

Collective Agreement

OFFICE OF
OCT 10 2000
COLLECTIVE BARGAINING
INFORMATION

between

**Ontario Public Service Employees Union
and its Local 664**

AND

**Access Better Living/Vie Independante Et Enrichie Inc.
Professional & Service
Full time/Part time**

Duration: April 1, 1999 TO: March 31, 2002

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Received - employer	<input type="checkbox"/>
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PREAMBLE

The general purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union. The agreement is also to provide a method of settling differences and grievances which might arise, so as to maintain harmonious relations between the Employer and all employees covered by this Agreement.

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in two (2) separate and distinct bargaining units, described below:

Bargaining Unit A - Full-Time

All employees of Access Better Living/Vie Independante et Enrichie Inc. within the Regional Municipality of Timmins, save and except co-ordinators, persons above the rank of co-ordinator, office and clerical employees, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

Bargaining Unit B - Part-Time

All Employees of Access Better Living/Vie Independante et Enrichie Inc. within the Regional Municipality of Timmins regularly employed for not more than twenty-four (24) hours per week, save and except co-ordinators, persons above the rank of co-ordinator, office and clerical employees.

- 1.02 It is agreed that the word "employee" or "employees" wherever used in this agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.
- 1.03 Where the masculine pronoun is used in this agreement, it shall be deemed to include the feminine, and vice versa, where the context so requires.

- 1.04 a) A part-time employee shall be defined as a member of the bargaining unit who is regularly scheduled to work less than thirty (30) hours per week and who cannot decline to work when so scheduled. A part-time employee who has advised the Employer of availability above and beyond his regularly scheduled shifts shall be called for any additional shifts prior to the utilization of casual employees, unless this leads to overtime payment.
- b) A casual part-time employee is an employee who is scheduled by the Employer in accordance with their availability.
- c) Part-time employees normally work less weekly hours than do Full-time employees. Part-time employees who temporarily relieve Full-time employees shall retain Part-time employee status.
- 1.05 The Employer agrees to notify the Union, at the Union's Regional office, of the name, classification, department and status of new bargaining unit employees on the first of each month.
- 1.06 **Temporary Employees**
- a) Temporary employees are those hired for a specific term or project not to exceed one (1) year, or to replace an employee who is on an approved Leave of Absence, Disability, Sick Leave, Vacation, or to perform a special non-recurring task. This term may be extended up to a further year by mutual agreement between the Union and the employee and the Employer.
- b) Temporary employees shall be excluded from the terms and conditions of the Collective Agreement, except that Article 4 and Schedule "A" shall apply.
- c) It is understood that the release of the Temporary employee will be at the sole discretion of the Employer and the termination or release of the Temporary employee shall not be the subject of a Grievance or Arbitration.
- d) Part-time employees who are qualified will be given first opportunity for temporary full-time positions before temporary employees are hired.
- 1.07 **Government Employment Programs**
- a) Government employment programs may be available to the Employer from time to time, therefore the Employer may hire persons in accordance with the terms and conditions of the program and at a rate of pay stipulated by the Program.

Such persons shall not be included in the bargaining unit. When a program becomes available to the Employer, the Local Union Steward shall be notified as to the proposed duration, the persons to be utilized, the nature of the work to be performed, and the areas in which they shall be working.

- b) Persons employed under the aforementioned programs shall not displace bargaining unit employees nor shall they be paid higher rates of pay when performing jobs set out in Schedule "A".

1.08 **Probationary Employee**

A probationary employee is an employee who is serving a probationary period as set out elsewhere in this Agreement, and upon the successful completion of the aforementioned probationary period, shall obtain Full-Time or regular Part-Time status.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the management, supervision and direction of the work place is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this collective agreement.

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, direct, classify, transfer, promote, demote, lay off and discharge, suspend or otherwise discipline employees for cause, provided that a claim that an employee who has completed his probationary period has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- d) determine in the interest of the efficient operations and the highest standards of service, classifications, hours of work, methods of doing work and the working establishment for any service;

- e) generally to manage Access Better Living/Vie Independante et Enrichie Inc. and all the enterprises in which the Employer is engaged in all respects and in accordance with its obligations, and without restricting the generality of the foregoing, the location of machines, equipment to be used, the qualifications of employees, the assignment of work and the assignment of overtime work, locations of its enterprises, the sub-contracting of work, the extension limitation, curtailment or cessation of operations, the number of employees required, the schedules of work and vacations, reasonable standards of performance of all employees, and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his lawful activity or lack of lawful activity in the Union.
- 3.02 a) It is further agreed that there shall be no solicitation of members, collection of dues, other Union meetings, or Union activity on the premises of the Employer during working hours except as permitted by this Agreement, or specifically authorized by the Employer in writing.
- b) The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination or harassment against any employee by the Union or the Employer or by any employee against any other employee or person employed by the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry, place of origin, sexual orientation or political opinions.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer shall deduct an amount equivalent to regular monthly Union dues for the term of this agreement according to the following conditions:

- a) All employees covered by this agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- b) Union dues will be deducted from the employee's pay bi-weekly and the same shall be remitted by the Employer to the Union not later than the fifteenth (15th) of the month following deduction.
- c) The Employer agrees when forwarding Union dues to the Union's Head Office, 100 Lesmill Road, Toronto, Ontario M3B 3P8, Attention: Administrator of Operational Services, to submit a list indicating:
 - i) the names of those employees from whom deductions have been made;
 - ii) names and dates of hire of those employees hired in the preceding month; and
 - iii) names of those employees who terminated in the preceding month.A copy of the list will be submitted to the local representative of the Union.

