

# **Collective Agreement**

---

**between**

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

**and**

**Access Better Living Inc./Vie Indépendante et Enrichie**

**Professional & Service  
Full-Time and Part-Time**

---

**DURATION: April 1, 2015 – March 31, 2019**



Sector 8  
6-664-5278-20190331-8



## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – RECOGNITION .....	1
ARTICLE 3 – DEFINITIONS .....	1
ARTICLE 4 - MANAGEMENT RIGHTS .....	3
ARTICLE 5 – NO DISCRIMINATION.....	4
ARTICLE 6 – UNION SECURITY .....	5
ARTICLE 7 – COMMITTEES.....	6
ARTICLE 8 – NO STRIKES OR LOCKOUTS.....	9
ARTICLE 9 – GRIEVANCE PROCEDURE.....	10
ARTICLE 10 – ARBITRATION .....	12
ARTICLE 11 – SENIORITY .....	14
ARTICLE 12 – LAYOFF AND RECALL .....	15
ARTICLE 13 – TECHNOLOGICAL CHANGE.....	17
ARTICLE 14 – JOB POSTINGS .....	17
ARTICLE 15 - LEAVES OF ABSENCE .....	18
ARTICLE 16 – WAGES/CLASSIFICATIONS .....	21
ARTICLE 17 – PAID HOLIDAYS .....	22
ARTICLE 18 – VACATION .....	23
ARTICLE 19 – HOURS OF WORK .....	26
ARTICLE 20 – SCHEDULING .....	26
ARTICLE 21 – OVERTIME.....	29
ARTICLE 22 – REPORTING PAY .....	30
ARTICLE 23 – HEALTH AND WELFARE BENEFITS (FULL-TIME EMPLOYEES ONLY – 23.01, 23.02 and 23.03) .....	30
ARTICLE 24 – SICK LEAVE.....	32
ARTICLE 25 – NOTICE OF TERMINATION .....	33
ARTICLE 26 – EVALUATIONS AND ACCESS TO FILES .....	33
ARTICLE 27 - MISCELLANEOUS.....	34
ARTICLE 28 - WAGES.....	36
ARTICLE 29 – DURATION.....	36
APPENDIX "A" - SICK LEAVE CLAIM FORM .....	38
APPENDIX "B" – LETTER OF UNDERSTANDING – ADDITIONAL FUNDING GRANTS .....	39
SCHEDULE "A" – WAGE SCHEDULE.....	40



## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and all employees represented by the Union and to provide a means for the prompt settlement of disputes.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Access Better Living/Vie Indépendante et Enrichie Inc. within the Regional Municipality of Timmins, save and except co-ordinators, office and clerical employees, students employed during the school vacation period and persons above the rank of co-ordinator.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 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 herein before defined. 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.

3.02 **Full-Time Employee:**

A full-time employee is an employee who is normally scheduled to work up to seventy-seven (77) hours in a two (2) week period.

A ‘Day’ for the purposes of vacation entitlement is seven and one-half (7.5) hours.

3.03 **Regular Part-Time Employee:**

A regular part-time employee is an employee who is scheduled to work regularly for not more than sixty (60) hours bi-weekly as required by the Employer to meet the needs of the organization.

3.04 **Casual Employee:**

A casual employee is an employee who is employed on a relief basis as and when required by the Employer. Such an employee may decline to work when requested to do so.

If the casual employee accepts an offered shift, once the employer has exhausted the non-scheduled shift procedure, they can then be added to the schedule.

## 3.05

Temporary Employee:

- a) Temporary employees are those hired from outside the Bargaining Unit or currently employed employees who have applied and been hired for specific terms or projects not to exceed one (1) year or to replace an employee who will be on an approved leave of absence, absence due to a compensable injury, Disability, Sick Leave, Long Term Disability, Pregnancy and Parental Leave, or to perform a special non-recurring task.
- b) Temporary employees hired from outside the Bargaining Unit shall be excluded from the terms and conditions of the Collective Agreement, except that Article 6 – Union Security and Schedule "A" - Wages shall apply.
- c) Currently employed employees, who have the skills, abilities, qualifications and experience as determined by the Employer for a specific term or project, will be given first opportunity for a temporary full-time position prior to considering hiring a temporary employee from outside the Bargaining Unit. Where these factors are equal amongst the employees considered, seniority shall govern.
- d) The release of a temporary employee hired from outside the Bargaining Unit will be at the sole discretion of the Employer and termination or release of such temporary employee shall not be the subject of a grievance or arbitration.

## 3.06

Probationary Employee:

All newly hired employees shall be in a probationary period in accordance with Article 11.01. If retained after the probationary period, the employee will be credited with seniority commencing from her most recent date of hire. Release or discharge 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, notwithstanding S. (48) of the *Ontario Labour Relations Act, R.S.O. 1995*, as amended.

3.07 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 Programs 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".

3.08 Active Service:

For the purpose of this Agreement "active service" shall mean time actually worked by employees or time off work paid directly by the Employer, such as paid holidays, paid vacation, paid leaves of absence, including Employer paid time off due to sickness or accident or time off work due to a compensable injury to a maximum of three (3) consecutive weeks.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 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, re-hire, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed his/her 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) Make, enforce and alter from time to time 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 Indépendante 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 5 – NO DISCRIMINATION**

- 5.01 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.
- 5.02
- 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 Employer and the Union agree that there shall be no discrimination by either party or by any of the employees covered by this Agreement on the basis of Union Activity or non-activity, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap. This clause shall be interpreted in a manner that is consistent with the *Human Rights Code of Ontario, R.S.O. 1990*, as amended.

**ARTICLE 6 – UNION SECURITY**

- 6.01 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 from the first day of employment, 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 (15) 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: Accounting Department, 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.
- 6.02
- 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.
- 6.03 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.

6.04 New Employees:

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.

6.05 T-4 slips issued annually to employees shall show deductions made for union dues.

6.06 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.

6.07 Copies of Collective Agreements:

The parties hereto shall mutually agree on the style of the Collective Agreement and each party shall pay fifty percent (50%) of the production cost.

