

Collective Agreement

between

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

and

Community Living Timmins Integration Communautaire

DURATION: April 1, 2012 – March 31, 2014



Sector 2A
6-664-455-20140331-2A

CAID: 3155

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COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY LIVING TIMMINS INTEGRATION COMMUNAUTAIRE

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION and its Local 664

WHEREAS it is the desire of both Parties to this Agreement to maintain and improve harmonious relations and settled conditions of employment between the Employer and the employees in order to provide and promote the most effective outcomes as expressed by the people supported by Community Living Timmins Integration Communautaire:

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Ontario Public Service Employees Union as the sole and exclusive bargaining agent for all of its employees, save and except the Executive Director, Finance Manager, Bookkeeper, Executive Secretary, Vocational Services Manager, Vocations Supervisors, Accommodation Services Manager, Residential Supervisors, Children's Services Manager, students and people employed under government programs and such other persons as exempted from time to time by the Ontario Labour Relations Board.
- 1.02 **Temporary Employees**
Temporary employees are those hired for specific terms or projects, not to exceed six (6) months or to replace an employee who will be on an approved leave of absence, absence due to W.S.I.B. Disability, Sick Leave, Long Term Disability, or to perform a special non-recurring task. This term may be extended to a further six (6) months by mutual agreement between the Union, the employee and the Employer. Temporary Employees shall have limited rights and privileges and shall receive the rates of pay as set out elsewhere in the Collective Agreement and be entitled to receive the benefits of Article 22.09. It is understood that the release of the temporary employee will be at the sole discretion of the Employer, and termination of the temporary employee shall not be the subject of a Grievance or Arbitration.

1.03 **Government Employment Programs**

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 Unit 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. Persons employed under the aforementioned programs shall not replace Bargaining Unit employees nor shall they be paid higher rates of pay.

1.04 In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all employees as of the date of the signing of this agreement will not be replaced by sub-contractors.

1.05 **Definitions**

a) "Full-time" employee shall be defined as a member of the bargaining unit who is regularly scheduled to work the normal hours set out in Article 24.01.

b) "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, and who has the skill, and ability to perform the available work, shall be called for any additional shifts at a work location prior to the utilization of casual employees, unless this leads to overtime payment.

The Employer shall distribute shifts in an equitable fashion. Such additional shifts shall be distributed equitably among all part-time employees who have the skill, ability, qualifications and experience to perform the work required.

A refusal to work an available shift shall be counted as a shift worked for the purposes of equitable distribution, and the distribution shall be balanced on annual basis. Quarterly reports of shift distribution shall be provided to the Union upon request.

c) "Casual" employee shall be defined as a member of the bargaining unit who is called to work on an as and when needed basis. Casual employees may only be scheduled during the Christmas period (Dec. 15th to Jan 15th)*in addition to the June, July and August vacation

periods, and shall retain their casual status, providing all part-time employees have more scheduled hours than the casual employees.

Those departments that do not have part-time employees, i.e.: S.I.L., V.M.C., S.E.S. Foundations may schedule casuals as needed. Casual Resource Teachers may also be scheduled. Only if regular full-time or part-time employees assigned to that work location are not available will casual employees be scheduled. Casual employees are not to be assigned caseloads.

A refusal to work an available shift shall be counted as a shift worked for the purposes of equitable distribution. The Employer will keep documentation. If a casual employee is unavailable or refuses three shifts in a row in their permanent location, a letter will be sent to them by the Employer indicating that they are becoming in violation of call-in shift protocol. If the employee refuses or is unavailable for five additional shifts in a row in their permanent location a letter will be sent to them indicating they are terminated based on frustration of contract. If a casual or part-time employee who is on the call-in list for other work locations and is unavailable for five (5) consecutive shifts in a row he/she would simply be taken off the call-in list for that particular location.

- d) The above definitions shall not have the effect of guaranteeing maximum or minimum hours of work.
- e) An "Orientation" employee shall be defined as an employee who is being considered for employment, and who had been hired initially for the period of orientation only. The orientation period shall not exceed two weeks. It shall be at the sole discretion of the Employer to assign and determine orientation shifts to the orientation employee. Orientation shifts will vary in hours from one location to the other. All shifts within the two week orientation period will be paid at orientation rate.

During this period:

- (i) The employee's rate of pay shall be at minimum wage and one (\$1.00) dollar per hour.
- (ii) The employee shall not be entitled to any other provision of this Collective Agreement, except:

Article 3 - No Discrimination
 Article 8 - Grievance Procedure
 Article 9 - Arbitration

- (iii) The termination of an Orientation employee shall not be the subject of a grievance or arbitration.

Upon successful completion of the Orientation and the acceptance of an offer of employment from the Association, the employee shall be placed in one of the categories in Article 1 and shall commence the probationary period.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency,
 - b) hire, classify, transfer, promote, demote and lay off employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 2.02 The Union further recognizes the right of the Employer to operate and manage Supported Employment Services Program (S.E.S.), Vic Mahoney Centre Program (V.M.C.), Administration Office Services, Accommodation Services (Group Homes), Supported Independent Living Program (S.I.L.), Children's Services Program, Out of Home Respite Program, Foundations Program and any other program or service that the Association may have been assigned to in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over the operations, building and equipment of the above-mentioned programs and services are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter, from time to time, rules and regulations to be observed by the employees, but before altering any such rules, the Employer will discuss same with the Employer Employee Relations Committee (E.E.R.C.).
- 2.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules and provisions of this Agreement shall be conclusively deemed to be sufficient cause for discharge or discipline of an employee, provided

that nothing herein contained shall prevent an employee from going to the grievance procedure to determine whether or not such breach took place.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union, if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.
- 3.02 No representative of the Employer shall attempt to coerce or discriminate in any manner against any employee because that employee is or was a member of the Union, or is or was engaged in any lawful activity on behalf of the Union.
- 3.03 The Union agrees it will not discriminate against, coerce, or restrain any employee because of his membership or non-membership, his activity or lack of activity in the Union, and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.
- 3.04 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Executive Director or a person designated by him.
- 3.05 The Employer agrees to provide the Local Union with the names of new employees as hired and to provide a reasonable amount of time not to exceed fifteen (15) minutes for a shop steward to introduce new employees to the Union. Such interviews may be scheduled individually or collectively by the Employer so as not to interfere with normal operations.
- 3.06 **No Discrimination – Human Rights Code**
- The Employer, the Union and the members of the bargaining unit agree that there will be no discrimination contrary to the Ontario Human Rights Code.

ARTICLE 4 - CORRESPONDENCE

- 4.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or his/her designate and the Secretary of the Union and Local Regional Office.

ARTICLE 5 - UNION CHECK-OFF

- 5.01 The Employer will deduct from each employee in the bargaining unit, as a condition of employment, an amount equal to the regular monthly Union dues designated by the Union, from the first day of employment. The amount of regular monthly dues shall be as certified to the Employer by the Union from time to time. The amount so deducted shall be remitted by the Employer to the Director of Finance at the head office of the Union not later than the 15th of the month following the month on which the deduction was made accompanied by a list of the names of those employees from whom deductions have been made. Changes in Union dues shall be forwarded in writing to the Executive Director and shall take effect in the month following receipt of the particulars.
- 5.02 The Union shall save the Employer harmless from all claims or suits by employees that the employer has wrongfully deducted Union dues.
- 5.03 The Employer agrees to include the annual total of dues deducted on each employee's T4 slip.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 "No strike" or "lock-out" shall be as defined under the Labour Relations Act of Ontario, and shall include work stoppages, or any reduction in services.

ARTICLE 7 - REPRESENTATION

- 7.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officials and committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory personnel and other persons with authority to deal with personnel functions.
- 7.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect eight (8) stewards, whose duties shall be to assist any employee in preparing and presenting a grievance in accordance with the grievance procedure.

It is understood that the Union shall notify the Employer, in writing, as to the names of the stewards and only those thus named shall be recognized by the Employer.