- 4.02 a) Regular monthly Union dues referred to in this Article shall mean the regular monthly Union dues uniformly assessed to all the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.
- b) Changes in Union dues shall be forwarded to the Employer by registered mail or by fax and shall take effect in the month following the month in which they were received by the Employer.
- 4.03 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liabilities arising or resulting from the operation of this article.
- 4.04 A new employee will have the opportunity to meet with a representative of the Union designated by the Union and in the employ of the Employer 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. Such meetings shall be scheduled by the Employer and may be arranged

collectively or individually for employees by the Employer as part of the orientation program; it is understood such meeting shall not exceed fifteen (15) minutes.

4.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

4.06 **Bulletin Boards**

The Employer will provide bulletin boards for the posting of union notices. Union notices shall first be submitted to a representative of management for approval before posting, and the Union undertakes to remove out-of-date notices forthwith.

ARTICLE 5 - UNION REPRESENTATION

5.01 The Employer agrees to recognize a Grievance Committee composed of not more than two (2) employees (full-time and part-time).

5.02 a) The Employer agrees to recognize a Negotiating Committee of not more than two (2) employees (full-time and part-time).

b) The Employer agrees to recognize three (3) employees as Union stewards.

5.03 **Employee - Employer Relations Committee**

a) There shall be an Employee - Employer Relations Committee consisting of three (3) representatives of the Union, and three (3) representatives of the Employer. The Union will endeavour to select one representative from each department, but will not have more than 2 (two) representatives from a department. Additional guests may be invited by mutual agreement of the parties hereto. A Staff Representative of the Union may attend such meeting. The Committee shall meet at the request of either party to discuss matters of concern. Meetings shall be at a mutually agreeable time and place. It is expressly understood that this Committee shall not usurp the authority or duties of the Negotiation or Grievance Committees. Each party shall notify the other party of its proposed agenda at least ten (10) working days prior to the meeting. Where ten (10) days notice is not possible for a particular item, it may be addressed by mutual agreement of the parties.

- b) Employees shall attend at the meetings set out in (a) above without loss of regular pay and credits, including up to one (1) hour preparation time provided the employee has received prior written approval from her immediate supervisor. It is understood that such time spent at the meeting shall not be used for the calculation of overtime pay.

5.04 **Occupational Health and Safety Committee**

- a) There shall be a Joint Occupational Health and Safety Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. Additional guests may be invited by mutual agreement of the parties hereto. A Staff Representative of the Union may attend such meeting. The committee shall meet at the request of either party to discuss matters of occupational health and safety. The meeting shall be at a mutually agreeable time and place and/or in accordance with the Act. It is agreed that the criteria set out in the Occupational Health and Safety Act currently in force shall apply.
- 5.05 All committee members and stewards must have completed their probationary period.
- 5.06 For the purpose of this article, the name and position of each of the committee members and stewards, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such committee members, or stewards until it has been notified.
- 5.07 The Union acknowledges and agrees that members of such Committees and Stewards have their regular duties to perform in connection with their employment, therefore such members of Committees, and Stewards, shall not absent themselves from their place of duty until they have received permission from their immediate Supervisor.
- 5.08
- a) Negotiating Committee members shall attend at Negotiation meetings with the Employer without loss of pay or benefits.
 - b) The Grievance Committee, a Steward, and the Grievor may attend Grievance meetings set out elsewhere in this Collective Agreement without loss of regular pay or benefits.
 - c) The Union shall reimburse the Employer for any pay and benefits paid to employees over and above a total of four (4) days under (a) above.

d) The parties hereto agree to jointly bear the costs of any meeting rooms utilized for the purpose of negotiation meetings.

5.09 It is understood and agreed that either party may be represented or assisted by an outside representative at any meeting of the committees listed in Article 4, provided the other party receives prior notice.

5.10 a) Employees shall have the right to the assistance of OPSEU representatives at all times.

b) The Employer may require the attendance of an OPSEU representative at any meeting with employees.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

6.01 Neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strikes, sit-downs, slow-downs or any suspension of work against the Employer which shall in any way affect the operations of the Employer, nor shall the Employer nor any of its officers or officials engage in any lock-out. The words "strike" and "lock-out" shall have the meaning as set forth in the Labour Relations Act (Ontario) currently in force.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties to this Agreement that a Grievance of an employee shall be resolved as promptly as possible. For the purposes of this Article, "working days" shall not include Saturday, Sunday or paid holidays. The Grievance shall be signed and dated by the Grievor or Grievors. The Grievance Form shall also specify the nature of the Grievance, the remedy sought and the section or sections of the Collective Agreement allegedly violated.

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

7.03 A Grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step One - Complaint

An employee with a complaint shall discuss the matter with her immediate Supervisor outside the Bargaining Unit, within ten (10) working days of the circumstances giving rise to the complaint, or of the date on which the employee ought reasonably to have become aware of the circumstances. During this discussion the employee will inform the immediate Supervisor that such discussion shall be considered as a complaint under the Grievance Procedure of this Agreement. Her immediate Supervisor outside of the Bargaining Unit shall give her answer, in writing, within five (5) working days of the discussion of the complaint. Failing settlement of the complaint at Step One, within five (5) working days of the answer or deadline for giving the answer, the matter may be taken up as a written grievance at Step Two.

Step Two

Within five (5) working days following the decision under Step One, or when the decision ought to have been given, the employee must submit the written Grievance to the Executive Director. The Executive Director will meet with the Grievor, the Union Steward, if desired, and/or a Staff Representative of the Union, within ten (10) working days. A decision, in writing, will be rendered within (5) working days from the date of the Grievance meeting. In the event the decision of the Executive Director or her designate is not satisfactory to the Grievor, the Grievor may refer the matter of Arbitration, in accordance with the provisions of this Agreement. If no written request is received within ten (10) working days from the date of the decision under this Step, the Grievance shall be deemed to be settled.

7.04 **Group Grievances**

Where two (2) or more employees have identical grievance and each employee would be entitled to grieve separately, all such employees shall sign a grievance form and submit the grievance at Step 2 within ten (10) working days of the event giving rise to the grievance. The grievances shall be processed as one Grievance subject to all applicable provisions under the grievance procedure and the Union shall designate one employee to represent the Group.