The Employer shall provide each new employee with a copy of this Agreement within ten (10) days of his/her start date.

## ARTICLE 7 – COMMITTEES

7.01 Grievance Committee:

- a) The Employer recognizes a Grievance Committee comprised of a maximum of three (3) employees who have completed their probationary period. The Union shall endeavour to elect members from different programs when possible.
- b) The Grievance Committee, a Steward, and the Grievor may attend Grievance meetings without loss of pay or benefits from regularly scheduled hours of work.

7.02 Negotiating Committee:

- a) The Employer recognizes a Union Negotiating Committee comprised of a maximum of three (3) employees, who have completed their probationary period, for the purpose of negotiating the renewal of this Agreement. The Union shall endeavour to elect members from different programs when possible.
- b) Employees who are members of the Negotiating Committee shall attend at negotiating meetings with the Employer without loss in pay and benefits from regularly scheduled hours of work, up to but not including conciliation. The Union will reimburse the Employer for wages and benefits paid to the Negotiating Committee members attending at negotiating meetings, where negotiations extend beyond four (4) days.
- c) The parties hereto agree to jointly bear the costs of any meeting rooms utilized for the purpose of negotiation meetings.

7.03 Union Stewards:

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

In order to provide an orderly and speedy procedure for settling of grievances and other matters, the Employer acknowledges the right of the Union to appoint or elect one (1) of whom shall be the Chief Union Steward/highest ranking.

7.04 Employee/Employer Relations Committee (EERC):

There shall be an Employee/Employer Relations Committee consisting of a maximum of three (3) Bargaining Unit employees and three (3) Representatives of the Employer. The Union shall endeavour to elect members from different programs. 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 fourteen (14) calendar days prior to the meeting. Where fourteen (14) calendar days' notice is not possible for a particular item, it may be addressed by mutual agreement of the parties.

7.05 Joint Occupational Health and Safety Committee:

There shall be a Joint Occupational Health and Safety Committee consisting of a maximum of three (3) Bargaining Unit employees and two (2) alternates who have completed their probationary period and a maximum of three (3) Representatives of the Employer. The Union shall endeavour to elect members from different programs when possible. 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, R.S.O. 1990*, shall apply.

7.06 All committee members and Stewards must have completed their probationary period.

7.07 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.

The Employer shall be required to recognize him/her. The Employer agrees that the Steward shall not be hindered, coerced, restrained or interfered with the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article.

7.08 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.

7.09 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 7. Both parties will endeavour to provide written notice at least seven calendar days prior to the meeting.

- 7.10
- 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.

- c) The Employer may request the attendance of a Union Staff Representative at any meeting.
- d) If an OPSEU Staff Representative is not available to meet when a minimum of fourteen (14) calendar days' notice of a meeting is given in writing by the Employer, the meeting may proceed without the OPSEU Staff Representative. If the OPSEU Staff Representative is not available, a Steward or designate may attend the meeting.

7.11 Bullying and Psychological Harassment:

- a) It is the responsibility of the Employer, the Union, and the employee to provide a safe and healthful working environment for all of its employees.
- b) The Employer and Union agrees that no form of verbal (yelling and profanity), physical, psychological harassment, or other bullying and abuse of employees will be condoned in the workplace.
- c) The Employer and Union in consultation with the Joint Health and Safety Committee have reviewed the existing policy to ensure that Bullying and Psychological Harassment is adequately covered. Said policy will be reviewed annually in relation to prevention, practices and training.

7.12 Violence in the Workplace:

The Employer shall take all necessary measures to protect employees from violence in the workplace. When the behavior of an individual supported and/or condition is such that there is a potential hazard to health and safety of an employee, the Employer in consultation with the Union and Health & Safety Committee shall develop an appropriate written strategy for safely supporting that individual.

- 7.13 The employees can bring forward any type of complaint, to which the Employer will follow up and respond in a timely fashion.

**ARTICLE 8 – NO STRIKES OR LOCKOUTS**

- 8.01 Both parties agree that there shall be no strikes or lockouts so long as this Collective Agreement continues to operate. The words "strike" and "lockout" shall have the meaning given them in the *Labour Relations Act, R.S.O. 1995*, as amended.

**ARTICLE 9 – GRIEVANCE PROCEDURE**9.01 Complaints:

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until she has first given her immediate Supervisor the opportunity of resolving her complaint. Such complaint shall be discussed with her immediate Supervisor within fourteen (14) calendar days after the circumstances giving rise to it have occurred. If resolution is not achieved, then the complaint may go forward to Step #1 of the Grievance Procedure if filed within twenty-one (21) calendar days following discussion with the immediate Supervisor.

9.02 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.

9.03 Step #1 – Written Grievance to Supervisor:

The employee, who may be accompanied by a Steward if the employee wishes, may submit a written grievance signed by the employee to her immediate Supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement, that are alleged to have been violated, and the remedy, which is sought. The immediate Supervisor will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step #2 – Written Grievance to Executive Director:

Within seven (7) calendar days following the decision under Step #1, the employee may submit the written grievance to the Executive Director or designate who will deliver a decision in writing within seven (7) calendar days from the date on which the written grievance was presented. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. It is agreed that a Staff Representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at such meeting. The decision of the Executive Director shall be delivered within seven (7) days of the meeting.

9.04 Group Grievances:

Where two (2) or more employees have identical grievances 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 fourteen (14) calendar days of the event giving rise to the grievance. The grievances shall be processed as one (1) grievance subject to all applicable provisions under the grievance procedure and the Union shall designate one (1) employee to represent the Group.

