a total of fifty dollars (\$50). 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 (DSS)

- 19.01 The Employer agrees to pay on behalf of all DSS 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, Vision 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.

ARTICLE 20 - VACATION (DSS)

- 20.01 Vacation credits for DSS 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 ten (10) hours per completed month of active service to a maximum of one hundred and twenty (120) hours annually.

- (c) 6 - 10 years of continuous active employment, vacation is accrued at the rate of thirteen decimal three-three-three (13.333) hours per completed month of active service to a maximum of one hundred and sixty (160) hours annually.
- (d) 11 – 24 years of continuous active employment, vacation is accrued at the rate of sixteen decimal six-six-six (16.666) hours per completed month of active service to a maximum of two hundred (200) hours annually.
- (e) 25 years and more of continuous active employment, vacation is accrued at the rate of nineteen decimal nine-nine-nine (19.999) hours per completed month of active service to a maximum of two hundred and forty (240) hours annually.

DSS vacation credits will begin to accumulate when the employee begins work in the DSS position. DSS vacation credits are not retroactive to the start date of employment with the organization.

- 20.02
- (a) Employees shall be advanced their earned vacation credits as of April 1st of each year. On completion of the probationary period, new employees shall be advanced with pro-rated earned vacation credits in terms of the amount of active service in that year.
 - (b) Vacation leave shall be taken in the year in which it is deemed to be earned. In special circumstances, the Executive Director may grant permission to carry over vacation credits into the following year. Requests to carry forward vacation must be made in writing to the Executive Director for prior approval. Such approval shall be at the sole discretion of the Executive Director.
 - (c) Where an employee ceases to be employed prior to using his or her accrued vacation entitlement, the employee shall be entitled to pay in lieu of such vacation. Conversely, where an employee has used all his or her vacation and ceases to be an employee prior to the expiration of the vacation year, the Employer shall be entitled to set off against wages by withholding the equivalent amount from the employee's final pay.

20.03 The Employer shall endeavour to grant the chosen vacation where it is reasonable and practicable to do so. In the event that not all employees can be granted the same period of time seniority shall govern. It is recognized that the Employer has the sole discretion to schedule vacations.

20.04 (a) Vacation Leave Requests

All employees will submit requests for time off in the following manner:

Requests for January – June will be submitted by October 1st, to be approved by November 1st.

Requests for July – December will be submitted by April 1st, to be approved by May 1st.

It is understood that during the Christmas period, December 15th to January 5th, employees shall not be granted vacation leave although extenuating circumstances will be considered by the Employer upon written request by the employee.

Staff will prioritize the vacation weeks they wish to receive so that in the event of a vacation denial (per 20.03) their next choice may be considered for approval.

If staff fail to submit vacation requests for the year by March 1, vacation will be assigned by the Employer.

Vacation requests under this Article shall consist of no less than one week periods away from the workplace.

- (b) One week of vacation credits may be reserved to be taken in shorter periods subject to employer approval.

Staff will request vacation of less than one week 2 months in advance of the current posting if they choose to have the Employer cover their absence.

Short notice requests outside of 8 weeks will be covered by the employee utilizing our RTO form.

ARTICLE 21 - PAID HOLIDAYS (DSS)

- 21.01 (a) The following are designated as Paid Holidays for DSS employees:

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

- (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 DSS employee's regular day off, he/she shall be granted another day off in lieu of the holiday.
- 21.03 (a) When a DSS 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 within 3 months at a mutually agreed time. Such agreement shall not be unreasonably withheld.
- 21.05 In scheduling, staff shall receive Christmas and New Year's Day off unless otherwise agreed between the parties, that being the Union, the employee and the Employer.
- 21.06 DSS 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 April 1st and must be used within the following twelve (12) month period.
- 21.07 Holiday pay will be computed in accordance with the *Employment Standards Act*.

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. Scheduled hours of work shall be limited to forty (40) hours of work unless mutually agreed upon.

- (b) The normal hours of work for all DSS 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 eighty-eight (88) hours bi-weekly, the employee shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate for each hour of work in excess of eighty eight (88) hours during a pay period.
- (b) A DSS 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 to, between the employee and the Manager.
- (c) 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 Manager. It is the Employer's intention that overtime shall be subject to mutual agreement between the employee and his/her Manager whenever possible.
- (d) 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) DSP 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 Manager.
- 22.05 Schedules of days off and start-times shall be posted ten (10) days in advance of the month in which they apply. No changes shall be made to the final schedule unless mutually agreed upon by the Employer and Employee. The Manager will attempt to keep scheduling changes to a minimum and there will be no split shifts unless mutually agreed upon between the parties