7.05 Union Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application, or alleged violation of the agreement must be originated under Step 2 within fourteen (14) working days of the event giving rise to the grievance.

Failing settlement under Step 2 within fourteen (14) working days, it may be submitted to arbitration in accordance with Article 7. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

7.06 Discharge Grievance

A grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within seven (7) working days of the employee being notified of his discharge. Notwithstanding anything in this agreement, a probationary employee may be discharged at the sole discretion of the Employer and the discharge of a probationary employee shall not be subject to the grievance or arbitration procedure.

7.07 Employer Grievance

The Employer may present an Employer Grievance, which is a Grievance arising directly between the parties concerning the interpretation, application or alleged violation of the Collective Agreement by presenting the written Grievance to the Local Union Steward within ten (10) working days of the circumstances giving rise to the Grievance. The parties shall meet at a mutually agreeable time, which shall be within ten (10) working days of the Grievance to discuss the merits of the Grievance and the Union shall forward its answer to the Executive Director within five (5) working days of the meeting. Failing settlement at this stage, the Employer may refer the matter to Arbitration within seven (7) working days of the answer, or of the deadline for an answer, or when no meeting has taken place, within seven (7) working days of the date of the Grievance.

7.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee or employees involved.

- 7.09 If the Employer does not reply within the time limits stated in the article, the grievance may be submitted to the next step of the grievance procedure. In such cases, for the purposes of proceeding to arbitration the grievance shall be considered to have conformed to the requirements of the Grievance Procedure. Similarly, if the Union or the Grievor does not process the Grievance or proceed to the next step with the time limits, the grievance is deemed to be withdrawn.

ARTICLE 8 - ARBITRATION

- 8.01 If the Employer or Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this agreement, and at the same time name a nominee. Within seven (7) working days thereafter the other party shall name a nominee, provided, however that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) working days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a chairman.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

- 8.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.06 Each of the parties hereto will bear the expenses of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 8.07 (a) The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned and the parties hereto agree to waive Section 48 (1b) of the Labour Relations Act.
- (b) Time limits for processing of grievances may be extended where it is proven physically impossible for the grievor to present or proceed with his grievance or have someone else present or proceed with the grievance on his behalf. In any event, such extension will not exceed ten (10) additional working days.
- 8.08 If the parties agree in writing, a single arbitrator may be chosen and shall replace the Arbitration Board as set out in Article 8.01.

ARTICLE 9 – SENIORITY

9.01 a) **Probationary Period - Full-Time Employees**

A new employee will be considered on probation for the first five hundred and seventy-seven hours and a half (577.50) hours worked. Upon the successful completion of the probationary period, an employee will be credited with seniority commencing from the most recent date of hire. Releases or discharges of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Employer.

b) **Probationary Period - Regular Part-Time Employees**

A new regular part-time employee will be considered on probation until she has worked five hundred and seventy-seven and a half (577.50) hours. Upon the successful completion of the probationary period, a regular part-time employee will be credited with the aforementioned seniority and seniority shall continue to accrue on actual hours worked.

c) **Applicable To Full-Time Employees**

An employee who transfers from regular part-time to full-time status shall not be required to serve a probationary period where he has previously completed one since his date of last hire. Where no such probationary period has been served, the number of hours worked during the twelve months immediately preceding the transfer shall be credited toward the probationary period.

Applicable To Part-Time Employees

An employee who transfers from full-time to regular part-time status shall not be required to serve a probationary period where he has previously completed one since his date of last hire. Where no such probationary period has been served, the number of tours worked during the twelve months immediately preceding the transfer shall be credited toward the probationary period.

d) **Applicable To Full-Time Employees**

An employee whose status is changed from full-time to part-time shall receive credit for his full seniority and service. An employee whose status is changed from regular part-time to full-time shall receive credit for seniority on the basis of one (1) year equals 1750 hours worked and shall be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

Applicable To Part-Time Employees

An employee whose status is changed from part-time to full-time shall receive credit for his full seniority and service. An employee whose status is changed from full-time to regular part-time shall receive credit for seniority on the basis of one (1) year equals 1750 hours worked.

- e) With the written consent of the Employer, the probationary employee, and the President of the Local Union, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) working days prior to the expected date of expiration of the initial probationary period. Any extensions agreed to will be in writing and will specify the length of the extension.
- f) Casual employees shall serve a probationary period when their status is changed to regular part-time or full-time.

9.02 Seniority Lists

- a) Separate seniority lists of full-time, regular part-time and casual employees shall be prepared according to the records of the Employer on an annual basis and posted on or about March 1st of each year. Such lists shall be posted on the bulletin board and a copy sent to the Union. If an employee does not challenge the position of his name on the seniority list within the first twenty (20) working days from the date his name first appears on a seniority list, then he shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted he must object to his seniority standing within three (3) working days from the date he returns to work or receives the list.
Subsequent to the aforementioned provision, where the parties agree that there are errors in the seniority list, such errors may be corrected, however, where the seniority of any individual employee is adjusted under this provision, it shall have no retroactive effect whatsoever.
- b) The seniority rights of employees on any seniority list set out above, and lay off and recall rights of such employees shall be separate and distinct from employees on any other seniority list set out above.
- c) Part-time employees shall have their seniority expressed on the basis of hours worked.