- 7.03 The Union Grievance Committee shall consist of three (3) stewards and the Union shall notify the Employer, in writing, as to the names of the committee members.
- 7.04 It is recognized that in the administration or negotiation of this Agreement, supervision of the residents in the work locations of the Employer must come first. Therefore, a steward shall not leave work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld.
- 7.05
- a) There shall be an Employer Employee Relations Committee composed of three (3) members of management and three (3) members elected by the bargaining unit members, which shall discuss matters of mutual concern. The said committee shall not have the power to amend or alter this collective agreement.
 - b) The Employer agrees to recognize a negotiating committee of three (3) employees plus the Union representative for the purpose of renewing the present Agreement.
- 7.06 Employees on committees established under this Agreement, or by statute, shall not lose their regular straight time earnings for attending a joint committee meeting with the Employer during their regularly scheduled working hours.
- 7.07 The privilege of stewards to leave their work without loss of basic pay to attend meetings with the Employer, including reasonable preparation time, is granted on the following conditions:
- a) such business must be between the Union and the Employer;
 - b) the time of meetings shall be at a mutually agreeable time and time spent shall be devoted to the prompt handling of necessary Union business.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Any dispute involving the application, interpretation or alleged violation of this Agreement may be made the subject of a grievance, and an earnest effort shall be made to settle such grievance fairly and promptly in the following manner:
- 8.02 **Pre-grievance**
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 s/he has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. A meeting between the employee/employer will take place at the pre-grievance stage to make every attempt to adjust the issue. The employee shall submit a pre-grievance/complaint form to his/her immediate supervisor via confidential envelope to be signed for through the secretary/receptionist or delegate to request a meeting in writing within ten (10) working days of the occurrence of the incident of which the complaint is based on as per this Article. The supervisor of that respective department will ensure that such complaint is discussed via meeting with that respective employee within five (5) working days of receipt of the pre-grievance/complaint form. If desired, the employee may be assisted by a steward. The supervisor shall have three (3) working days to respond, in writing, via confidential envelope to be signed for through the secretary/receptionist or delegate to the complaint raised at the meeting. If the complaint is not settled, it shall be taken up as a grievance within five (5) working days of the discussion in the following manner and sequence:

8.03

Step 1

The employee may file a grievance in writing via confidential envelope to be signed for through the secretary/receptionist or delegate with the Manager. The written grievance, signed by the employee, shall state the nature of the grievance and the re-dress sought. Within ten (10) working days, a meeting between the employee/employer and his or her union representative shall take place to make every attempt to resolve the grievance. The meeting will take place at a mutually agreeable time. The Manager shall give the grievor his decision in writing via confidential envelope to be signed for through the secretary/receptionist or delegate within ten (10) working days from the date of the meeting.

8.04

Step 2

If the grievance is not resolved at Step 1, the grievor may submit the grievance to the Executive Director via confidential envelope to be signed for through the secretary/receptionist or delegate within ten (10) working days, who shall hold a meeting with the grievor and his/her union representative at a mutually agreeable time within seven (7) working days of receipt of the request. At the meeting, either party may have such assistance, as it deems necessary. The Executive Director shall respond in writing via confidential envelope to be signed for through the secretary/receptionist or delegate within ten (10) working days of the meeting.

- 8.05 **Discharge Grievance**
Where an employee who has completed the probationary period feels that he/she has been unjustly discharged, the employee may file a grievance at Step 2 above within five (5) working days of the notice of discharge.
- 8.06 **Policy Grievance**
Both the Union and Employer shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation of this Agreement.
However, a Union grievance shall not include any matter upon which an employee is personally entitled to grieve, unless the employee's grievance is common to a group of employees. The regular grievance procedure for a grievance particular to a single grievor shall not be bypassed. A policy grievance shall be presented in writing via confidential envelope to be signed for through the secretary/receptionist or delegate to the authorized representative or the Executive Director, or their designates as the case may be, within ten (10) working days of the incident giving rise to the grievance. A reply to the grievance shall be given in writing via confidential envelope to be signed for through the secretary/receptionist or delegate within ten (10) working days. The grieving party may then request a meeting as in Step 2 of the grievance procedure above, provided this is done within ten (10) working days of the other party's reply. Disposition of the grievance shall be made in writing within ten (10) working days following the meeting.
- 8.07 Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 9, providing such submission is made within fifteen (15) working days of the last written disposition by the responding party.
- 8.08 Any grievance not initiated or processed within the time limits specified shall be considered abandoned and Section 48(16) of the Labour Relations Act shall not apply in respect to this Agreement.
- 8.09 If a party fails to reply to a grievance within the time limits set out at any step above, the grievance may be submitted to the next step of the grievance procedure.
- 8.10 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.
- 8.11 For the purpose of this Article and Article 9, working days shall be Monday to Friday inclusive excluding Saturdays, Sundays, and designated paid Holidays.

ARTICLE 9 - ARBITRATION

- 9.01 **Composition of the Board of Arbitration**
When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then select an impartial Chairman.
- 9.02 **Failure to Appoint**
If the recipient of the notice fails to appoint a nominee, or if the two (2) appointees fail to agree upon a chairman within five (5) days of their appointment, or within such other times as may be agreed upon, the appointment shall be made by the Minister of Labour upon the request of either party.
- 9.03 **Decision of the Board**
The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.
- 9.04 **Expenses of the Board**
Each party shall pay:
a) the fees and expenses of the nominee it appoints, and;
b) one-half (½) of the fees and expenses of the Chairman.
- 9.05 Notwithstanding Art. 9.01, 9.02, 9.03, 9.04, it is agreed that either Party to the Collective Agreement may request the Minister of Labour to appoint a Single Arbitrator as defined in Section 45 of the Labour Relations Act. Each of the Parties shall share equally, if any, the fees and expenses of the Arbitrator so appointed.

ARTICLE 10 – SENIORITY/LAYOFF/DISPLACEMENT/POSTING

- 10.01
- a) Seniority shall be based on Employer-wide Seniority.
 - b) One seniority list for full-time employees shall be maintained.
 - c) Seniority for part-time and casual employees shall be expressed in total hours worked and shall be maintained on a separate seniority list.
 - d) For the purposes of seniority only, an employee, other than a temporary employee, who is transferred from full-time to part-time or casual status, or vice-versa, without any break in employment, shall receive credit for seniority on the basis of 2080 hours for each year of seniority.
 - e) Seniority list shall be posted at each work location.
- 10.02
- a) Whenever it becomes necessary to permanently reduce the staff complement, a layoff of employees shall be made on the basis of skill, competence, efficiency, ability, and the qualifications to perform the requirements of the job. Where, in the opinion of the Employer, these factors are relatively equal, seniority shall apply. The procedure in Paragraph (b) below shall be followed in the application of the above selection criteria.
 - b) Where the Employer determines the need to permanently reduce the staff complement in a particular program, service or work location the least senior employee with the Association shall be identified as surplus provided that the remaining employees are qualified to perform the available work.

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

 - i) the most senior full-time employee shall displace a junior full-time employee within their classification, failing no junior employee within the same Classification, the surplus employee may choose to voluntarily demote themselves and displace a junior full-time employee within a lower Classification;
 - ii) where there are no junior full-time employees to displace, the surplus employee shall displace a junior

regular part-time employee within the Association on the basis of the factors set out in 10.01(a), and, failing that;

- iii) where there are no junior regular part-time employees to displace, the surplus employee shall displace a junior casual employee within the Association on the basis of the factors set out in 10.01(a).
- c) An employee who has been bumped, may request a transfer to a permanent vacancy that becomes available within 12 months of the bumping date provided that the employee has the skill, competence, efficiency, ability, and the qualifications to perform the requirements of the job.
- d) Subject to the foregoing, probationary employees and students shall be first laid off.
- e) **Notice of Layoff**
The Employer shall provide such written notice of layoff to the Union. The Employer will also provide the notice of layoff to the employees in accordance with the Employment Standards Act, as amended. The Employer shall provide the Union and the employees concerned with a written notice of layoff in accordance with the Employment Standards Act, as amended or sixty (60) calendar days, whichever is of the greater benefit to the employees concerned.
- f) The above clause shall not be applicable in cases of emergency such as fire, flood, or other situations over which the Employer has no control, including lack of notice of funding cutback.
- g) A layoff is defined as a permanent reduction in the workforce or a permanent reduction in the regular hours of a position, as defined in this agreement.
- h) The Employer agrees to meet with the Union during the notice period if requested to do so to discuss:
 1. the reasons causing layoff
 2. services the Employer will undertake after layoff
 3. alternatives to layoff
 4. method of implementation
 5. ways to assist employees to find alternative employment
- i) In the event the Association merges or amalgamates with another agency or Board, the Association will make every effort not to lay off the present and existing employees. Notwithstanding the foregoing,

in the event that layoff is deemed necessary, the applicable provisions of the Collective Agreement shall apply.