9.05 Discharge Grievance:

The termination of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed her probationary period that she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director at Step #2 within fourteen (14) calendar days following the date on which the discharge was issued. A Board of Arbitration may resolve such grievance by:

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

9.06 Policy Grievance:

- a) A Union and/or Employer grievance is defined as one that alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step #1. The Union or the Employer may file such grievance at Step #2 of the grievance procedure. A Union and/or Employer grievance may not be used to bypass the regular grievance procedure. Such grievance shall be filed in writing within fourteen (14) calendar days of the initial incident giving rise to the complaint. The grievance must be signed by an authorized officer of OPSEU or designate.
- b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step #2 of the grievance procedure. The grievance shall be filed in writing with

the Union by the Executive Director or her designate within fourteen (14) calendar days of the initial incident giving rise to the complaint. A meeting shall be held between the Representatives of the Employer and the Union within seven (7) calendar days of the filing of the grievance. The grievance shall be answered in writing by the Union within seven (7) calendar days of such meeting.

- 9.07 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.
- 9.08 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.
- 9.09 Failing settlements of any grievance under the foregoing procedure the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within fourteen (14) calendar days after the decision under Step #2 is given, the grievance shall be deemed to have been abandoned.

## **ARTICLE 10 – ARBITRATION**

- 10.01 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 9.0 above, and at the same time appoint its nominee to the Arbitration Board. Within seven (7) calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure.
- 10.02 Mediation:
- a) The parties may agree to a mediation process with a mutually agreed upon mediator. Each party shall bear one-half ( $\frac{1}{2}$ ) the cost of the fees and expenses.
  - b) The parties shall engage in this process on the following basis:
    - i) each party shall make every reasonable effort to resolve the matter;
    - ii) any positions taken or information provided by either party shall not be admissible should the matter proceed to arbitration;
    - iii) this step shall not be used to delay arbitration of a matter.

- 10.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 No matter may be submitted to arbitration, which has not been properly carried through all requisite Steps of the Grievance Procedure.
- 10.05 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.
- 10.06 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.
- 10.07 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.
- 10.08
- 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 written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to Section 48 (16) of the *Labour Relations Act, R.S.O. 1995*, as amended.
  - 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 fourteen (14) additional calendar days.
- 10.09 By mutual agreement the parties may elect to have a single Arbitrator hear the matter in dispute instead of a three (3) person board. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven (7) calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single Arbitrator. If so, the parties shall endeavour to select the single Arbitrator. Failing agreement within thirty (30) days or such time as agreed by the parties Article 10.01 shall be followed. The single Arbitrator shall be bound by all clauses of Article 10 in the same manner as the Board of Arbitration with the necessary changes being made.

**ARTICLE 11 – SENIORITY**

- 11.01 Seniority shall be defined as an employee's length of continuous service from the employee's most recent hiring date. All employees are considered to be on probation for the first five hundred and seventy-seven and one-half (577.5) hours worked. For the purposes of this Article, seniority shall not accumulate during any period of absence from work, excluding vacations and pregnancy and parental leave as set out in the *Employment Standards Act, R.S.O. 2000*, as amended.
- 11.02
- a) Employees whose status is changed from casual, regular part-time to full-time or vice versa, shall be credited with hours worked from their date of last hire towards the completion of the probationary period.
  - b) Where a casual, regular part-time or full-time employee has completed a probationary period, transfer of status will not require another probationary period to be served.
  - c) An employee who transfers from full-time to regular part-time or casual, or vice versa shall retain her seniority on the basis of one thousand seven hundred and twenty-five (1725) hours worked equals one (1) year of seniority.
  - d) 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 fourteen (14) calendar 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.
- 11.03 Seniority List:
- a) There shall be one (1) seniority list for all employees in the Bargaining Unit. On this list there will be two (2) separate categories – one (1) indicating the employees who have completed their probationary period and one (1) indicating the employees who have not yet completed their probationary period. The seniority list shall be posted on an annual basis on or about the first (1<sup>st</sup>) day of March each year. Employees shall have thirty (30) calendar days from the date of the posting of the seniority list to question their individual seniority and, if no complaints are received within the twenty-eight (28) calendar days period, the seniority list shall be deemed to be correct. In the event the employee is not at work

when the list is posted she must object to her seniority standing within seven (7) calendar days from the date she returns to work or receives the list. A copy of the seniority list shall be forwarded to the Union. The Employer and the Union may agree to correct a seniority list after the thirty (30) calendar day period mentioned above. It is understood that corrections to the seniority list shall be effective from the date the correction is made and shall have no retroactive effect whatsoever.

- b) Seniority for full-time employees shall be from their date of last hire as adjusted by the provisions of this Collective Agreement. Seniority for regular part-time and casual employees shall be expressed as hours worked.

## **ARTICLE 12 – LAYOFF AND RECALL**

- 12.01 For the purpose of layoff and recall to employment, seniority for full-time employees shall be defined as hours paid since the date of last hire.
- 12.02 For the purpose of layoff and recall to employment, seniority for regular part-time and casual employees shall be defined as hours worked since the date of last hire.
- 12.03
- a) Seniority is retained in the event the employee is transferred from full-time to regular part-time or casual or vice versa.
  - b) When a full-time employee is transferred to a regular part-time or casual position, one thousand nine hundred and fifty (1950) hours paid equals one (1) year of full-time seniority.
  - c) When a regular part-time or casual employee is transferred to a full-time position, one thousand seven hundred and twenty-five (1725) hours worked equals one (1) year of full-time seniority.
- 12.04 Layoff:
- In the event of a proposed layoff, probationary employees shall be laid off first. Subsequent to this, if further layoffs occur, employees shall be laid off in reverse order of seniority, with the employee with the least seniority being laid off first, provided the employees who remain on the job have the qualifications, skills and ability to perform the required work.
- 12.05 Notice of layoff to the Union and the affected employees shall be in accordance with the provisions of the *Employment Standards Act, R.S.O. 2000*, as amended.

12.06 Recall:

Employees shall be recalled in the order of their seniority, provided they have the qualifications, skills and ability to perform the required work.

12.07 An employee given notice of recall by registered mail shall have a minimum of seven (7) calendar days 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.