ARTICLE 10 - LAY-OFF AND RECALL

- 10.01 For the purpose of lay-offs and recall to employment, seniority shall be defined as continuous service with the employer since the date of last hire by the employer, inclusive of vacations.
- 10.02 In the event of a lay-off employees with the least seniority within the classification in which the lay-off takes place shall be laid off first, provided that the employees who remain on the job then have the qualifications, skill and ability to perform the work.
- 10.03 An employee laid off pursuant to clause 11.02 shall have the option of either:
- a) accept the lay-off; or
 - b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off has the skills, ability and qualifications to perform the work in that position and requires no training other than orientation.
- 10.04 The displacement procedure prescribed by Article 10.03 shall permit a second displacement and the person displaced shall not have the right to displace another employee.
- 10.05 Employees shall receive notice of indefinite lay-off in accordance with the Employment Standards Act.
- 10.06 Where an equal or lower-rated position becomes available in the classification or classifications to which the lay-off occurred, employees who have been laid off shall be recalled to equal or lower rated classifications in the order of their seniority, provided they work, and have the skills, qualifications and ability to perform the available work.
- 10.07 An employee given notice of recall by registered mail shall have a minimum of five (5) working days notice to report to work from the date of registration. Employees who fail to return to work as prescribed by the Notice shall be deemed to have ceased their employment with the Employer.
- 10.08 a) No new employee shall be hired in the classifications in which a lay-off has taken place until laid-off employees have been given notice of recall and have failed or refused to return to work.

- b) In the event of a proposed lay-off, the Employer will provide the Union with notice.

10.09 **Loss of Seniority and Service**

An employee shall lose all seniority and service and shall be deemed to have been terminated for just cause if she;

- a) voluntarily resigns or retires;
- b) retires at the retirement age set by the Employer;
- c) is discharged and the discharge is not reversed through the Grievance and/or Arbitration Procedure;
- d) is laid off for six (6) months;
- e) fails to return to work upon the expiration of her Leave of Absence, or utilizes a Leave of Absence for purposes other than those for which the Leave was granted;
- f) is absent from scheduled work for a period of three (3) working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer in any calendar year;
- g) is absent from work due to illness, accident, or compensable injury for more than twelve (12) months;
- h) is absent from her place of work without permission and such permission shall not be unreasonably withheld;
- i) reports to work under the influence of illegal drugs, or consumes alcohol or illegal drugs during working hours.

ARTICLE 11 - TECHNOLOGICAL CHANGE

11.01 Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the Employer undertakes to meet with the union to consider the minimization of adverse effects (if any) upon the employees concerned. Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the union as set forth above and the requirements of the applicable legislation.

ARTICLE 12 - JOB POSTINGS

- 12.01 a) Where a permanent full-time vacancy occurs in a classification within the bargaining unit, or a new permanent full-time position in the bargaining unit is established by the Employer which the Employer requires to be filled, such vacancy shall be posted by the Employer for a period of seven (7) working days. Nothing herein shall prevent the Employer from temporarily filling any vacancy. The subsequent vacancy created by a successful applicant shall be posted. The third and subsequent vacancy shall be filled by the Employer.
- b) Temporary full-time vacancies of three (3) months duration or more and which duration is known by the Employer shall be posted in accordance with (a) above.
- c) In all cases of promotion, demotion (other than disciplinary demotion), and transfer, the following factors shall be considered:
- i) the seniority of the employees;
 - ii) the skill, ability, capability of assuming responsibility, experience and qualifications of the individual to fulfil the normal requirements of the job: Where factor ii) is to all intents and purposes equal as between two (2) or more employees, then their relative seniority ranking shall govern. Where there are no qualified employees as set out in ii) above, or no applicants, the Employer may hire from outside the bargaining unit.
- 12.02 An employee who is temporarily assigned by the Employer for two (2) consecutive working days or more to a job classification within the bargaining unit where the wage rate is higher than that of the job classification to which the employee is regularly assigned, she shall receive the higher wage rate for all hours worked in the higher classification. Employees who are demoted by reason of discipline, or as a result of a lay-off, shall receive the rate of the job to which they are assigned.

ARTICLE 13 - LEAVES OF ABSENCE**13.01 Personal Leave of Absence**

The Employer may grant a leave of absence without pay for legitimate personal reasons, provided such leave does not interfere with the continuance of the efficient

operations of the Employer, or impair quality client care. Application for such leave shall be made in writing where possible to the Employer as far in advance as possible, but in any event, at least two (2) weeks prior to the commencement of the leave. The application must clearly state the reasons for the leave of absence and duration of such leave. Personal leave of absence without pay may be granted verbally in emergency situations, however, the request for the leave of absence and the granting of same shall be confirmed in writing within seven (7) working days of the granting of such leave.

13.02 Union Leave

- (a) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employee (Full-time and Part-time) of twenty (20) days per year provided such leave does not interfere with the continuance of the efficient operations of the Employer or interfere with quality client care. The number of employees absent at any one time, if any, shall be determined considering the efficiency of the operations and the quality and continuance of care to the clients.
- (b) The Union agrees to provide three (3) weeks written notice of any leave request under (a) above.

13.03 Full-time Union Leave

Upon application by the Union, in writing, the Employer will grant a leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

13.04 Bereavement Leave

- a) all employees who have completed their probationary period will be granted three (3) consecutive days leave of absence without loss in pay to attend the funeral for a member of their immediate family. For the purposes of this article "immediate family" shall include spouse, common-law spouse, daughter, son, stepchildren, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law and father-in law.

- b) All employees will be granted one (1) day's leave of absence without loss in pay to attend the funeral of son-in-law, daughter-in-law, brother-in-law, sister-in-law.

13.05 **Jury Duty**

An employee who is required and reports for jury duty in any court of law, or is required by subpoena to attend a court of law in connection with a case arising from her duties at work shall attend such jury or witness duty with pay for all regular scheduled hours of work which the employee would otherwise have worked because of such attendance, provided the employee;

- a) informs the Employer immediately upon being notified the employee will be required to attend court;
- b) presents proof of service requiring the employee's attendance; and
- c) deposits with the Employer the full amount of compensation received for such jury duty or witness fees, excluding mileage, travelling and meal allowances, and an official receipt thereof.