- 10.03 In all cases of promotions (other than appointments to positions outside the scope of the bargaining unit), demotions and transfers to higher-paid jobs, the following factors shall apply:
- a) Employer wide seniority;
 - b) skill, competence, efficiency, qualifications and ability.
- Where, in the opinion of the Employer, the factors in subparagraph b) are relatively equal, seniority shall apply.
- 10.04 a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January and July of each year.
- b) Seniority lists for part-time/casual employees shall be done monthly after the last pay day in each month to reflect an accurate account of all hours worked.
- 10.05 An employee will be considered to be on probation for the first 850 hours worked.
- An employee will have no seniority rights during that period and his employment may be terminated at any time during such probationary period, and shall not be subject to the grievance procedure unless the Union claims discrimination as the basis of termination. Seniority shall date back to the first day of hire upon completion of the probationary period.
- 10.06 An employee shall lose all seniority, and shall be deemed to have been terminated for just cause, if he:
- a) voluntarily resigns his employment;
 - b) is discharged and not re-instated;
 - c) has been laid off for the lesser of his length of seniority or twelve (12) calendar months;
 - d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
 - e) fails to return to work upon the expiration of a leave of absence, or unreasonably utilizes a leave of absence for a purpose other than that for which it was granted, unless excused by the Employer in writing;
 - f) refuses to continue to work or return to work during an emergency unless a satisfactory reason is given to the Employer.
 - g) fails upon being notified of a recall to signify his intention to return within three (3) calendar days after he has received the notice of recall mailed by registered mail to the last known address according

to the records of the Employer, and fails to report to work within seven (7) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times. If the employee fails to do this, the Employer will not be responsible for failure to notify.

- h) All employees classified as Children's Services Resource Teachers/Lead Hand shall not be subject to Article 10.06 c) of the Collective Agreement for periods of layoff at March Break, Summer and Christmas, as long as they continue to be employed as Children's Services Resource Teachers.

10.07

Posting of Vacancies

- a) When learning of a permanent vacancy or a new position is created inside the bargaining unit, the Employer shall within twenty-one (21) days (excluding week-ends and holidays) post the position for a minimum of seven (7) days (excluding weekends and holidays) in a suitable location in order that all employees will know about the position and be able to make written application therefore:

Written application for internal applicants will consist of: a) cover letter and b) resume.

Written application for external applicants will consist of: a) cover letter and b) resume and c) attachments of copies of diplomas, certificates, licenses etc.

While the employer may advertise externally at the same time as the internal job posting, internal applicants from the Bargaining Unit shall be considered prior to the consideration of external applicants.

The posted vacancy shall be filled and the successful candidate shall assume the duties of the position within thirty-one (31) days (excluding weekends and holidays) of the closing of the posted vacancy.

- b) Temporary full-time vacancies, which have an expected duration of more than three (3) months, shall be posted in accordance with 10.07(a). Part-time/casual employees shall continue to receive payment in lieu of benefits. Employees filling temporary vacancies shall return to their former positions upon the expiration of the temporary vacancy provided same exists. Where such position does not exist, the employee may exercise her seniority in accordance with Article 10. Temporary full-time vacancies, which have an expected duration of less than three (3) months may be filled at the discretion

of the Employer with the most senior, qualified permanent part-time employee on a rotating basis using Agency wide seniority.

- c) Any vacancy that occurs as a result of a bargaining unit member being successful in filling a temporary vacancy as per 10.07(b) may be filled at the discretion of the Employer.

10.08 Such notice shall contain the following information.

- a) nature of the position;
- b) qualifications;
- c) required knowledge and education;
- d) skills;
- e) shift(s);
- f) wage or salary rate or range;
- g) the closing date for applications.

10.09 The successful applicant shall be placed on trial for a period of 520 hours worked. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of 520 hours worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and former salary without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position and former salary without loss of seniority.

10.10 If an employee has not had the opportunity to work in the period as indicated in Article 10.02(e) after notice of lay-off, they shall be paid in lieu of work for that part of the period during which work was not made available. However, the Employer shall have no liability for additional notice to employees laid off as a result of bumping under Article 10.02(b) above. Employees on layoff with recall rights who have the skill, ability, qualifications, and experience to perform the work required, shall be applicants to any posted vacancy.

10.11 The Employer shall make available to the Union, on request, job descriptions of the positions covered by the Collective Agreement.

ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES

11.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.

- 11.02 When an employee is promoted to another position, such employee shall be placed in the first step in the wage grid of the new position, providing its rate of pay exceeds that of his former position.
- 11.03 a) Where an employee is temporarily assigned to perform the duties of a position with a higher maximum for a period of five (5) working days in a ten (10) day work period, he shall be paid acting pay from the day he commenced to perform the duties of the higher salaried position normally at the first step of the wage grid of the new position, provided the rate of pay exceeds that of his former position, otherwise he shall be moved to the second step of the wage grid of the new position.
- b) Where such assignment under 11.03 a) is to a position outside of the bargaining unit, seniority shall accumulate for up to three (3) months.
- 11.04 Where the Employer temporarily assigns an employee to the duties and responsibilities of a position with a lower maximum wage grid where there is no work reasonably available for him in the position from which he was assigned, he shall continue to be paid at the rate applicable to the position from which he was assigned.
- 11.05 The Children's Services Lead Hand shall receive a premium of Seventy-Five (\$0.75) cents per hour in recognition of their increased responsibilities, for all hours worked.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 A leave of absence is an authorization for an employee to be absent from work for a definite period of time which has been approved in advance by the Employer. Benefits and seniority accumulation shall be in accordance with the provisions of the Employment Standards Act, as amended, and the collective agreement.
- 12.02 A regular employee may be granted a leave of absence for personal or educational reasons for a period of time commensurate with the approved reason for which the request for leave is made, but in no event for more than three (3) months.
- 12.03 For reasons satisfactory to the Employer, a leave of absence may be extended upon written application to, and receipt of written approval from, the Executive Director or his/her representative. Application for extension of leave of absence must be received by the Employer at least two (2) weeks prior to the expiration of such leave.

- 12.04 All leaves of absence granted for any reason shall be without pay, except as applied in 12.06.
- 12.05 An employee who accepts employment elsewhere during a leave of absence without the knowledge and consent of the Employer shall be deemed to have voluntarily terminated his employment.
- 12.06 A leave of absence may be granted to an employee with pay for not more than five (5) days in a calendar year upon compassionate grounds. The leave on this basis must be approved by the Executive Director. The employee must provide a written explanation to the Executive Director.
- 12.07 **Leave of Absence for Union Business**
Leave of absence without pay and without loss of seniority to attend Union functions shall be granted to not more than three (3) employees for a total period not exceeding in the aggregate thirty (30) days in any one calendar year. Application for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave.
- 12.08 Upon request by the Union, leave of absence with no loss of pay and with no loss of credits shall be granted to an employee elected as an Executive Board member or an Executive Officer of the Provincial Union for the purpose of conducting the internal business affairs of the Provincial Union.
- The Provincial Union will reimburse the Employer for salary paid to the member elected to the Provincial Executive Board or as a Provincial Executive Officer to the Ontario Public Service Employees Union.
- Not more than one (1) member shall be granted leave at any one time.
- 12.09 During the leaves of absence outlined in Articles 12.07 and 12.08, the employee's salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

12.10

Effect of Leave of Absence

a)

Employees on Leaves of Absences without pay from the Employer, shall be entitled to the following:

- i) Employees on LTD and WSIB
 - shall accumulate seniority for the first twenty-four (24) months
 - years of service shall be adjusted accordingly based on seniority accumulated
 - sick leave credits shall accumulate for the first twenty-four (24) months
 - vacation credits shall be pro-rated based on the gross earnings for the vacation year
 - vacation time shall be based on years of service
 - health benefits shall be covered by the employer for the first twenty-four (24) months (does not include the employee's portion for the LTD costs)
 - pension benefits will be matched by the employer for the first twenty-four (24) months
 - their position will be held for twenty-four (24) months

- ii) Employees on maternity/parental leave or sick leave not covered by LTD or WSIB
 - shall accumulate seniority for the first twelve (12) months
 - years of service shall be adjusted accordingly based on seniority accumulated
 - sick leave credits shall accumulate for the first twelve (12) months
 - vacation credits shall be pro-rated based on the gross earnings for the vacation year
 - vacation time shall be based on years of service
 - health benefits shall be covered by the employer for the first twelve (12) months (does not include the employee's portion for the LTD costs)
 - pension benefits will be matched by the employer for the first twelve (12) months
 - their position will be held for twelve (12) months

- iii) Employees on any other type of leave
 - shall accumulate seniority for the first month (2 months for employees who have 15 years or more of service)
 - years of service shall be adjusted accordingly based on seniority accumulated
 - sick leave credits shall accumulate for the first month (2 months for employees who have 15 years or more of service)
 - vacation credits shall be pro-rated based on the gross earnings for the vacation year

- vacation time shall be based on years of service
- health benefits shall be covered by the employer for the first month (2 months for employees who have 15 years or more of service) (does not include the employee's portion for the LTD costs)
- pension benefits will be matched by the employer for the first month (2 months for employees who have 15 years or more of service)
- their position will be held for twelve (12) months

ARTICLE 13 - SICK LEAVE (sick leave credits will be converted to hours)

- 13.01 Annual sick leave credits shall accumulate at the rate of one day per month, and such sick leave credits shall accumulate to a maximum of one hundred and thirty (130) days. Upon retirement or termination, the Employer shall pay twenty five percent (25%) of the value of the accumulated sick leave credits, based on the current rate of pay at the time of separation. Employees shall furnish evidence of illness or injury after three (3) days' absence, if requested by their respective Employer.
- 13.02 Sick time will be taken off at minimum of three (3) hours where a replacement worker is required. If a replacement worker is not required, the request for less than three (3) hours will be considered by the Employer (See Article 20).
- 13.03 Part-time Resource Teachers in the Children's Services Department shall also receive sick leave credits in the amount of four (4) hours per month, provided they have continuous service. The Lead Hand Resource Teacher in the Children's Services Department shall also receive sick leave credits in the amount of seven (7) hours per month, provided he/she has continuous service.

ARTICLE 14 - PREGNANCY/PARENTAL LEAVE

- 14.01 Pregnancy/parental leave shall be granted in accordance with the Employment Standards Act as amended.
- 14.02 Employees who are granted a leave of absence under Article 12.02 beyond that contained in 14.01 may arrange to pay premiums before the due date for their portion of the employee subsidized benefits while on the leave of absence in accordance with the relevant sections of Article 12. The Employer will notify the employee of the premiums due.

- 14.03 Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee will be placed on an unpaid leave of absence.
- 14.04 Full time and part time employees who have completed their probationary period and who are entitled to pregnancy/parental leave under this Article, shall be paid an allowance in accordance with the Supplementary Unemployment benefit plan upon providing evidence the employee is in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act, (Canada) .

In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- a) for the first two (2) weeks, payments equivalent to one hundred percent (100%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy/parental leave; and
- b) up to a maximum of fifty (50) additional weeks' payments of twenty-five dollars (\$25.00) per week; and
- c) when an employee does not return to work for the Employer for at least six months after upon completion of the pregnancy leave the (\$25.00 per week for 50 weeks) shall be paid back to the company by the employee. Retrieval of the monies is the sole responsibility of the Employer.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 When a death occurs in the immediate family of a full-time employee, the employee shall be allowed up to three (3) working days off with pay as required for the purpose of attending and making funeral arrangements. All employees who must travel out of the Timmins area to attend a funeral will be allowed five (5) consecutive calendar days for the purposes of attending the funeral. Full pay at the regular rate of pay will be received by the employee for all regularly scheduled shifts missed. Immediate family shall mean: spouse, common-law partner, parent, step parent or foster parent of the employee or his or her spouse or partner, brother, sister, child, step child or foster child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, step grandparent, grandchild, and step grandchild of the employee or the spouse or common law partner of the employee. The employee may request to reserve one (1) day for the burial, scheduled for a later date.

- 15.02 Part-time employees shall be granted three (3) consecutive days off without loss of pay, for any scheduled shifts including the day of the funeral. The employee may reserve one (1) day for the burial, scheduled for a later date.

ARTICLE 16 - PAID JURY, COURT WITNESS DUTY LEAVE

- 16.01 The Employer shall grant leave of absence without loss of seniority, benefits or wages to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness. The employee will present proof of service and the amount of pay received.
- 16.02 Should the employee present himself for selection as a juror, and not be selected, then he is required to return to the Employer's premises to complete his remaining normally scheduled work day.
- 16.03 Time spent by an employee required to serve as a witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 17 - HOLIDAYS

- 17.01 The following are designated paid holidays:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
- Floating holidays (1) – full time employees only

If the Employer is required to observe an additional paid holiday as a result of legislation, it is understood that one floater shall be deleted and replaced by any newly proclaimed holiday so that the Employer's obligation to provide for twelve (12) paid holidays remains unchanged.

Conditions applicable to the floating holidays:

Full time employees will qualify for floater holidays after being employed for the Employer for three (3) months. Full time employees shall indicate the date on which they wish to take their Floating Holidays as much in advance as possible but in all cases prior to the posting of the applicable schedule. The employee and the supervisor shall seek to agree on the day to be taken. If the Floating Holidays are not taken by December 31 of that year, the entitlement shall be lost unless two (2) written requests for scheduling the day have been refused by the Employer. In such cases the day will be

paid. The Floating Holidays will not be paid on termination. If the employee has not used them, they will be forfeited.

- 17.02 Subject to Article 17.03 below, a full-time employee shall be entitled to receive a designated holiday off with pay in the amount of her/his regular straight time earnings provided and calculated as follows:

The total number of hours worked or paid by the employer in the four weeks prior to the stat holiday divided by 20.

- a) S/he works the regularly scheduled shift immediately preceding and following the holiday;

- 17.03
- a) Where a full-time employee is required to work on a designated holiday, and s/he does, such employee shall receive a premium of one-and-one-half (1½) times her/his regular straight time hourly rate of pay for the hours so worked, and a day off with pay (as calculated in Article 17.02) in lieu at a mutually agreed upon time, and should agreement not be reached, then a day's pay (as calculated in Article 17.02) shall be paid.
- b) Where a part-time employee is required to work on a designated holiday and s/he does, such employee shall receive a premium of one-and-one-half (1-1/2) times her/his regular straight time hourly rate of pay for the hours so worked.
- c) Where a full-time twelve (12) hour shift employee is required to work on a designated holiday and s/he does work twelve (12) hours, such employee shall receive payment of twelve (12) hours at straight time and bank eight (8) hours statutory pay and six (6) hours banked time with the option to be paid for the six (6) hours. Where a full-time twelve (12) hour shift employee is required to work on a designated holiday and s/he does work eight (8), such employee shall receive payment of eight (8) hours straight time and banks eight (8) hours statutory and four (4) hours banked time with the option to be paid for the four (4) hours. If the full-time twelve (12) hour shift employee does not work the statutory holiday, the employee is paid eight (8) hours straight time.
- d) All banked hours from Statutory Holidays shall be used in the same fiscal year (March 31st with the exception of Children's Services December 31st) and the sum of banked hours and statutory banked hours cannot exceed five (5) shifts as per Article 24.02 a).
- e) In the event that all statutory banked hours are not used by the fiscal year end they shall be paid out.
- f) In the event that a statutory holiday falls at the end of the fiscal year, that holiday will be considered to be carried forward to the next fiscal year end.

