

# **Collective Agreement**

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**between**

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

**and**

**Cochrane Temiskaming Resource Centre  
Full-Time/Part-Time/Relief Employees**

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**DURATION: April 1, 2011 – March 31, 2015**



## INDEX

ARTICLE	TITLE	PAGE #
	Preamble	1
1	Recognition	1
2	Management Rights	3
3	No Discrimination	3
4	Correspondence	4
5	Union Check-off	4
6	No Strike or Lock-Out	4
7	Representation	4
8	Grievance Procedure	7
9	Arbitration	9
10	Seniority	10
11	Payment of Wages & Allowances	14
12	Leave of Absence	15
13	Sick Leave	17
14	Pregnancy/Parental Leave	17
15	Bereavement Leave	18
16	Paid Jury, Court Witness Duty Leave	19
17	Holidays	19
18	Vacation	21
19	Shift Work	23
20	Call-In	24
21	Rest Periods	24
22	Kilometric Allowance	24
23	Insurance	25
24	Uniform & Clothing Allowance	27
25	General	27
26	Hours of Work & Overtime	28
27	Termination & Duration	28
	Appendix "A" – Full-Time/Part-Time/Relief Salary Scale	29
	Appendix "B" – Hours of Work & Overtime FT	37
	Appendix "C" – Hours of Work & Overtime PT	39
	Appendix "D" – Summer Programs	40
	Letter of Intent – Severance	41
	Letter of Intent – IWSP	43
	Letter of Agreement – Twelve Hour Shifts	44
	Letter of Agreement – Deferred Plan	46
	Letter of Intent – Picket Line Protocol	50
	Letter of Intent – Innovative Scheduling	51
	Letter of Intent – Vacation Scheduling	52

**COLLECTIVE AGREEMENT**

BETWEEN:

COCHRANE TEMISKAMING RESOURCE CENTRE  
(hereinafter called "the Employer")

AND:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND IT'S LOCAL 664  
(hereinafter called "the Union")

**PREAMBLE**

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 promote the most effective care and treatment of the clients and family.

**ARTICLE 1: RECOGNITION**

1.01 **Bargaining Unit**

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; Client Services Director; Secretary to Client Services Director; Health and Community Support Services Director; Manager, Infant Development Program and Speech; Director of Psychological Infant Development and Speech and Language Services; Finance and Human Resources Director; Data and IT Supports Manager; Residential Supervisors; Executive Assistant/Corporate Secretary; Human Resources Assistant; Human Resources Clerk; students and trainees.

1.02 Regular full-time employees shall mean those employees who are hired to work as per Appendix "B" – Group A, B, & C.

1.03 Regular part-time employee shall mean those employees who are hired to work on a pre-determined basis, as required and determined by the employer. A regular part-time employee shall work up to fifty-six (56) hours in a fourteen (14) day period. These employees will have the option of occasionally working in excess of these hours to a maximum of three (3) additional shifts to a maximum of eighty (80) hours in the pay period, as required by the employer. Pay for such hours will be at the regular hourly rate - straight time.

Part-time employees are to have their maximum hours, or have been offered the shift and are not available to work, prior to relief being offered shifts.

- 1.04 A relief employee is defined as those employees who are employed on a relief basis and are available for call-ins, as circumstances demand, and shall not exceed forty-four (44) hours in a pay period. Relief employees shall have the option of working pay period contracts to a maximum of eighty (80) hours. If a Relief Employee has not worked a shift or has not been available when called for a shift for a period which exceeds three (3) consecutive calendar months, the employee will be deemed terminated without notice, unless the employee has advised their supervisor in writing that they will not be available for a defined period of time. For clarity, reporting to work for training does not count as a worked shift.
- 1.05 Contract employees are those hired for a specific period of time to cover for employees on an approved leave of absence, vacation or pregnancy/parental leave, and for projects of a non-recurring nature. The Employer shall notify the Union of all contract appointments and the duration of said contracts, which shall not exceed twelve (12) months without mutual agreement between the Union and the Employer.
- Contract employees shall not be covered by this Agreement except for:
- (a) accumulation of seniority as per Article 10.02;
  - (b) pay as per Appendix "A", "B", or "C";
  - (c) 14% in lieu of benefits as per Articles 13, 15, 18, 23 and Floating Holiday;
  - (d) Union dues as per Article 5;
  - (e) holidays as per Article 17.
- 1.06 It is understood that when a full time employee is placed on a full time contract they will continue benefit coverage and the provisions of this collective agreement shall apply.  
It is understood that when a part time employee is placed on a full time contract they will continue benefit coverage and the provisions of this collective agreement shall apply.  
It is understood that when a relief employee is placed on full time/part time contract, the provisions of this collective agreement shall apply.
- 1.07 Work of the Bargaining Unit  
Supervisors and managers not covered by terms of this agreement will not perform duties normally performed by members of the bargaining unit which directly causes the layoff of members of the bargaining unit.

## **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 they have 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 the Resource Centre 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 all operations, building and equipment at the Resource Centre 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 Employee Relations Committee and give them an opportunity of making representation with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.
- 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 through 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 they wish to do so, and may refrain from becoming a member of the Union if they so desire.
- 3.02 No representative of the Employer will 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 their membership or non-membership, their 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 the Executive Director.
- 3.05 The Employer, employees and the Union agree to conduct their affairs in accordance with all the current legislation.

#### **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 designee and the Unit Steward designated by the Unit and local Regional Office.