13.06 **Pregnancy/Parental Leave**

- a) Employees will qualify for and receive Pregnancy and Parental leave in accordance with the Employment Standards Act currently in force.
- b) The leave set out in (a) may be extended to twelve (12) months without the accrual of seniority and without pay. Such extension shall be requested, in writing. In order to qualify for the extension, Employees must have completed one (1) year of service.
- c) the employee shall notify the Employer in writing two (2) weeks prior to the end of the approved leave of her/his intention to return to work.
- d) upon returning to work, the employee will be reinstated to the same position at the current wage level provided such position exists. Where such position does not exist, the employee shall utilize her/his seniority as she/he would in a lay-off situation.

13.07 Educational Leave

Where the Employer requires employees to take courses to upgrade or acquire new employment qualifications, other than courses or requirements of an Ontario Statute, the Employer shall pay tuition costs and text book costs upon proof of attainment.

13.08 Effect of Absence Applicable to Full-Time Employees

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. Seniority will accrue and the Employer shall continue its contributions to the Welfare Benefits during Pregnancy/Parental Leave, in accordance with the Employment Standards Act currently in force.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence, except that the Employer will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of W.S.I.B. benefits. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous calendar days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding the above, seniority shall accrue during maternity and adoption leave or for a period of six (6) months if an employee's absence is due to a disability resulting in Worker's Safety Insurance Board benefits.

ARTICLE 14 - WAGES

14.01 For the purpose of calculating any benefit under this agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" and "B" Wage Rates of this collective agreement.

14.02 Where an employee is permanently transferred or temporarily transferred in accordance with Article 12.02 to a higher rated job classification within the bargaining unit, he shall receive not less than the rate that he was receiving at the time of the transfer, or the start rate of the job into which he is being transferred, whichever is higher, and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".

14.03 New Classifications

When a new classification (which is covered by Article 1 of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after the receipt of notice from the Employer of the new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer or the date on which the incumbent commenced work in the newly created classification, whichever is earlier.

ARTICLE 15 - PAID HOLIDAYS

15.01 a) A regular full-time employee who qualifies under Article 15.03 hereunder shall receive the following paid holidays.

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

b) Regular full-time employees who commence full-time employment on or before January 1 of each year shall be entitled to one (1) floating holiday which may be

taken after February 1, at a time mutually agreed between the employee and the employee's immediate Supervisor. It is understood that such floating holiday may not be carried over to the next calendar year.

In the event that the Government of Ontario declares Heritage Day or some other day as a proclaimed statutory holiday, such day so proclaimed shall replace the floating holiday.

15.02 The Employer may substitute a lieu day off with pay for any of the normal holidays set out in Article 15.01, and such lieu day shall replace the named holiday for the purposes of this Article. Lieu days shall be scheduled at a time mutually agreed between the employee and her immediate Supervisor in the year in which it occurs.

15.03 An employee does not qualify for holiday pay, or a lieu day off with pay, as the case may be, if the employee;

- a) does not work on twelve (12) days of the four (4) weeks preceding the holiday.
- b) does not work on her scheduled day of work preceding and following the holiday (holiday refers to the calendar holiday) or the lieu day off as the case may be;
- c) if employed under an arrangement where she may elect to work or not when requested to do so.

It is understood that full-time employees shall qualify for holiday pay if the holiday falls during the vacation period or during a period of hospitalization.

15.04 An employee required to work on any of the named holidays in Article 15.01, and where the Employer has not substituted a day off in lieu of the holiday, such employee shall be paid for work performed on such holiday at the rate of one and one-half (1½) times her applicable hourly rate in addition to holiday pay, provided she has qualified for same in accordance with Article 15.03.

15.05 Holiday pay and sick leave pay or payment under any Insurance Plan or compensation, shall not be duplicated, and where the employee is receiving payment under any of the aforementioned conditions, holiday pay shall not be paid.

15.06 If a paid holiday falls during an employee's regular day off, another day off shall be mutually scheduled, provided the employee qualifies for the holiday pay.

15.07 Part-time employees, casual employees and temporary employees shall receive holiday pay in accordance with the Employment Standards Act currently in force.

15.08 A shift that begins or ends during the twenty-four (24) hour period of the above-mentioned holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE 16 - VACATIONS

16.01 The cut-off date for the purpose of determining vacation entitlement is January 1st in each year (effective January 1, 1998). Regular full-time employees shall be entitled to vacation with pay based on the length of active service as at January 1 in each year, as follows:

Note: The implementation of same must not add to or delete entitlement nor increase the Employer's cost.

- a) Employees with less than one (1) year of active service as at January 1 will be eligible for vacation time off and vacation pay on a pro-rata amount of the vacation entitlement set out in (b) below.
- b) Employees with more than one (1) year of active service but less than two (2) years of active service as at January 1, shall be entitled to two (2) weeks vacation with pay at their regular rate of pay.
- c) Employees with two (2) years of active service as at January 1 shall be entitled to three (3) weeks vacation with pay.
- d)
 - i) Effective on Ratification: Full-time employees with twelve (12) or more years of active service as at January 1 shall be entitled to four (4) weeks vacation with pay at their regular rate of pay.
 - ii) Effective April 01, 2000: Full-time employees with eleven (11) or more years of active service as at January 1 shall be entitled to four (4) weeks vacation with pay at their regular rate of pay.
 - iii) Effective April 01, 2001: Full-time employees with ten (10) or more years of active service as at January 1 shall be entitled to four (4) weeks vacation with pay at their regular rate of pay.