- 17.04 Employees shall not be entitled to holiday pay for any holiday which occurs during an absence from work due to Leave of Absence, Sick Leave or absence covered by Workers Safety Insurance Board (WSIB).
- 17.05 Resource Teachers in the Children's Services unit shall also receive designated holidays and scheduled floaters in accordance with the above, with pay in the amount of their regular day's pay of four (4) hours, provided they otherwise qualify for holidays. The Children's Services Lead Hand Resource Teacher shall also receive designated holidays and scheduled floaters in accordance with the above with pay in the amount of his/her regular day's pay, seven (7) hours pay provided he/she otherwise qualifies for the holidays.

ARTICLE 18 – VACATIONS (Vacation entitlements will be converted to hours)

18.01 **Full-Time Vacation Entitlement**

Full-time employees shall receive vacation with pay on the following basis:

- a) employees who have completed at least six months of full-time continuous service with the Association shall be entitled to vacation on the basis of five days with pay in the same calendar year at their current rate;
- b) employees who have completed more than one year or more of full-time continuous service with the Association shall be entitled to a vacation, effective on their anniversary date, on the basis of 0.833 days with pay for each completed month at their current rate;
- c) employees who have completed two years or more of full-time continuous service with the Association shall be entitled to a vacation, effective on their anniversary date, on the basis of 1.25 days with pay for each completed month at their current rate;
- d) employees who have completed five years or more of full-time continuous service with the Association shall be entitled to vacation, effective on their anniversary date, on the basis of 1.667 days with pay for each completed month at their current rate;
- e) employees who have completed ten years or more of full-time continuous years of service with the Association shall be entitled to vacation, effective on their anniversary date, on the basis of 2.083 days with pay for each completed month at their current rate;
- f) employees who have completed fifteen (15) years or more of full-time continuous years of service with the Association shall be entitled to vacation, effective on their anniversary date, on the basis of 2.333 days with pay for each completed month at their current rate;
- g) employees who have completed twenty (20) years or more of full-time continuous years of service with the Association shall be entitled

- to vacation, effective on their anniversary date, on the basis of 2.5 days with pay for each completed month at their current rate;
- h) employees who have completed twenty-five (25) years or more of full-time continuous years of service with the Association shall be entitled to vacation, effective on their anniversary date, on the basis of 2.667 days with pay for each completed month at their current rate.
- 18.02 Selection of vacation periods shall be on the basis of an employee's seniority within their specific work location provided that such senior employee has submitted his choice of vacation in writing prior to March 31st of the year of the vacation. The Employer will return the approved vacation request to the employee prior to posting the vacation schedule. Two weeks during prime vacation time (July and August) will be granted to each full-time employee upon request; should a conflict arise seniority will apply. Seniority will also apply for the remainder of vacation approvals during prime time, if requested in writing prior to March 31. Any other requests submitted after March 31 will be granted on a first come, first served basis.
- 18.03 Vacation schedules shall be posted no later than April 15th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations may commence immediately following an employee's regularly scheduled days off.
- 18.04 An employee is limited in vacation to the number of days earned in the calendar year.
- 18.05 When employment commences part way through the calendar year, the vacation earned in that first year may be utilized in the following way: the employee may take all vacations accrued to December 31st if six (6) month's service is completed.
- 18.06 When a paid holiday, as defined in this Agreement, falls within an employee's vacation period, an extra day may be taken as time off at some other mutually agreed upon time, and if no agreement is reached, the employee shall be paid a statutory holidays pay of eight (8) hours maximum. Refer to article 17.03 for full-time twelve (12) hour shift employee. All banked hours from statutory holidays must be used in the same fiscal year.
- 18.07 If an employee is terminated prior to having worked 850 hours, the employee will be paid vacation at four per cent (4%).
- 18.08 Vacation pay shall be at the employee's current regular daily rate of pay for each day of vacation earned.
- 18.09 This Article shall not apply to part-time employees; however, part-time employees may be granted vacation leave without pay on a seniority basis.

- 18.10 An employee whose status is changed from part-time to full-time shall receive credit for service for vacation entitlement purposes on the basis of 2080 hours worked for one (1) year of service.
- 18.11 Vacation hours will be used at a minimum of three (3) hours, where a replacement worker is required. If a replacement worker is not required, the request for less than three (3) hours will be considered. (See Article 20).

ARTICLE 19 - HEALTH AND SAFETY

19.01 It is the responsibility of the Employer, the Union, and the employees to provide a safe and healthful working environment for all of its employees. Further, the Parties agree to maintain a Joint Health and Safety Committee consisting of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union in accordance with the provisions of the Occupational Health and Safety Act.

19.02 Violence in the Workplace

- a) The Employer shall take all necessary measures to protect employees from violence in the workplace. When the behaviour of an individual supported and/or condition is such that there is a potential hazard to the health and safety of an employee, the Employer in consultation with the Union and the Joint Health and Safety Committee shall develop appropriate written strategies for safely supporting that individual.
- i) Each employee will be provided with current information and strategies about supported individuals who speak through their behaviour (which may include aggression) to enable him/her to protect themselves and others;
 - ii) Training will be provided to employees who support individuals whose behaviour has the potential of being aggressive. The training will include Non-Violent Crisis Prevention and Intervention (C.P.I.) training and any other training the Employer feels is necessary;
 - iii) A safe working environment will be provided wherein potentially dangerous objects are either removed or maintained securely;
 - iv) The Employer shall provide employees who are required to work alone in the field with an appropriate and effective communication device for summoning assistance on a case-to-case basis based on what is deemed appropriate by the Employer in that specific work location;
 - v) The Employer shall not assign an employee to work alone in a potentially violent situation or with a potentially violent individual

supported unless the assigned employee has received the above-mentioned training and safety practices are put in place.

b) **Bullying/Psychological Harassment**

The Employer shall make reasonable provisions to ensure that the employees have the right to be free from bullying/psychological harassment as defined within the Workplace Violence Prevention Program. The Employer and the Local Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment.

c) An employee shall not be disciplined for refusing to work on a job which is not safe.

19.03 Where an employee has had clothing and/or personal items damaged by the action of a person supported by the Employer, such clothing and/or personal item(s) shall be replaced or repaired by the Employer. The Employer reserves the right to limit personal jewellery or expensive clothing from being worn during work hours as long as this direction does not infringe on any individual's human rights.

19.04 **Harassment and Discrimination**

It is the responsibility of the Employer, the Union and the employees to ensure that no harassment and discrimination occur in the workplace. There will be zero tolerance to harassment and discrimination in the workplace. See policy.

ARTICLE 20 - CALL-IN AND REPORTING PAY

20.01 **Call-In**

A full-time employee who is called in to work outside of his regularly scheduled hours shall be paid a minimum of three (3) hours pay at straight time or one-and-one-half times (X 1.5) their regular hourly rate for actual hours worked, whichever is greater. Compensation under this clause shall be as per Article 24.02.

20.02 **Reporting Pay**

Part-time employees who report for work as required by the Employer shall receive a minimum of three (3) hours' pay at the employee's normal hourly straight time rate.

20.03 Employees attending staff meetings shall be paid at their regular straight time hourly rate for all hours of such attendance. Where such attendance

results in a full-time employee's total hours of work in the pay period exceeding an average of eighty-eight (88) bi-weekly, or the meeting occurs immediately after an employee has completed working a regularly scheduled shift, the employee shall be paid at one-and-one-half (1-1/2) times the regular straight time hourly rate for such excess hours. Attendance at such meetings shall be voluntary, and shall not constitute circumstances under either Article 20.01 or 20.02.

20.04 **Standby/On-Call Duty**

- a) An employee required to standby or remain on-call (via phone or beeper) shall be paid at the rate of one hundred dollars (\$100.00) per week for each week of such duty.
- b) An employee who is required to attend in person to a crisis call after 2 a.m. shall not be required to report to their day shift duty until 11 a.m. without loss of pay.