- 22.06 Employees shall be contacted by the Manager if changes to schedules are made. The Employer shall reasonably accommodate employee wishes wherever possible to do so.
- 22.07 (a) 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 Manager.
- (b) Overnight and residential care staff remaining at work as per (a) above, shall be paid the DSP rate for all hours worked in excess of their shift.
- (c) When a DSS or DSP employee on the day shift is required to stay as per (a) above, the employee shall be compensated a stay premium of two dollars (\$2.00) per hour for each hour in excess of their shift.
- (d) When a DSS or DSP employee is required to stay overnight after an evening shift, they will be compensated at their regular rate of pay for all hours worked in excess of their shift.
- 22.08 The Employer may schedule residential care 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.
- 22.09 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 15th 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 assigned by reverse order of seniority one shift at a time on a rotational basis utilizing the entire available DSP bargaining unit. Scheduled hours of work shall be limited to forty (40) hours of work unless mutually agreed to.
- (d) The final schedule will be posted on the 18th 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.

- e) Where the employer and the union agree, subject to the approval of the Ministry of Labour where required, other arrangements regarding the number of hours between shifts maybe agreed to.

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

22.10 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 three (3) hours' pay at the shift rate.

ARTICLE 24 - DIRECT SUPPORT PROFESSIONALS (DSP)

24.01 (a) Vacation Leave Requests

All employees will submit requests for time off in the following manner:

Requests for January – June will be submitted by October 1st, to be approved by November 1st.

Requests for July – December will be submitted by April 1st, to be approved by May 1st.

It is understood that during the Christmas period, December 15th to January 5th, employees shall not be granted vacation leave although extenuating circumstances will be considered by the Employer upon written request by the employee.

Staff will prioritize the vacation weeks they wish to receive so that in the event of a vacation denial (per 20.03) their next choice may be considered for approval.

If staff fail to submit vacation requests for the year by March 1st, vacation will be assigned by the Employer.

Vacation requests under this Article shall consist of no less than one week periods away from the workplace.

- (b) One week of vacation credits may be reserved to be taken in shorter periods subject to employer approval.

Staff will request vacation of less than one week 2 months in advance of the current posting if they choose to have the Employer cover their absence.

Short notice requests outside of 8 weeks will be covered by the employee utilizing our RTO form.

- (c) All DSP's will receive two (2) weeks of unpaid vacation leave and three (3) weeks of unpaid vacation leave after five years of service.

Direct Support Professionals shall accumulate a percentage of their gross earnings as vacation pay as per the following chart:

Classification	1 year or less	1 – 5 years	At the completion of 5 years (6+)
Direct Support Professional	4%	5%	6%
Residential Care	4%	5%	6%
Overnight	4%	5%	6%

Note: Current DSP employees will be grand parented under this provision. (e.g. current employees will remain at 5% until year 10).

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 they are used. 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 DSP employees:

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

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

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

24.03 Paid Leave of Absence (DSP)

A one-time paid leave of absence (as calculated below) for DSP per year may be granted to an employee to attend to an emergency or extenuating circumstances including professional appointments and family emergencies. It is understood that employees will make every effort to schedule personal appointment outside of working hours.

All of the regular hours worked by the employee in the four work weeks prior to the requested leave divided by 20.

Regular hours do not include any overtime or premium hours payable to an employee.

24.04 (a) Vision Care

Every two (2) years the Employer shall pay up to two hundred and fifty dollars (\$250.00) for all DSP employees and their dependents, to a

maximum of eight hundred dollars (\$800.00) per family for Vision Care (eye exams, lenses, and frames). 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.

Probationary employees are only entitled to use the benefit upon completion of probation.

(b) Direct Support Professional Health Benefit

Upon completion of probation all Direct Support Professional employees will receive an annual amount of three hundred dollars (\$300.00) toward the cost of prescription drugs as of April 1st, 2019.

24.05 Sick Leave - See Articles 17.03 and 17.04

24.06 Where a DSP employee is upgraded by the Employer to a DSS position, the employee shall be subject to a trial period of six (6) months duration as outlined in Article 15 of this Agreement.

24.07 Direct Support Professionals who are assigned the duties of a Direct Support Supervisor position on a temporary assignment basis will be compensated at the Direct Support Supervisor rate, excluding Health and Welfare benefits. (Article 19.01)

24.08 Direct Support Professionals shall be given the first opportunity to temporarily replace employees who are on a leave of absence for up to six (6) months or where the end date is undetermined. The employee shall remain in the temporary assignment for the duration of the assignment. The temporary assignment may be extended by mutual agreement between the employee and management. The employee shall return to a position with comparable hours within their former classification at the end of the temporary assignment.

24.09 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.

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 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.

The record of an employee shall not be used against him/her at any time after eighteen (18) months following suspension or disciplinary action providing there have been no intervening incidents of suspension or disciplinary action.

25.05 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 sixty dollars (\$60.00) 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 (60) 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

- a) New employees must have Emergency First Aid/CPR 3 year certification level C and CPI as a requirement of employment.
- b) When an employee is required to participate in Emergency First Aid/CPR (3 year certification Level C) Training, re-certification training and CPI training, the Employer shall pay the cost of the registration fees. The employer reserves the right to deny unreasonable registration costs. All staff are responsible to ensure that their First Aid, CPR and CPI is current and a copy of the certification is given to Management.