16.02 Employees shall not receive vacation days off until their probationary period has been completed.

- 16.03 Vacation time shall be allotted considering the wishes of the employees and the efficiency of the operations of the Employer. Where more employees than can be accommodated in a given schedule desire the same vacation date, the senior employee shall prevail, provided it does not interfere with the efficient operation of the Employer. It is understood that of necessity, the Employer must reserve the final decision as to the scheduling of vacations.
- 16.04 Where an employee's scheduled vacation is interrupted due to a serious illness beyond the control of the employee requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. It will be the employee's responsibility to provide adequate proof of such hospitalization to the Employer. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits and the remaining vacation shall be rescheduled or paid-out at the option of the employee concerned within the vacation year.
- 16.05 A full-time employee shall receive an extra day of vacation with pay when a paid holiday falls during the vacation period. Employees may carry over one (1) week of vacation from one year to the next.
- 16.06 Part-time, casual and temporary employees shall receive vacation pay in the amount of four percent (4%) of their annual gross earnings. Vacation pay shall be paid on the first pay day in December of each year.
- 16.07 Should a part-time, casual or temporary employee become a regular full-time employee, effective service for the purposes of determining vacation entitlement shall commence on the date the employee commenced work as a regular full-time employee.
- 16.08 Part-time employees shall be entitled to two (2) unpaid weeks of vacation per year upon written request which shall be scheduled in accordance with 16.03. Such request shall not be unreasonably denied. Such vacation can be taken at whatever increment the employee so chooses.

ARTICLE 17 - HOURS OF WORK - 7.5 HOUR SHIFT

- 17.01 The Employer does not guarantee to provide employment or work or schedules of work for normal hours, or work or schedules of work for any other hours.
- 17.02 The normal hours of work for all regular full-time employees shall be seven and one-half (7½) hours per day excluding an unpaid lunch period to be scheduled by the Employer.
- 17.03 Employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7-1/2) hour shift.
- 17.04 Overtime worked in excess of seventy-five (75) hours on a bi-weekly basis shall be paid at the rate of one and one half (1-½) times the employee's regular hourly rate for each overtime hour worked. It is understood that time spent for training purposes or staff meetings shall not be used to calculate overtime.
- Note:** For clarity a day paid by the employer shall be deemed a day worked for the purpose of calculating overtime.
- 17.05 It is understood and agreed that there will be no duplication of premiums under this agreement nor pyramiding of overtime.
- 17.06 It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa to which the other provisions of the article dealing with hours of work and overtime do not apply. Notwithstanding the foregoing, straight time wages will be paid for additional hours worked as a result of a changeover from Daylight Saving Time to Standard Time.
- 17.07 **Respite Care Workers**
Effective January 1, 1999, Respite Care Workers shall receive seventeen (17) hours pay at the regular rate of pay for each twenty-four (24) hours of assignment where such assignment is completed. Effective April 1, 2000, Respite Care Workers shall receive eighteen (18) hours pay at the regular rate of pay for each twenty-four (24) hours of assignment where such assignment is completed.
- 17.08 Employees may exchange shifts subject to the approval of the Employer and provided such exchange does not result in overtime or premium pay.

17.09 Overtime may be banked provided the employee notifies the Employer, in writing. An employee may take the banked overtime as time off with pay at a mutually agreeable time between the Employer and the employee. Banked time must be taken within six (6) months of the time it is earned or it will be paid out.

ARTICLE 18 - REPORTING PAY

18.01 All employees who report for a scheduled shift shall be guaranteed at least four (4) hours pay or their scheduled hours, whichever is less, unless the employee has been advised not to report to work, or the employee is reporting to work after an illness or absence without first advising the Employer that they are returning to work. The Employer must receive notice that an employee is able to return to work from an illness or injury by 3:00 p.m. of the day preceding the day on which the employee is able to return.

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

19.01 The Employer shall enrol employees in the following insurance plans and the Employer and the Employees shall make the necessary contributions to the premium costs, as follows:

- a) Life Insurance - two times (2 x) annual salary. One hundred per cent (100%) of premium paid by the Employer.
- b) AD&D (basic). One hundred per cent (100%) of premium paid by the Employer.
- c) Dependant Life - spouse \$5,000, each child \$2,500. One hundred per cent (100%) of the premium paid by the Employer.
- d) LTD - sixty-six and two third per cent (66-2/3%) of monthly salary to a maximum of \$3,300. One hundred per cent (100%) of the premium paid by the employee.
- e) Extended Health and Vision Care - twenty-five dollars (\$25) deductible per year, vision care one hundred dollars (\$100) every twenty-four (24) months. One hundred per cent (100%) of the premium cost of the single rate paid by the Employer. Employees who wish the family rate will pay the difference between the premium cost of the single and family rate. Effective from date of ratification, the Employer shall pay the twenty-five dollars (\$25) deductible.

- f) Dental (Basic) - twenty-five dollars (\$25) deductible, \$1,500 maximum per year, current ODA fee scale. One hundred per cent (100%) of the premium cost of the single rate paid by the Employer. Employees who wish the family rate will pay the difference between the premium cost of the single and family rate. Effective April 1, 1993, the Employer shall pay the twenty-five dollars (\$25) deductible.

19.02 Employees shall be enrolled in the Insurance Plans in accordance with the plan. It is understood that the aforementioned plans are administered solely by the insurance carrier, and the Employer reserves the right to substitute insurance carriers for any plan mentioned above, provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon a request by the Union, the Employer shall provide to the Union full specification of the Insurance Plans contracts for and in effect for the employees covered herein.

19.03 The Employer's contribution to the above plans shall cease when:

- i) the employee is on strike,
- ii) the employee is on lay-off,
- iii) as set out in Article 13.08.

19.04 **Effective April 1, 2000**

Part-time employees shall receive life insurance paid by the Employer in the amount of \$25,000.00 term. This clause shall be implemented upon acceptance by insurance carrier. New hires will qualify after six (6) months employment.

ARTICLE 20 - SICK LEAVE (Full-time employees only)

20.01 All regular full-time employees who have completed their probationary period shall receive six (6.5) days sick leave per calendar year effective April 1, 2000. Effective April 1, 2001 sick leave entitlement shall be increased to eight and a half (8.5) days per calendar year. On January 1 of each year, one hundred per cent (100%) of the unused sick days may be carried over into a sick leave bank.