12.08 Loss of Seniority and Service:

An Employee shall lose all seniority and service and shall be deemed to have been terminated under the following circumstances where the employee:

- a) voluntarily resigns;
- b) retires;
- 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 his/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) consecutive scheduled days of work, 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 twenty-four (24) months unless such termination is contrary to the *Human Rights Code*;
- h) fails upon being notified of a recall to signify her intention to return to work within seven (7) calendar days after she has received notice of recall and fails to report to work within fourteen (14) calendar days after she had received the notice of the recall. Notice sent by registered mail or courier is, for the purposes of this Article, acceptable service;

- i) reports to work under the influence of illegal drugs, or consumes alcohol or illegal drugs during working hours;
- j) where the casual employee has not worked for a period of three (3) months when given the opportunity to do so; or,
- k) is absent from her place of work without permission and such permission shall not be unreasonably withheld.

### **ARTICLE 13 – TECHNOLOGICAL CHANGE**

13.01 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 (1) 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 14 – JOB POSTINGS**

- 14.01
- 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 fourteen (14) calendar days. Nothing herein shall prevent the Employer from temporarily filling any vacancy. The subsequent vacancy created by a successful applicant shall be posted. Third and subsequent vacancies shall be filled by the Employer.
  - b) Temporary full-time vacancies of four (4) weeks duration or more the Employer shall post in accordance with a) above. [To clarify one (1) week is equal to seven (7) calendar days for this Article.]
  - 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 fulfill 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.

- 14.02 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 15 - LEAVES OF ABSENCE**

### 15.01 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 fourteen (14) calendar days 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 fourteen (14) calendar days of the granting of such leave.

### 15.02 Union Leave:

- a) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees (full-time and regular 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; and,

- c) Where an employee is elected or appointed as an Executive Board Member, or Executive Officer of OPSEU, such employee shall be granted a leave of absence with pay and benefits to exercise the duties of such appointment, provided the employee gives the Employer at least four (4) weeks written notice. Such leave shall be restricted to one (1) employee at any one time. The Union agrees to reimburse the Employer for wages and benefits paid to the employee absent in accordance with this clause.

15.03 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.

15.04 Bereavement Leave:

- a) All employees who have completed their probationary period will be granted three (3) days leave of absence without loss in pay to make arrangements and to attend funeral for a member of their immediate family. For the purpose 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.

An employee may reserve one (1) day for an interment scheduled at a later date.

- 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, and sister-in-law.
- c) One (1) additional day will be added without pay if the funeral is held in a location over four hundred (400) kilometers away from the employee's work location.

15.05 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.

15.06 Pregnancy and Parental Leave:

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act, R.S.O. 2000*, as amended.

Full-time employees will be credited seniority for all hours of work, in which the employee would have been scheduled, had they not been off on this leave.

All other employees will be credited seniority hours on a pro-rated basis: The hours credited for seniority will be pro-rated based on the total hours the employee worked in the last eight (8) weeks prior to going off on this leave, and dividing total by eight (8). That total amount of hours will be credited for seniority for every week the employee remains on this leave.

15.07 Educational Leave:

- a) 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 textbook costs upon proof of attainment.

Staff Training and Staff Meetings:

- a) Where the Employer requires an employee to attend at staff training or staff meetings, the employee will be paid at her regular straight time hourly rate of pay for time spent at such training or meetings.
- b) Casual employees who work for another Employer that requires them to be certified in First Aid and CPR will not have these courses paid for by Access Better Living Inc.

15.08 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-rated 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, R.S.O. 2000*, as amended. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she 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 Worker's Safety Insurance Board 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 Pregnancy/Parental 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 16 – WAGES/CLASSIFICATIONS**

- 16.01 For the purpose of calculating any benefits under this Agreement to which an employee is entitled, the regular straight time hourly rate of pay is that prescribed in Schedule "A" of this Collective Agreement.
- 16.02 Where an employee is permanently transferred or temporarily transferred in accordance with Article 14.02 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".

16.03 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 fourteen (14) calendar 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 17 – PAID HOLIDAYS**

17.01 Full-time employees are entitled to the following designated paid holidays:

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

17.02 The Employer may substitute a lieu day off with pay for any of the normal holidays set out in Article 17.01, 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 within thirty (30) days following the year in which the holiday occurs.

17.03 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; and,
- c) if employed under an arrangement where she may elect to work or not to 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.

17.04 PAID HOLIDAYS

Full-time employees required to work on any of the designated holidays listed in the Collective Agreement shall be paid at the rate of time and one-half (1½) his regular straight time rate of pay for all hours worked on such holiday. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times seven and a half (7.5) hours.

17.05 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.

17.06 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.

17.07 Part-time employees, casual employees and temporary employees shall receive holiday pay in accordance with the *Employment Standards Act, R.S.O. 2000*, as amended.

17.08 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.

17.09 Part-time, casual and temporary employees shall receive pay at the rate of time and one-half (1½) for any hours worked on the holidays listed in Article 17.01.

ARTICLE 18 – VACATION

18.01 Vacation Entitlement – Full-time Employees:

The cut-off date for the purpose of determining vacation entitlement is January 1<sup>st</sup> each year. Full-time employees shall be entitled to vacation with pay based on the length of continuous active service as at January 1<sup>st</sup> in each year, as follows:

a) Full-time employees who have completed less than one (1) year of

full-time continuous active service as of January 1<sup>st</sup> in any year shall be entitled to a vacation in the year following on the basis of .833 days (x 7.5 hrs/day), for each completed month of active service [maximum ten (10) days in a calendar year].