Employees will be compensated at their regular rate of pay for all in class hours as indicated on the invoice.

- c) Existing employees will be required to obtain new qualifications or credentials if legislated. They must continue to participate in skill development as required to fulfill the duties of their job at the employer's expense.

27.06 Hepatitis "B" Immunization

The Employer shall reimburse the cost of Hepatitis "B" immunization to any employees with proof of payment upon completion of probation.

ARTICLE 28 - TERM OF AGREEMENT

28.01 This Agreement, as amended by these agreed-to changes, shall remain in effect to March 31, 2021, 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.

DATED the 9th day of September, 2019.

**FOR MADAWASKA VALLEY
ASSOCIATION FOR COMMUNITY**

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Monica Symach

[Signature]

Terri Reis

[Signature]
Kelly Horlock

[Signature]
S. Nield

[Signature]
Wendy [unclear]

SCHEDULE "A" – WAGE SCALE

The employer agrees to provide a signing bonus to employees employed with the employer at the time of ratification of this agreement, of six hundred (\$600) for each employee with five (5) or more years of seniority and three hundred and fifty dollars (\$350) for each employee with less than five (5) years seniority, but excluding probationary employees.

Effective upon ratification

GWI effective on April 1, 2019

Classification:	Start	1	2
		After one year	After 2 years
Direct Support Supervisor	20.83	23.11	23.28
Direct Support Professional	17.55	19.47	19.61
Residential Care	15.89	17.63	17.76
Overnight	14.23	15.62	15.74

GWI effective on April 1, 2020

Classification:	Start	1	2
		After one year	After 2 years
Direct Support Supervisor	21.17	23.45	23.62
Direct Support Professional	17.84	19.76	19.90
Residential Care	16.15	17.89	18.02
Overnight	14.46	15.85	15.97

Note #1: Pay Equity has been achieved as of 2006.

Note #2: New wages will be effective April 2019, however, there will be no retroactive payments as per Article 28.

Note #3: Employees will have automatic yearly wage grid progression.

LETTER OF UNDERSTANDING #1

RE: DSS EMPLOYEES WORKING ON WEEKENDS

DSS 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:

DSS 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

DATED the 9th day of September, 2019.

**FOR MADAWASKA VALLEY
ASSOCIATION FOR COMMUNITY**

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Monica Lyman

[Signature]

Lerliken

[Signature]

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 workers whose hours of work are dependent upon the need for replacement of DSS and DSP 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 DSP or DSS position as defined in Article 2.02 or 2.03 of the Agreement, where such hours would have the effect of eliminating DSS or DSP positions.
- 3. It is agreed that the Casual relief pool shall not exceed five (5) individuals.

DATED the 9th. day of September, 2019.

**FOR MADAWASKA VALLEY
ASSOCIATION FOR COMMUNITY**

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Monica Fyfe

Leticia Reis

[Signature]

[Signature]

[Signature]

[Signature]

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.

DATED the 9th day of September, 2019.

**FOR MADAWASKA VALLEY
ASSOCIATION FOR COMMUNITY**

Monica Lyman

Leslie Klein

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

[Signature]

[Signature]

Kelly Norlock

LETTER OF UNDERSTANDING #4

The parties agree that in the event a person or their family seeks to purchase hours of support from the Employer through the use of passport funding, the Employer shall offer such work to bargaining unit employees and all provisions of the Collective Agreement will apply.

DATED the 9th day of September, 2019.

**FOR MADAWASKA VALLEY
ASSOCIATION FOR COMMUNITY**

Monica Lynn

Linda Reis

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

[Signature]

[Signature]
Kelly Trochuk

LETTER OF UNDERSTANDING #5

RE: SCHEDULING PROCEDURES

The parties agree that when shifts are being assigned, after all "offers to cover" [see 22.09 (c)] have been awarded, each available staff, subject to operational requirements, will receive no more than two assigned shifts per posting period. Once the final schedule is posted swaps or drops will be considered.

Each staff person may block one day per scheduling period as N/A (not available) without having to use vacation time to secure this day off. Staff will identify this day on Comvida before noon on the 15th of each month. If more than one day is entered N/A before the 15th, none of them will be considered. This N/A may not be used on a statutory holiday. If you need to be assured of a statutory holiday off, you will still need to use a vacation request and follow the procedure (20.01 or 24.01). If there are too many requests for the same day off, and we are unable to staff our locations, people who requested the day off, will be assigned by reverse seniority.

DATED the 9th day of September, 2019.

**FOR MADAWASKA VALLEY
ASSOCIATION FOR COMMUNITY**

Monica Symack

Zeshi deir

**FOR ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

[Signature]

[Signature]

[Signature]