20.02 In the event that a regular full-time employee resigns or retires, the employee will be entitled to payment for one half (½) the unused sick leave bank.

20.03 In order to receive sick leave pay, employees shall complete the Sick Leave Claim Form, Appendix "A" attached hereto. The Physician's Certificate shall be completed upon three (3) consecutive days absence or where the Employer suspects abuse, after so advising the Union. The Union agrees to co-operate with the Employer to prevent abuse of sick leave.

ARTICLE 21 - MISCELLANEOUS

21.01 The Employer will share the cost of printing of this agreement with the Union on an equal share basis.

21.02 When implementing any change in rules or policies which affect employees covered by this Agreement, the Employer will provide copies to the Union.

21.03 Resignation

Employees who wish to resign their position must give the Employer a minimum of two (2) weeks written notice of their intention to resign. Employees who fail to provide such written notice shall receive vacation pay owing in accordance with the Employment Standards Act and shall not receive any payment pursuant to Article 20.02.

21.04 Medical Examinations

If required by the Employer, in order to establish an employee's fitness to continue to work, or return to work following an injury or illness, employees shall agree to a Medical Examination by a qualified Medical Practitioner of the employee's choice. Should the employee not make a choice, the Employer shall name a Medical Practitioner and the employee agrees to be examined by such Medical Practitioner.

The expense of same shall be borne by the Employer, where such is not covered by O.H.I.P. Employees agree to submit to any medical examination or medical procedure required by Statute from time to time.

21.05 Kilometre Allowance

The Employer shall pay to an employee when required to use their own vehicle on behalf of the employer an allowance of twenty-nine (.29¢) per kilometre.

21.06 Employees working unscheduled overtime in excess of (5) five hours shall receive a (fifteen) \$15.00 meal allowance.

21.07 The employer shall provide transportation home when required by an employee and approved by the Employer for an employee who works unscheduled overtime.

ARTICLE 22 - ACCESS TO FILES

- 22.01 a) A copy of any completed evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add his/her own views to such evaluation prior to it being placed in his/her file. A copy of the evaluation will be provided to the employee at his/her request at the time of evaluation.
- b) Each employee shall have reasonable access to his/her file for the purpose of reviewing any evaluation or formal disciplinary notations therein, in the presence of his/her supervisor. Employees who review the contents of their file shall not remove, destroy or alter any of the contents therein.
- c) **Letters of Reprimand**
Two years after a warning, which includes a letter of reprimand and/or suspension, has been issued, except the warning which indicates that a recurrence of a similar and/or a related infraction may result in the termination of employment, the warning so given shall not be considered in subsequent disciplinary action, and will be removed from the Employee's employment record, provided that the employee's record is free of any further discipline during that two (2) year period.

ARTICLE 23 - TERM OF AGREEMENT

23.01 This agreement shall remain in full force and effect until March 31, 2002 and shall continue in force from year to year thereafter unless no more than ninety (90) days before the date of termination either party furnishes the other with notice of termination or of proposed revision to the agreement.

23.02 Negotiations shall commence within the aforementioned ninety (90) day period. In the event such notice is served this Agreement and all its terms will continue in force until a No Board Report has been issued, or a Memorandum of Agreement has been ratified, whichever occurs first.

ARTICLE 24 - RETROACTIVELY

24.01 Should there be retroactively as set out in the Note to Schedule "A", it shall apply to all Employees at the date when approval is received by the Employer as set out in the Note and shall apply to all hours worked.

All other items are effective on the date of ratification or as elsewhere set out in this Agreement.

24.02 Retroactively shall apply to Union dues.

DATED AT TIMMINS, ONTARIO, THIS 23 DAY OF May, 2000

SIGNED FOR AND ON BEHALF OF
ACCESS BETTER LIVING

SIGNED FOR AND ON BEHALF OF
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION, LOCAL 664

[Handwritten Signature]

K. P. [Handwritten Signature]

Kelly Garesa

A. Turgeon

Marilyn Martin

A. Arcand

[Handwritten Signature]

[Handwritten Signature]

Leah [Handwritten Signature]

EXTENDED SHIFT AGREEMENT

LETTER OF AGREEMENT

1. Extended shift schedule shall apply to Complex employees.
2. The normal standard work day shall be 11 hours excluding unpaid lunch periods scheduled by the Employer.
3. Overtime shall be paid for all hours worked in excess of the bi-weekly regular scheduled hours in accordance with 17.04.
4. **Rest Periods**
Employees shall be entitled, subject to the exigencies of client care, to two (2) relief periods during the shift on the basis of fifteen (15) minutes per rest period.
5. **Sick Leave**
All full-time employees who have completed their probationary period shall receive 37.5 hours of such leave with pay per calendar year, effective January 1, 1998; and 41.25 hours effective January 1, 1999, such leave will be pro-rated in the year in which the extended shift schedule is implemented.

6. **Paid Holidays**

Holiday pay shall be seven and one half (7.5) hours at the employees normal hourly rate, where applicable for each paid holiday.

7. Vacation entitlement set out in Article 16.01 will be converted to hours on the basis of thirty seven and one half (37.5) hours per week of vacation entitlement.

8. The extended shift schedule shall be implemented on January 5, 1998.

9. The Extended Shift Schedule shall be implemented on a trial basis for a 30 week period. Upon the expiration of the trial period either the Union or the Employer may cancel the extended schedule with written notice to the other party and hours of work set-in the Collective Agreement shall be re-established.

DATED AT TIMMINS, ONTARIO THIS 23 DAY OF May, 20 00.