- b) Full-time employees who have completed more than one (1) year but less than two (2) years of full-time continuous active service as of January 1<sup>st</sup> in any year shall be entitled to a vacation in the year following on the basis of .833 days (x 7.5 hrs/day), for each month of active service [maximum ten (10) days in a calendar year].
- c) Full-time employees who have completed more than two (2) years but less than seven (7) years of full-time continuous active service as of January 1<sup>st</sup> in any year shall be entitled to a vacation in the year following on the basis of 1.25 days (x 7.5 hrs/day), for each month of active service [maximum fifteen (15) days in a calendar year].
- d) Full-time employees who have completed more than seven (7) years but less than fifteen (15) years of full-time continuous active service as of January 1<sup>st</sup> in any year shall be entitled to a vacation in the year following on the basis of 1.75 days (x 7.5 hrs/day), for each month of active service [maximum twenty-one (21) days in a calendar year].
- e) Full-time employees who have completed more than fifteen (15) but less than twenty-five (25) years of full-time continuous active service as of January 1<sup>st</sup> in any year shall be entitled to a vacation in the year following on the basis of 2.17 days (x 7.5 hrs/day), for each month of active service [maximum twenty-six (26) days in a calendar year].
- f) Full-time employees who have completed more than twenty-five (25) years of full-time continuous active service as of January 1<sup>st</sup> in any year shall be entitled to a vacation in the year following on the basis of 2.6 days (x 7.5 hrs/day), for each month of active service [maximum thirty-one (31) days in a calendar year].
- g) For the purposes of Article 21.01, "continuous active service" shall include time off on vacation, paid sick leave, and pregnancy and parental leave, but shall exclude time off on any leave of absence without pay.

18.02

Employees shall accrue vacation entitlement but not be allowed to take vacation days during their probationary period.

18.03 Vacation Scheduling and Cancellation:

- a) Vacation time shall be scheduled considering the requests submitted in writing by employees as stated in Article 18.01 and the operational needs of the Employer. Such requests shall not be unreasonably denied.
- b) All requests for vacation must be submitted, in writing, by March 31<sup>st</sup> each year. Where there are conflicting requests for vacation, the request from the senior employee shall prevail, provided it does not interfere with the operational needs of the Employer. For requests for vacation submitted, in writing, after March 31<sup>st</sup> in each year, seniority shall not govern. It is understood that of necessity, the Employer must reserve the final decision as to the scheduling of vacations.
- c) The employee may cancel his/her scheduled vacation provided that a twenty-one (21) day notice is given prior to the start of the approved vacation. Cancelled vacation entitlement will be rescheduled on a first-come first-served basis, considering the operational needs of the Employer.

18.04 Where an employee's scheduled vacation is interrupted due to the employee being hospitalized, the period of such hospitalization shall be considered sick leave. The employee must present proof of hospitalization to the Employer. The employee has the option of rescheduling the vacation days within the vacation year or having these days paid out.

18.05 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.

- 18.06
- a) Regular part-time, casual and temporary employees shall be paid their vacation pay twice yearly, the first pay in June and the first pay in December, based on their regular straight time hourly rate of pay for hours worked.
  - b) Regular part-time employees shall receive vacation pay in the amount of four percent (4%) of their regular straight time hourly rate of pay for hours worked.
  - c) Regular part-time employees who have completed more than two (2) years' service shall receive vacation pay in the amount of six percent (6%) of their regular straight time hourly rate of pay for hours worked.

- d) Casual and temporary employees shall receive vacation pay in the amount of four percent (4%) of their regular straight time hourly rate of pay for hours worked.
- e) Casual and temporary employees who have completed more than three (3) years' service shall receive vacation pay in the amount of five percent (5%) of their regular straight time hourly rate of pay for hours worked. One (1) year of service is equal to one thousand seventeen hundred and twenty-five (1725) hours worked.

18.07 When a regular part-time, casual or temporary employee is appointed to a full-time position, service for the purpose of determining vacation entitlement shall be effective the date the employee commenced working in a full-time capacity.

18.08 Part-time employees shall be entitled to two (2) weeks (ten (10) days) of unpaid vacation per year upon written request after each vacation entitlement year that he or she completes, which shall be scheduled in accordance with Article 18.03. Such request shall not be unreasonably denied. Vacation days may be taken in single days off.

Part-time employees who are actively employed and have completed seven (7) years of service shall be entitled to three (3) weeks (fifteen (15) days) of unpaid vacation per year, upon written request after each vacation entitlement year that he or she has completed, which shall be scheduled in accordance with Article 18.03. Such request shall not be unreasonably denied. Vacation days may be taken in single days off.

## **ARTICLE 19 – HOURS OF WORK**

19.01 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.

## **ARTICLE 20 – SCHEDULING**

20.01 Supportive Housing and Outreach Programs:

- a) The schedule will be posted approximately one (1) year in advance of the scheduled shifts for full-time employees. Shift schedules for part-time employees will be posted at least twenty-eight (28) days in advance of its effective date. No changes to the posted schedule will take place without at least eighty (80) hours notification and the employee's consent.

b) Supportive Housing Program:

Available hours of work will be distributed to all regular part-time employees equitably on the posted schedule. Additional shifts that become available once the schedule has been posted will be offered starting with the most senior employee and continuing through in order of seniority.

The Employer reserves the right to re-post a schedule to redistribute shifts.

c) Outreach Program:

All regular part-time employees will be scheduled to work up to sixty (60) hours bi-weekly as determined by the Employer. The Employer will schedule all shifts on an equitable basis, on the basis of seniority between all part-time employees. Provided it meets the care needs and requests of clients.

Additional shifts will be distributed to regular part-time employees based on seniority.

Non-Scheduled Shifts – Regular Part-Time and Casual Employees:

- a) All shifts that become available on a call-in basis will be offered to the part-time employees that are not scheduled starting with the top seniority.
- b) Once all non-scheduled part-time employees have been called, the shift will then be offered to part-time employees that are scheduled, starting with top seniority.
- c) If the shift is still not covered after calling all part-time employees, the shift is to then be offered to the casual employees, starting with top seniority.
- d) If the shift is still not covered, the Employer is to then call the full-time employees, starting with top seniority.
- e) The Employer will attempt to not assign shifts that will result in premium pay.

Casual Respite Workers:

Casual Respite Workers will be offered work according to a Matching List that has been developed by the Employer based on input from the family, and/or client and workers.

Where no preference of worker is indicated by the family or client, available work will be offered to all matched workers on a call-out basis starting with the most senior worker, with the first worker contacted who is willing to work to be assigned the work.

Exchange of Shifts:

The Employer will approve an employee substituting a shift with another employee provided the employee requesting the change submits the request in writing signed by both employees, has the skills required by the client, the substitution meets the needs of the client, and such substitution shall not result in any premium or overtime pay or affect the equitable distribution of shifts. In the case of an emergency situation the employee may submit the written request upon their return to work. This is not available to Casual Respite Workers.