ARTICLE 21 - EMPLOYMENT EXPENSES

21.01 **Kilometre Allowance**

The Employer shall pay an allowance of forty-two cents (\$0.42) per kilometre to employees authorized or directed to use their cars or vehicles. Authority is by the respective supervisor.

21.02 **Clothing Allowance**

Employees who in the course of their duties are required to swim in a pool with individuals supported, shall receive to a maximum of sixty (\$60.00) dollars, once per year, upon proof of purchase of a bathing suit.

Employees who are requested to utilize certified safety approved (C.S.A.) footwear by the Employer shall receive a maximum of seventy-five (\$75.00) dollars, every two years, upon proof of purchase of C.S.A. approved footwear.

Employees who are requested to utilize specific footwear by the Employer to support individuals outside of their regular work locations, shall receive a maximum of sixty (\$60.00) dollars every 2 years upon proof of purchase of the specific footwear.

The Employer shall ensure that all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions are provided and maintained at no cost to the employee.

- 21.03 The Employer agrees to reimburse employees for work related out-of-pocket expenses which are authorized in advance by a supervisor and for which

detailed and itemized receipts are provided.

21.04 **Staff Training**

All staff will be paid for time spent taking Standard First Aid, Basic Cardio Pulmonary Resuscitation (CPR) and Non-Violent Crisis Prevention and Intervention (CPI) training only. The Employer will pay for such training. Full time employees and Children's Services part-time Resource Teachers/Lead Hand will have the option to bank their time or receive payment. Part time and casual employees will be paid for their time spent while in training at their regularly hourly rate of pay. Any time spent in training will be banked and an equivalent time off will be scheduled at a mutually agreed time.

Training will not result in Full-time employees losing hours. If the training hours are less than his scheduled shift, he is required to return to his work location for his remaining hours of the shift or use credits at their discretion.

21.05 **Medicals**

Where the Employer requires an employee to obtain a doctor's certificate or note, the cost, if any, shall be paid by the Employer to a maximum of fifty-five dollars (\$55.00) provided the employee provides the Employer with a receipt.

ARTICLE 22 - WELFARE BENEFITS

22.01 The Employer agrees to arrange for health care benefits insurance, carrier of said insurance to be chosen by the Employer; the Employer further agrees to pay one hundred (100) percent of the premium cost for each full-time employee. This insurance will include semi-private and prescription drugs.

22.02 The Employer will reimburse employees for auto insurance surcharges due to the nature of their business travel (i.e. transporting persons supported) up to a maximum of one hundred and fifty (\$150.00) dollars per year, upon receipt of written evidence this coverage has been arranged by the employee.

22.03 The Employer agrees to pay one hundred (100) percent of the premium cost of a group life insurance plan for full-time employees, each employee to have a policy of ten thousand dollars (\$10,000). The Employer shall choose the insurance carrier.

- 22.04 Full-time employees agree to pay fifty (50) percent of a Long Term Disability Insurance Plan. The carrier of the said plan to be chosen by the Employer, and subject to the following terms:
- a) Benefits to total sixty-six and two-thirds (66 2/3) percent of employee's gross salary at time of departure from employment;
 - b) Benefits will commence six (6) months from time of departure from employment;
 - c) New employees hired after the date of this contract shall become eligible for this benefit after one (1) year of continuous employment.
 - d) Vision Care premium will be paid by the Employer.
 - e) Dental Care premium will be paid by the Employer.
- 22.05 **Pension Plan**
During the term of this Agreement, the Employer shall continue to contribute to the Pension Plan designated and administered by the Employer. The Employer and employees shall make contributions in accordance with the Plan, and employees shall be enrolled in the Plan in accordance with the terms and conditions of the Plan and be provided with a copy of the Plan.
- 22.06 **Change of Carrier**
The Employer may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.
- 22.07 In the event of a lay-off of an employee, the Employer shall pay its share of insured benefit premiums up to the end of the month in which the lay-off occurs. The employee may, if possible under the terms and conditions of the insurance benefits program, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the Administration office of the Employer, provided that the employee informs the Employer of his intent to do so at the time of the lay-off, and arranges with Employer the appropriate pay schedule.
- 22.08 The Employer's share of the premium costs shall cease when an employee:
- a) terminates
 - b) is laid off (subject to Article 22.07)
 - c) is on strike or lockout unless an agreement is reached between the Employer and the Union to continue to maintain the benefit premiums for the duration of the strike or lockout.

- d) is on a Leave of Absence without pay in excess of the maximum specified in Article 12.10.

22.09

Welfare Benefits for Part-time and Casual Employees

- a) In lieu of vacation pay, sick leave, and holiday pay, each part-time or casual employee, other than teachers, shall be paid an additional thirteen per cent (13%) of his gross bi-weekly wages, and said payment shall be added to his regular bi-weekly pay cheque.
- b) i) Resource teachers shall receive, in lieu of vacation pay, an additional eleven per cent (11%) of his gross bi-weekly wages, and said payment shall be added to his regular by-weekly pay cheque.
- ii) Resource teachers shall accumulate four (4) hours' sick leave credit for each month of active service to a maximum of five hundred and ninety-three (593) hours. The Resource Teacher/ Lead Hand shall accumulate seven (7) hours sick leave credit for each month on active service to a maximum of nine hundred and ten (910) hours. Upon retirement or termination, the Employer shall pay 25% of the value of the accumulated sick leave credits, based on the current rate of pay at the time of separation. Resource teachers shall furnish evidence of illness or injury after 3 days absence, if requested by their program manager.

ARTICLE 23 - GENERAL

23.01

Plural or Feminine Terms May Apply

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

23.02

The cost of printing the collective agreement shall be shared equally between the parties.

23.03

Performance Appraisals

When an appraisal of an employee's performance is made, the employee concerned shall be given the opportunity to review and sign the performance appraisal form upon its completion to indicate that its contents have been read. The employee shall have the right to place his own comments on the form or to append his comments to the form. Refusal to sign shall be signified on the performance appraisal form and the absence of the employee's signature will not render the performance appraisal invalid. The

employee will be given an exact copy of the performance appraisal for his/her own records on request.

- 23.04
- a) An employee who may be accompanied by a Union representative, if the employee so chooses, may, in the presence of the Executive Director/Supervisor, review the contents of his/her personnel file at a time mutually agreed. The employee agrees not to alter, remove or add to any documents contained in the file, unless approved by the Executive Director. The employee may place a memorandum in the file which may indicate that they have read the contents of the file or that they object to any particular document.
 - b) Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee one (1) year following receipt of such letter, suspension or other sanction, providing that the employee has been discipline free for one year and with the Executive Director's agreement.

23.05 **Bulletin Boards**

The Employer agrees to provide a bulletin board in each of the Employer's work locations on which the Union may post notices regarding Union business. Such notices will be signed and posted by officers of the Union only and will be in keeping with the spirit and intent of this Agreement.

23.06 **Technological Change**

The Employer undertakes to notify the Union of any technological change which the Employer has decided to introduce which will significantly alter the employment status of employees within the bargaining unit.

Upon request, the Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees, and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

- 23.07 All employees shall be covered under the terms and conditions of the Workplace Safety Insurance Act.

ARTICLE 24 - HOURS OF WORK AND OVERTIME – FULL-TIME EMPLOYEES

24.01 **Hours of Work**

- a) The regular work period for a permanent or temporary full time employee would be not less than sixty (60) hours and not more than eighty (80) hours in a two week period. If permanent or temporary full time employees are asked to work over their set scheduled (60 or 80)

hours they shall receive overtime payment for such hours worked.