[Signature]

K. Dine

Kelly Jones

A. Jones

Marilyn Morris

A. Arcand

[Signature]

LETTER OF INTENT

POLICY – STATUTORY HOLIDAY

The Union and the Employer agree that an employee may;

1. Take the whole shift off and get paid 7.5 hours;

or

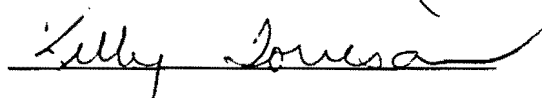
2. Take the whole shift off by booking the statutory holiday and the remainder in vacation or lieu time in order to be paid for the whole shift.

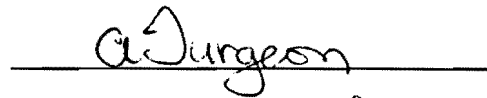
SIGNED FOR AND ON BEHALF OF
ACCESS BETTER LIVING

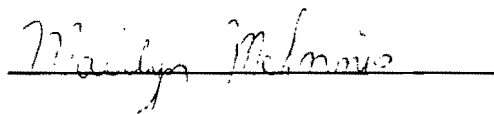
SIGNED FOR AND ON BEHALF OF
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION, LOCAL 664

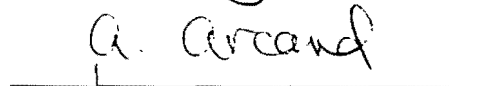














APPENDIX "A" - SICK LEAVE CLAIM FORM

1. EMPLOYEE SICK LEAVE CLAIM FORM

I hereby claim sick leave pay and certify that my absence from work was necessitated by (sickness) or (accident)

from.....to.....inclusive.

Total daysDated, 20.....

.....
Employee's Signature

2. PHYSICIAN'S CERTIFICATE (where required by Employer)

I, the undersigned, duly registered and qualified medical practitioner, certify that _____ was under my care for _____ day(s) due to the above (sickness) (accident) which necessitated the absence from work.

Dated, 20.....

Physician's Signature

3. PHYSICIAN'S CERTIFICATE (return to work)

I, the undersigned, duly registered and qualified medical practitioner, certify that _____ is medically able to return to work and perform normal duties on

_____. 20__.

Dated, 20.....

Physician's Signature

4. FALSIFICATION

Falsification of any information required on this form will result in the loss of pay for the day(s) claimed and will result in disciplinary action up to and including dismissal.

SCHEDULE 'A'CLASSIFICATIONS AND HOURLY RATES OF PAYEFFECTIVE APRIL 1, 2000

<u>Classification</u>	<u>Start</u>	<u>After 577.5 hours</u>	<u>After One year</u>
Independent Living Assistant (Full-time)	12.67	13.16	13.77
	<u>Start</u>	<u>After 577.5 hours</u>	
Independent Living Assistant (Part-time/Casual)	12.52	12.80	
Outreach Worker (Part-time/Casual)	12.67	13.47	
Respite Care Worker (Casual)	12.30	12.86	

SCHEDULE 'A'CLASSIFICATIONS AND HOURLY RATES OF PAYEFFECTIVE APRIL 1, 2001

Classification	<u>Start</u>	<u>After 577.5 hours</u>	<u>After One year</u>
Independent Living Assistant (Full-time)	12.93	13.42	14.05
	<u>Start</u>	<u>After 577.5 hours</u>	
Independent Living Assistant (Part-time/Casual)	12.78	13.06	
Outreach Worker (Part-time/Casual)	12.93	13.73	
Respite Care Worker (Casual)	12.54	13.12	

MEMORANDUM OF BASIS FOR SETTLEMENT

Between:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL 664
(Hereinafter referred to as "The Union")

and

ACCESS BETTER LIVING/VIE INDEPENDANTE ET ENRICHIE INC.
(Hereinafter referred to as "The Employer")

The Negotiating Committees of the Employer and the Union agree to recommend this memorandum of basis for settlement to their respective principles as settlement of all outstanding items in the renewal of the Collective Agreement as follows:

A. All items in the current Collective Agreement are renewed as hereinafter provided.

1. Term April 1, 1999 to March 31, 2002.
2. Paragraph 5 from Employer offer for settlement April 26, 1999.
3. Delete Letter of Intent on page 42 and Letter of Agreement on page 43.
4. Based on the following rates - increases as follows:

ILA (Full-time)	\$13.63/hr
ILA (Part-time)	\$12.67/hr
Outreach Worker (part-time/casual)	\$13.34/hr
Respite Care Worker (casual)	\$12.73/hr

- a) effective April 1, 2000 1%
- b) effective April 1, 2001 2%

5. Items attached hereto as follows:
 - (i) 3.02(b)
 - (ii) 5.03(b)
 - (iii) 9.02
 - (iv) 16.08
 - (v) 21.05

- 6. Effective April 1, 2000
New 19.04
Part-time and casual employees shall receive life insurance paid by the Employer in the amount of \$25,000.00 term. This clause shall be implemented upon acceptance by insurance carrier. New hires will qualify after six (6) months of employment.
- 7. Effective April 1, 2000 delete "17 hours of pay" in Article 17.07 and substitute "18 hours of pay".
- 8. Part-time employees shall accumulate seniority while attending Employer Sponsored Training Programs.
- 9. Letter of Intent
The parties agree to establish a committee consisting of Two (2) representatives appointed by the Union and Two (2) representatives appointed by the Employer to review Complex schedules and shall meet at a mutually agreeable time.
- 10. Article 20.01
Effective April 1, 2000 6.5 sick days
Effective April 1, 2001 8.5 sick days

DATED AT TIMMINS, ONTARIO, THIS 23 DAY OF May, 1999.

11. All items are effective on ratification or except as herein set out.

SIGNED FOR AND ON BEHALF OF
ACCESS BETTER LIVING

SIGNED FOR AND ON BEHALF OF
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION, LOCAL 664

[Signature]

a. Jeyson

Kelby Jonesan

K. P. [Signature]

[Signature]

[Signature]

P. Arcand

[Signature]



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