Outreach Workers – Regular Part-Time:

The Employer will attempt to schedule Outreach Workers for a minimum of four (4) consecutive hours per shift.

Request for Day Off:

An employee requesting a day off from regularly scheduled hours of work on the posted work schedule, shall submit her request in writing to her immediate Supervisor, or designate, one (1) week in advance of the requested day off.

20.03

Rest Periods:

- a) Where an employee works a shift that is less than seven and one-half (7.5) hours but more than five (5) hours, the employee will be entitled to one fifteen (15) minute paid rest period, subject to the exigencies of client care.
- b) Where an employee works a shift that is more than a seven and one-half (7.5) hours, the employee will be entitled to two (2) fifteen (15) minute paid rest periods, one in each half of the shift, subject to the exigencies of client care.
- c) Employees shall not claim overtime as a result of missing rest periods, unless requested by a Supervisor to work during this period.

**ARTICLE 21 – OVERTIME**21.01 a) Overtime - Full-time Employees:

Preauthorized time worked in excess of the hours as scheduled on the posted work schedule [from three and one-half (3½) to eleven (11) hours per day and between fifty and one-half (50½) to eighty-six and one-half (86½) hours in a two (2) week period] shall be paid at the rate of one and one-half (1½) times the employee's regular straight time hourly rate for overtime worked.

b) Overtime – Regular Part-time or Casual Employees:

Preauthorized time worked in excess of seventy-five (75) hours on a bi-weekly basis, shall be paid at the rate of one and one-half (1½) times the employee's regular straight time hourly rate for overtime worked.

21.02 It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.

21.03 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.

21.04 Employees providing respite care shall receive eighteen (18) hours pay at the employee's regular straight time hourly rate of pay for each twenty-four (24) hours of completed assignment.

- a) All full-time employees shall have the option of banking overtime hours or being paid out in cash.
- b) Full-time employees requesting overtime hours to be banked, must notify the Employer in writing, prior to the next pay period.
- c) Full-time employees may take the banked overtime as time off with pay at a mutually agreeable time between the Employer and the employee.
- d) Banked overtime must be taken within six (6) months of the time it is earned, and by March 31<sup>st</sup> in any given year, or it will be paid out.

**ARTICLE 22 – REPORTING PAY**

- 22.01
- a) Where an employee reports for work as assigned on the posted work schedule shall, unless otherwise notified by the Employer not to report to work, receive a minimum of four (4) hours pay at the employee's regular straight time hourly rate of pay or their scheduled hours, whichever is less, unless the Employer reassigns the employee to perform other duties.
  - b) An employee returning to work following time off due to a short-term illness or injury of less than two (2) weeks, must inform the Employer of her ability to return to work twelve hours in advance of the day of work.
  - c) An employee returning to work following time off due to an illness or injury of more than two (2) weeks, must inform the Employer of her ability to return to work three (3) calendar days in advance of the day of work.

**ARTICLE 23 – HEALTH AND WELFARE BENEFITS**  
**(FULL-TIME EMPLOYEES ONLY – 23.01, 23.02 and 23.03)**

- 23.01
- The Employer shall enrol full-time 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 (2) times annual salary. One hundred percent (100%) of premium paid by the Employer.
  - b) AD&D (basic). One hundred percent (100%) of premium paid by the Employer.
  - c) Dependant Life - spouse five thousand dollars (\$5,000), each child two thousand and five hundred dollars (\$2,500). One hundred percent (100%) of the premium paid by the Employer.
  - d) LTD - sixty-six and two-thirds percent (66 $\frac{2}{3}$  %) of monthly salary to a maximum of three thousand and three hundred dollars (\$3,300). The employee pays one hundred percent (100%) of the premium.
  - e) Extended Health and Vision Care - twenty-five dollars (\$25.00) deductible per year, vision care two hundred dollars (\$200.00) every twenty-four (24) months. The Employer shall pay one hundred percent (100%) of the premium cost of the single rate. Employees who wish the family rate will pay the difference between

the premium cost of the single and family rate. The Employer shall pay the twenty-five dollars (\$25.00) deductible.

- f) Dental (Basic) - twenty-five dollars (\$25.00) deductible, one thousand and five hundred dollars (\$1,500) maximum per year, current ODA fee scale. The Employer shall pay one hundred percent (100%) of the premium cost of the single rate. Employees who wish the family rate will pay the difference between the premium cost of the single and family rate. The Employer shall pay the twenty-five dollars (\$25.00) deductible.

23.02 Full-time 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.

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

- a) the employee is on strike;
- b) the employee is on lay-off; or,
- c) as set out in Article 15.08.

23.04 Regular part-time employees shall receive life insurance paid by the Employer in the amount of twenty-five thousand dollars (\$25,000.00) term. New hires will qualify after five hundred and seventy seven and one-half (577.5) hours worked.

23.05 In addition to the life insurance benefit indicated in Article 23.04, all regular part-time employees shall receive four percent (4%) in lieu of statutory holiday pay and all other benefits, including pension in this Collective Agreement, based on hours worked.

Regular part-time employees who have completed two (2) years of service (excluding time off on any leave of absence without pay) shall, in addition to the life insurance benefit indicated in Article 23.04, receive six percent (6%) in lieu of statutory holiday pay and all other benefits, including pension in this Collective Agreement, based on hours worked.

23.06 Casual employees shall receive four percent (4%) in lieu of statutory holiday pay and all other benefits, including pension in this Collective Agreement, based on hours worked.

Casual employees who have completed three (3) years of service (excluding time off on any leave of absence without pay) shall receive six percent (6%) in lieu of statutory holiday pay and all other benefits, including pension in this Collective Agreement, based on hours worked.