Overtime for part-time and casual employees will be defined as an authorized period of work of more than 88 hours in a two week pay period, or more than 12 hours in a day worked, except for agreed upon training, and work related meetings, etc.

b) Breaks and Eating Periods: (All Employees)

Work less than 4 hours – no break

Work four hours – 15 minute break

Work five hours – 30 minute eating period and 15 minute break

Work six to eight hours – 30 minute eating period and two 15 minute breaks

Work 12 hours – two 30 minute periods and two 15 minute breaks

Employees that are providing direct service to individuals during their work hours are expected to remain at their work locations and to continue supporting individuals during their breaks.

c) Overnight Trips/Camping and Medical Trips

The Union and the Employer agree that it is desirable in continuing over-night trips and camping excursions for the individuals supported. Therefore, it is agreed that Overtime will be suspended to permit this to happen. Instead, the employee will be paid twelve (12) hours at straight time for each night that is spent on the excursion (i.e. camping from Monday at 7:00 a.m. to Friday at 3:00 p.m., the employee will be paid (12) hours for Monday to Thursday 4 X 12 hours plus 8 hours equals 56 hours. OR, leaving at 7:00 a.m. on Wednesday and returning on Thursday at 3:00 p.m. The employee will be paid 12 hours for Wednesday, plus 8 hours for Thursday, equals 20 hours at straight time.

If a work location is closed, (no individuals supported to receive services) due to excursions, then the full-time employee will be placed in another work location. The employee will have the option of accepting the alternate location and work or be allowed to take vacation time or leave without pay.

The medical trips out of town for wheelchair assessments will be treated as above.

Surgeries out of town will be treated on a case-to-case basis being determined by the amount of care that the person supported requires, as pre-determined with the supervisor prior to the trip.

- 24.02
- a) All full-time employees who work overtime shall receive payment at one and one-half times (1½) their regular hourly rate. At the employee's option, equivalent time off at one and one-half times (1½) their overtime hours worked may be taken off, to a total maximum of five (5) shifts at any time, at a time mutually agreeable to the employee and the Employer.
- b) Twelve Hour Shifts – Accommodations
Full-time Employees working twelve (12) hour shifts in the homes shall:
- i) **Overtime:** Not be eligible for overtime unless they exceed eighty (80) hours in a two-week period.
- ii) **Vacation:** Vacation entitlement will be converted to hours. e.g. 15 vacation days = 15x8=120 hours. The employee is entitled to 120 hours vacation. The employee could take the 120 hours and divide it by 12 hours = 10x12 hour shift
OR
The employee would be entitled to utilize vacation credits as per Article 18.11. The hours taken would be recorded as hours of vacation.
- iii) **Statutory Holidays:** Paid statutory holidays are converted to hours. If an employee works the statutory holiday and is scheduled for 12 hours, the employee is paid for 12 hours straight time and banks 8 hours stat and 6 hours banked time. If one works the statutory holiday and is scheduled for 8 hours, the employee is paid 8 hours straight time and banks 8 hours stat and 4 hours banked time. If the employee does not work the statutory holiday, the employee is paid 8 hours straight time (as per labour law).
- iv) **Bereavement/Compassionate Leave:** The employer will give the required time off provided accurate documentation is supplied. The Employer agrees to pay the shift scheduled as a day for a day.
- v) **Sick Days:** Sick days will be converted to hours; same as vacations, e.g. one sick day a month = 12 months x 8 hours = 96 hours. The employee will be able to utilize sick credits as per Article 13.02.
- vi) **Night Shift Premium:** The night shift premium will only apply if the employee is scheduled to work after midnight. The night shift premium applies to all hours of the scheduled shift.
- vii) Part-time and casual employees will not be eligible for overtime, unless they exceed eighty-eight (88) hours in a two-week period.
- 24.03 Employees who work a night shift at a group home shall receive a night shift premium of fifty-five cents (\$0.55) per hour, for all hours worked.

- 24.04 In this contract "overtime" means an authorized period of work calculated to the nearest half hour and performed on a scheduled day in addition to the regular work period or performed on a scheduled day off.
- 24.05 It is expressly understood and agreed that the provisions of this Article shall not be construed to be a guarantee or a limitation of the hours of work per day or per week, or otherwise, nor is a guarantee of working schedules.
- 24.06 When the part-time and casual call-in list is exhausted (ie: any full-time shift resulting in overtime) the full-time employees shall be offered overtime on a rotational basis based on their work location call-in list. If no full-time employees accept the offered shift then it will be offered to temporary full-time employees then part-time employees then casual employees.

Overtime work shall be on a voluntary basis, and all overtime shall be distributed equally on a rotating basis amongst all the full-time and part-time employees regularly working, beginning with the most senior full-time employees. The Employer shall keep an up-to-date record of all overtime work for the purpose of equal distribution on a monthly basis. Any employee refusing overtime work or who is unavailable to work shall have the offered time recorded as such.

24.07

Shift Scheduling

- a) Shift schedules of a six (6) week duration will be posted at least fourteen (14) days in advance of their effective date. There shall be no change in the shift schedule after it has been posted unless notice is given to the employee seventy-two (72) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified seventy-two (72) hours in advance of the shift change, he shall be paid time and one-half (1-1/2) for the first eight (8) hours worked on the changed shift. No premium shall be paid where the change of schedule is caused by an emergency beyond the Employer's control.
- b) An employee may exchange a shift with another qualified employee subject to the approval of the Employer. It is understood that such exchange shall not result in any overtime or premium pay.
- c) An employee will not cancel a shift that was pre-scheduled to go work a longer shift in a different work location. Nor will an employee cancel a call-in short shift that was accepted to take a longer call-in shift. Mandatory scheduled training will not be cancelled by an employee to accept a longer shift.

24.08

Hours of Work and Overtime – Part Time Employees

Part-time employees shall have the option to bank any hours of work up to a maximum of thirty-six (36) hours. Upon written request, the employees will be paid out any or all hours accumulated on approved pay days. All banked hours must be paid out in the same fiscal year as earned.

24.09 **Children's Services, Banking of Hours**

Such employees may request, in writing to their immediate supervisor, permission to bank hours. The maximum number of hours that may be banked for a part-time Resource Teacher is thirty-six (36) hours and for the Lead Hand thirty-five (35) hours.

The banking of hours will be permitted for transitioning children, attending case conferences/meetings, and meeting with parents. All hours including workshops and training are at straight time, but the hours can be paid out or banked.

ARTICLE 25 – JOB SHARING

- 25.01
- a) Job Sharing shall be on a voluntary basis. All arrangements for Job Sharing shall be for a fixed period; shall be renewable on the agreement of all parties for a further fixed period and may be terminated by either Community Living Timmins or the employee with two (2) weeks notice.
 - b) Positions within the Bargaining Unit which could be filled on a Job Sharing basis would be designated by the Employer and would be subject to agreement by OPSEU. Management reserves the right to designate positions or groups of positions as ineligible for participation in Job Sharing and OPSEU has the right to refuse to include positions deemed eligible by the Employer. Job Share opportunities will only be offered to full-time employees.
 - c) It is agreed that any Job Sharing arrangement is subject to the following principles:
 - i) Job Sharing will not result in a reduction in the availability or quality of service;
 - ii) Job Sharing will not result in additional cost to the employer;
 - iii) Job Sharing will not result in a reduction of availability of vacation or seniority but will result in a pro-rated accumulation of vacation and seniority;

- iv) Job Sharing shall not result in a reduction on complement of permanent full-time positions. Job sharing is two persons sharing one full-time position.
- d) Statutory Holidays will be addressed on a pro-rata basis; for example: If Monday in a given week is a Statutory Holiday, both employees will be given that day off with their regular pro-rated salary regardless of whether either or both employees was scheduled to work that day (35 hour week will be 3.75 hours) paid Stat. (40 hr. week will be 4 hours) paid Stat. Each employee in the example would work 4/5 of his or her regularly scheduled pro-rated hours in the remainder of the week.
- e) Persons engaged in Job Sharing must possess the qualifications, skills and the ability to perform the duties outlined in the Job Descriptions.
- f) All of the following articles will remain as per the Collective Agreement:
 - i) People can participate in Job Sharing providing they have completed their probation (Article 10.05)
 - ii) Family Medical Leave
 - iii) Bereavement Leave (Article 15.01)
 - iv) Pregnancy/Parental Leave (Article 14)
 - v) Meetings: Staff meetings will be paid (Article 20.03)
- g) All of the following will be pro-rated for both employees:
 - i) Vacation: i.e. 20 days = 10
 - ii) Sick Leave: 6 days per year
 - ii) Seniority will be pro-rated accordingly
- h) At the time of the filling of any Job-Share positions, the following provisions will be clarified with and agreed to by the employee and the Employer:
 - i) Scheduling of hours worked;
 - ii) Provisions for overtime as per Collective Agreement (Article 24.04)
- i) The employee will be eligible for benefit coverage.
- j) Positions subject to Job Sharing which become vacant will be filled in the following manner:

- i) In the event that one of the employees in the position leaves the Agency or transfers to another position, the remaining employee participating in Job Sharing the position will be given first opportunity to assume the full position.
- ii) If the employee does not wish to assume the full position, the position will be posted and advertised as a Job Sharing vacancy as per Agency policy and procedure.
- iii) In the event that Job Sharing position cannot be successfully filled in this manner, the employee remaining has a final opportunity to assume the position on a full-time basis.
- iv) The person vacating the position can go back to their full-time position and the person hired on contract will be given two (2) weeks notice.
- v) If the remaining employee does not accept the full-time position, the Employer shall consider the full-time position vacant and fill it according to contract provisions and agency practice.