#### **ARTICLE 24 – SICK LEAVE**

- 24.01 a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours of work due to legitimate personal illness.
- b) Legitimate personal illness means the period of time the employee is absent from work by virtue of being sick or disabled or exposed to a contagious disease, or because of an accident for which compensation is not payable under the *Workplace Safety Insurance Act, R.S.O. 1997*, as amended which prevents her from carrying out her normal duties.
- c) Full-time employees earn sick credits on the basis of one (1) day for each completed active month of full-time employment, calculated at seven and a half (7.5) hours per day [a total of twelve (12) days per year], to a maximum of ninety (90) days.
- d) Full-time employees earn but may not use sick credits during the probationary period.
- e) Unused sick credits may be accumulated in a sick leave bank.
- f) For the purpose of this Article, time off on vacation is deemed to be active service.

24.02 In the event that a full-time employee resigns or retires, the employee will be entitled to payment for one-half (½) of unused sick leave credits in the sick leave credit bank, up to a maximum of one-half (½) of fifty (50) unused sick leave credits.

24.03 a) Return to Work Forms:

Where an employee is absent from work due to legitimate personal illness as defined in Article 22.01 or accident for which

compensation is not payable under the *Workplace Safety Insurance Act, R.S.O. 1997*, as amended for three (3) consecutive working days or more, she shall provide the Employer with a Physician's Certificate stipulating that she was incapacitated from performing her normal duties due to illness or accident, and such certificate shall set out the expected date of return to work. Upon return to work, the employee shall provide a Physician's report indicating the employee is able to resume her normal duties, or modified duties.

b) Medical Examinations:

It is understood that the Employer may request a Physician's Certificate with respect to any period of time that an employee is absent due to illness or injury, where the circumstances and pattern of absences so warrant. The Employer will 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 Medical Practitioner will have the appropriate expertise related to the employee's injury or illness. The expense of same shall be borne by the Employer where such is not payable by the Health Insurance Plan. The Employer agrees to pay for any examination it requires where the fee is not payable by the Health Insurance Plan. Where the Employer requires an examination that the Employer cannot schedule outside of regularly scheduled hours of work, the employee will be granted time off with pay, to attend this medical examination. Employees agree to submit to any medical examination or medical procedure required by Statute from time to time.

## ARTICLE 25 – NOTICE OF TERMINATION

25.01 If an employee in the Bargaining Unit is planning to terminate her services with the Employer, she must give her immediate Supervisor in charge, or her designate, two weeks' notice in writing.

## ARTICLE 26 – EVALUATIONS AND ACCESS TO FILES

26.01 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 her own views to such evaluation

prior to it being placed in her file. A copy of the evaluation will be provided to the employee at her request at the time of the evaluation.

- b) Upon seven (7) calendar days or receipt of written notice to the Executive Director or her designate, an employee shall be entitled to view her human resources file for the purpose of reviewing any evaluation, letters of counsel, or formal disciplinary notations therein, in the company of an Employer Representative and at a time mutually agreed between the Employer and the employee concerned. Employees shall not remove, destroy or alter in any way, any material contained in her human resources file. It is further understood that all items in the human resources file remain the property of the Employer.
- c) Letters of Reprimand/Counsel:  

Two (2) years after a warning, which includes a letter of reprimand and/or suspension, and/or counsel, has been issued, except the warning which indicates that a recurrence of a similar nature and/or 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 is free of any further discipline during that two (2) year period.
- d) The Union Steward must be present at all meetings held for the purpose of issuing discipline to any employee.

## **ARTICLE 27 - MISCELLANEOUS**

27.01 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine and vice versa where the context so requires.

27.02 Notice of Address and Telephone Number:

It shall be the duty of the employee to notify the payroll office of the Employer promptly in writing of any change of address or telephone number. If an employee should fail to do this, the Employer shall not be responsible for the failure of any notice to reach such employee when such notice is sent to the last address recorded on the payroll records of the Employer.

27.03 Travel Allowance:

- a) Reimbursement of employees for approved travel expenses while on the Employer's business will be forty-nine cents (\$0.49) per kilometre.

Effective 1 April 2017, reimbursement of employees for approved travel expenses while on the Employer's business will be fifty cents (\$0.50) per kilometre.

- b) Travel to work to the location of the first client and travel home from work from the last client will not be reimbursed. Travel between clients will be reimbursed. Where a second shift is scheduled on the same day, travel to work to the location of the first client and travel home from work from the last client will be reimbursed.
- c) The Employer shall provide transportation home when required by an employee and approved by the Employer for an employee who works unscheduled overtime.

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

27.05 The following Articles of the Collective Agreement shall not apply to casual employees:

Article 15 – Leaves of Absence  
 Article 17 – Paid Hollidays  
 Article 18 – Vacations  
 Article 23 – Full-Time Benefits  
 Article 24 – Sick Leave

27.06 a) Employees providing attendant care services at the Supportive Housing complex are required to work additional hours over and above scheduled hours of the shift, in excess of four (4) hours shall receive a meal allowance of up to twenty dollars (\$20.00).

- b) A receipt must be submitted to the Employer prior to reimbursement.

27.07 Clothing:

The Employer shall pay for and provide employees with two (2) scrub tops on an annual basis at the beginning of each fiscal year.

**27.08 Nighshift Premium:**

Employees assigned to the midnight shift working the Supportive Housing Program shall receive a shift premium of twenty-five cents (\$0.25) per hour for all hours worked from midnight (2400) to six (0600) in the morning.

**ARTICLE 28 - WAGES**

28.01 The classifications and rates of pay are set out in Schedule "A" attached hereto and forming part of this Collective Agreement.

**28.02 Progression on Wage Scale:**

- a) Employees who are promoted to a position carrying a higher rate of pay shall be placed at the increment level of the higher scale that is an increase over their current wage.
- b) Regular part-time and casual employees shall advance from their present level to the next level as set out on the wage grid indicated in Schedule A after five hundred and seventy-seven and one-half (577.5) hours.

**ARTICLE 29 – DURATION**

- 29.01
- a) This Agreement shall continue in effect until 31 March 2019 and shall remain in effect from year to year.
  - b) Where either party desires to amend or terminate this Agreement, the party shall give written notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
  - c) Negotiations between the parties shall begin within ninety (90) days or as mutually agreed following such notification.

Dated at Timmins, Ontario this 5<sup>th</sup> day of October, 2016.

FOR THE EMPLOYER:

FOR THE UNION

[Signature]  
[Signature]

Linda Wright  
Smartel

Hindu Manchand.

[Signature]  
[Signature]

Shirley Davies  
Chantel Hargrave

[Signature]  
[Signature]

**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 hours .....Dated ....., 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.

APPENDIX "B"

LETTER OF UNDERSTANDING

BETWEEN

ACCESS BETTER LIVING/VIE INDÉPENDANTE ET ENRICHE INC.

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 664

**Re: Additional Funding Grants**

The Employer agrees that if additional funding is received from the Ontario Government prior to the termination of this Collective Agreement that is specifically allocated for wage increases the Employer will meet with the Union to determine the appropriate mechanism for adjustment of the Wage Schedule.

Dated at Timmins, Ontario this 5<sup>th</sup> day of October, 2016.

FOR THE EMPLOYER:

FOR THE UNION

\_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
 Linda Wright  
 \_\_\_\_\_  
 Martel  
 \_\_\_\_\_  
 Heidi Marchand.

\_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
 Shelley Davies  
 \_\_\_\_\_  
 Charbel Youssef

**SCHEDULE "A" – WAGE SCHEDULE**

<b>Supportive Housing Full-Time Independent Living Assistant</b>											
<b>Probation</b>				<b>After 3 Months</b>				<b>After One Year</b>			
	Rate	Wage Increase	New Rate		Rate	Wage Increase	New Rate		Rate	Wage Increase	New Rate
Apr-15	\$ 19.48	\$ -	\$ 19.48	Apr-15	\$ 20.02	\$ -	\$ 20.02	Apr-15	\$ 20.89	\$ -	\$ 20.89
Jan-16	\$ 19.48	\$ 0.21	\$ 19.69	Jan-16	\$ 20.02	\$ 0.21	\$ 20.23	Jan-16	\$ 20.89	\$ 0.21	\$ 21.10
Apr-16	\$ 19.69	\$ 0.10	\$ 19.79	Apr-16	\$ 20.23	\$ 0.10	\$ 20.33	Apr-16	\$ 21.10	\$ 0.10	\$ 21.20
Apr-17	\$ 19.79	\$ 0.20	\$ 19.99	Apr-17	\$ 20.33	\$ 0.20	\$ 20.53	Apr-17	\$ 21.20	\$ 0.20	\$ 21.40
Apr-18	\$ 19.99	\$ 0.30	\$ 20.29	Apr-18	\$ 20.53	\$ 0.30	\$ 20.83	Apr-18	\$ 21.40	\$ 0.30	\$ 21.70

<b>Supportive Housing Part-Time &amp; Casual Independent Living Assistant</b>							
<b>Probation</b>				<b>After 577.5 Hours</b>			
	Rate	Wage Increase	New Rate		Rate	Wage Increase	New Rate
Apr-15	\$ 19.40	\$ -	\$ 19.40	Apr-15	\$ 19.72	\$ -	\$ 19.72
Jan-16	\$ 19.40	\$ 0.21	\$ 19.61	Jan-16	\$ 19.72	\$ 0.21	\$ 19.93
Apr-16	\$ 19.61	\$ 0.10	\$ 19.71	Apr-16	\$ 19.93	\$ 0.10	\$ 20.03
Apr-17	\$ 19.71	\$ 0.20	\$ 19.91	Apr-17	\$ 20.03	\$ 0.20	\$ 20.23
Apr-18	\$ 19.91	\$ 0.30	\$ 20.21	Apr-18	\$ 20.23	\$ 0.30	\$ 20.53

<b>Outreach Independent Living Assistant</b>							
<b>Probation</b>				<b>After 577.5 Hours</b>			
	Rate	Wage Increase	New Rate		Rate	Wage Increase	New Rate
Apr-15	\$ 19.65	\$ -	\$ 19.65	Apr-15	\$ 20.62	\$ -	\$ 20.62
Jan-16	\$ 19.65	\$ 0.21	\$ 19.86	Jan-16	\$ 20.62	\$ 0.21	\$ 20.83
Apr-16	\$ 19.86	\$ 0.10	\$ 19.96	Apr-16	\$ 20.83	\$ 0.10	\$ 20.93
Apr-17	\$ 19.96	\$ 0.20	\$ 20.16	Apr-17	\$ 20.93	\$ 0.20	\$ 21.13
Apr-18	\$ 20.16	\$ 0.30	\$ 20.46	Apr-18	\$ 21.13	\$ 0.30	\$ 21.43

<b>Outreach Team Leader</b>			
	Rate	Wage Increase	New Rate
Apr-15	\$ 21.59	\$ -	\$ 21.59
Jan-16	\$ 21.59	\$ 0.21	\$ 21.80
Apr-16	\$ 21.80	\$ 0.10	\$ 21.90
Apr-17	\$ 21.90	\$ 0.20	\$ 22.10
Apr-18	\$ 22.10	\$ 0.30	\$ 22.40

<b>Respite Care</b>							
<b>Probation</b>				<b>After 577.5 Hours</b>			
	Rate	Wage Increase	New Rate		Rate	Wage Increase	New Rate
Apr-15	\$ 19.65	\$ 1.60	\$ 21.25	Apr-15	\$ 20.62	\$ 1.60	\$ 22.22
Jan-16	\$ 21.25	\$ 0.21	\$ 21.46	Jan-16	\$ 22.22	\$ 0.21	\$ 22.43
Apr-16	\$ 21.46	\$ 0.10	\$ 21.56	Apr-16	\$ 22.43	\$ 0.10	\$ 22.53
Apr-17	\$ 21.56	\$ 0.20	\$ 21.76	Apr-17	\$ 22.53	\$ 0.20	\$ 22.73
Apr-18	\$ 21.76	\$ 0.30	\$ 22.06	Apr-18	\$ 22.73	\$ 0.30	\$ 23.03