ARTICLE 26 - TERMINATION AND DURATION

- 26.01 This Agreement shall be in effect from April 1, 2012 to March 31, 2014 and from year to year thereafter, unless either party shall notify the other party in writing ninety (90) days prior to the expiration date, as to its desire to terminate the agreement, or of its desire to modify or amend any section or provision thereof.
- 26.02 In the event of such notification being given as to the amendment of this Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification. An extension of the dates may apply by mutual agreement.

IN WITNESS WHEREOF the parties hereto have executed this

Collective Agreement in Timmins on this 8 day of August 2013.

SIGNED ON BEHALF OF:

COMMUNITY LIVING TIMMINS
INTEGRATION COMMUNAUTAIRE

Johnnie Kondeau
Jade Zaenel
Lynne Dubault

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

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SCHEDULE "A"

CLASSIFICATIONS AND HOURLY RATES OF PAY

EFFECTIVE February 13, 2012

WAGE GRID

FULL-TIME CLASSIFICATION	START	AFTER 6 MTHS	AFTER 18 MTHS	AFTER 30 MTHS	AFTER 42 MTHS
Clerk General	21.37	21.77	22.22	22.63	23.07
Counsellor Assistant	19.86	20.23	20.63	20.99	21.40
Counsellor I	21.87	22.14	22.79	23.12	23.46
Counsellor II/Instructor/Support Worker/Resource Teacher/Foundations Support Worker	23.76	23.99	24.29	24.60	24.94
Secretary/Receptionist	20.32	20.73	21.15	21.52	21.60

PART-TIME/CASUAL CLASSIFICATION	START	975 HRS	2925 HRS	4875 HRS
Casual Resource Teacher/Counsellor Assistant/Instructor Assistant/Casual Instructor	19.85	20.22	20.62	20.98

LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING TIMMINS
INTEGRATION COMMUNAUTAIRE

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 664

Re: Deferred Leave Plan

The Parties agree to discuss the development of terms and conditions of a Deferred Leave Plan at the Employer/Employee Relations Committee.

Dated at Timmins, Ontario this 8 day of August, 2013

FOR THE EMPLOYER

Johanne Landeau
Jocelyne French
Lynne Dubreault

FOR THE UNION

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LETTER OF UNDERSTANDING
 BETWEEN
 COMMUNITY LIVING TIMMINS
 INTEGRATION COMMUNAUTAIRE

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
 AND ITS LOCAL 664

Re: Development Service Worker DSW Equivalency Program

The Parties agree with the principle that the Association should have qualified employees in its employ. Qualified employees means employees with diplomas or greater in the human services field.

The Parties further agree that unqualified employees presently employed by the Association shall not be subject to layoff unless layoff is issued in accordance with the layoff and recall language.

Therefore, CLTIC will send a representative to sit on the DSW Advisory Committee of Northern College. If Northern College develops a DSW apprenticeship program, CLTIC will establish a protocol with its employees to allow them to upgrade their education.

The selected representative will update EERC regarding the apprenticeship program's progress.

Dated at Timmins, Ontario this 8 day of August, 2013.

FOR THE EMPLOYER

Johanne Rondeau
André Faench
Lynne Dubault

FOR THE UNION

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LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY LIVING TIMMINS
INTEGRATION COMMUNAUTAIRE

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 664

Re: Mental Health Issues & Wellness

The Parties agree to establish a joint committee and make recommendations to their respective membership for ratification.

The Parties further agree to explore issues around staff burnout and mental health issues/wellness and to make recommendations to Employer Employee Relations Committee.

Dated at Timmins, Ontario this 8 day of August, 2013.

FOR THE EMPLOYER

Johanne Fontaine
Stéphane Paenck
Lise Dubault

FOR THE UNION

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LETTER OF UNDERSTANDING
 BETWEEN
 COMMUNITY LIVING TIMMINS
 INTEGRATION COMMUNAUTAIRE

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
 AND ITS LOCAL 664

Re: Individualized Funding Positions

The parties understand that this is the future direction of the Ministry of Community and Social Services (MCSS). The parties agree with the principle. The Employer and the Union will develop at E.E.R.C. a process on the implementation of individualized funding positions within Community Living Timmins Integration Communautaire (C.L.T.I.C.). It is understood that in the interim, if any external applicants are hired for one of these positions during this process, such applicants will be covered by the Collective Agreement with limited rights and privileges. Such limitations will be discussed at E.E.R.C.

Dated at Timmins, Ontario this 8 day of August, 2013.

FOR THE EMPLOYER

Johanne Rondeau
Spécialiste
d'Intégration

FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY LIVING TIMMINS
INTEGRATION COMMUNAUTAIRE

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 664

Re: Early Retirement Incentive

The following applies to full time employees only:

For those employees who elect early retirement the Employer will pay a retirement benefit to the employee each year until the age of sixty-five (65) is reached according to the following schedule:

AGE AT RETIREMENT	AMOUNT OF BENEFIT
55	\$225.00 per year
56	\$255.00 per year
57	\$282.00 per year
58	\$321.00 per year
59	\$375.00 per year
60	\$450.00 per year
61	\$565.00 per year
62	\$750.00 per year
63	\$1125.00 per year
64	\$2250.00 per year

Dated at Timmins, Ontario this 8 day of August 2013.

FOR THE EMPLOYER

Johanne Rondeau
John French
Dubeault

FOR THE UNION

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LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY LIVING TIMMINS
INTEGRATION COMMUNAUTAIRE

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 664

Re: Sunday Short Shift

The Union and the Employer recognizes that some night shift employees would like the option of working the Sunday afternoon shift of their long work week. This is providing that notice is given to the location supervisor in writing two (2) weeks prior to the ending of the current shift schedule for the next posted schedule.

Dated at Timmins, Ontario this 8 day of August, 2013.

FOR THE EMPLOYER

John J. Londeau
André Paenck
Dubeault

FOR THE UNION

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LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY LIVING TIMMINS
INTEGRATION COMMUNAUTAIRE

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 664

Re: Part Time Conversion

The Union and the Employer have agreed to look at the feasibility of converting part time positions to full time through EERC.

Dated at Timmins, Ontario this 8 day of August, 2013.

FOR THE EMPLOYER

Johanne Landeau
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FOR THE UNION

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LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY LIVING TIMMINS
INTEGRATION COMMUNAUTAIRE

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 664

Re: Education Stipend

The Union and the Employer have agreed upon an education Stipend as follows:

1. April 1st, 2012 – to be paid May 2, 2013
\$850.00 for full-time employees

This amount will be pro-rated for all pat-time and casual employees based on hours worked from January 2012 to December 2012.

2. April 1st, 2013 – to be paid May 2, 2013.
\$500.00 for full-time employees

This amount will be pro-rated for all pat-time and casual employees based on hours worked from January 2012 to December 2012.

*Employees on an unpaid leave of absence, by the Employer, during this period will not be receiving the Education Stipends.

*New employees hired after March 31, 2013 will not receive the Education Stipends.

Dated at Timmins, Ontario this 8 day of August, 2013.

FOR THE EMPLOYER

Johanne Rondeau
Stéphane Faucher
P. Dubault

FOR THE UNION

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