#### **ARTICLE 5: UNION CHECK-OFF**

- 5.01 All employees in the bargaining unit shall, as a condition of employment, be required to pay union dues equivalent to the regular union dues and assessments uniformly levied against the members of the Union and to remit same prior to the 15th of the month following the month in which such deductions were made. The amounts so deducted will be remitted monthly to the Ontario Public Service Employees Union, 100 Lesmill Road, Toronto, Ontario, M3B 3P8, Attention: Administrator, Operational Services. This will be accompanied by a list of the names of those employees who shall become members of the Union, and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union. The Secretary-Treasurer of the Union shall provide the Executive Director of the Employer with the particulars of the regular Union dues and assessments or any changes thereafter within ten (10) days of the date of this Agreement or of such change respectively.
- 5.02 The Union will save the Centre harmless for any and all claims against it for deductions made as set out above only after the deductions have been received by the Union.

#### **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, as amended from time to time.

#### **ARTICLE 7: REPRESENTATION**

- 7.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without 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 persons. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory personnel.

- 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 up to twelve (12) stewards, whose duties shall be to assist any employee in preparing and presenting their grievance in accordance with the grievance procedure, for the following areas:
- Cochrane/Kapuskasing Satellite Office (1)
  - Kirkland Lake/New Liskeard Satellite Office (1)
  - Main Office (2)
  - Relief employees (2)
  - Day Support (1)

Residences

- Charles/Woodland/Government Road (1)
- Emerald/Philip/Bonaventure (1)
- Grace/Lawrence (1)
- Malette/Blahey (1)
- Earl/Dixon (1)

- 7.03 Any three (3) stewards so elected or appointed will constitute the Union Grievance Committee.

- 7.04 It is recognized that in the administration or negotiation of this agreement, supervision of the residents in the Centre must come first. Therefore, a steward shall not leave their work or conduct union business without obtaining the prior permission of their supervisor, in writing, which permission shall not be unreasonably withheld. Only one steward from the same work area will be assigned to conduct internal Union business, excluding the committees outlined in Article 7.

- 7.05 (a) The Employer agrees to recognize a Negotiation Committee of six (6) members, plus the Staff Representative, for the purpose of renewing the Collective Agreement. Further, the Employer shall not require any member of the Negotiating Committee to report to work on any day set aside, by mutual agreement, for purposes of renewing the Collective Agreement.
- (b) At the written request of the Union, such request to be at least fourteen (14) days in advance, leaves of absence without pay for one (1) day shall be granted to the Negotiating Committee for the purpose of preparing for negotiations.
- (c) Any shift worker who is a member of the Negotiating Committee shall not be required to work for at least twelve (12) hours prior to any day set aside for the purposes of renewing the Collective Agreement, provided that the time involved is scheduled work time. Such worker shall have their shift schedule adjusted to work the day shift immediately preceding the day set aside by mutual

agreement. It is understood that the negotiating day commences at 9:00 a.m.

- 7.06 The Stewards or committee members will not suffer any loss of regular pay or benefits for time spent in carrying out of the above duties, providing the time involved is scheduled work time. Part-time employees assigned to the Negotiating Committee shall be paid for eight (8) hours at regular pay for each day of negotiations. Stewards will endeavour to attend to union business outside of regularly scheduled work hours.

Stewards who are shift workers will be paid a minimum of 4 hours when attending to union business with the Employer, if meetings are urgent and required during non-scheduled work times.

- 7.07 The privilege of stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions.
- (a) such business must be between the Union and the Employer;
  - (b) the time shall be devoted to the prompt handling of necessary Union business;
  - (c) the time away from productive work shall be reported in accordance with the time-keeping methods of the department in which the steward is employed, and the steward will request this time to their immediate Supervisor in writing;
  - (d) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.

7.08 Bulletin Boards

The Employer shall provide bulletin boards and the Union shall have the right to post notices of meetings for matters arising from the collective agreement. All other notices that may be of interest to the members shall be posted subject to the usual management approval. Such approval shall be given by the end of the next normal working day. The Union agrees to remove out-of-date notices forthwith.

7.09 Health and Safety

It is the responsibility of the Employer to provide a safe and healthful working environment for all of its employees. The Employer shall maintain a Joint Health and Safety Committee with the same rights and privileges offered to Joint Health and Safety Committees under the Occupational Health and Safety Act.

7.10 Employer-Employee Relations Committee

The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote a constructive and harmonious relationship. Accordingly:

- (a) The Parties agree to a joint consultation committee to be known as the Employer-Employee Relations Committee comprised of a secretary appointed by the Executive Director, four (4) non-bargaining unit

representatives, four (4) bargaining unit representatives, the local OPSEU staff representative and the Executive Director;

- (b) The Committee shall meet at the request of either party, but in no event more frequently than once every month unless mutually agreed otherwise.
- (c) While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall not have any power to alter, amend, add to or modify the terms of this Agreement.
- (d) The Chair of the Committee shall alternate from one meeting to the next between non-bargaining unit and bargaining unit.

7.11 The Employer will provide the highest ranking officer of the Unit up to four (4) hours of paid time on a monthly basis at his/her regular straight time hourly wages for the purpose of attending meetings with the employer outside his/her regular work schedule.

7.12 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at anytime when formal discipline is imposed or when an employee is being laid off, displaced or having their hours of work changed. The Employer will notify a member of the Union Executive of the upcoming meeting.

## **ARTICLE 8: GRIEVANCE PROCEDURE**

8.01 Employees will have the right, upon request, to the assistance of a Union steward at any step of the grievance procedure, up to and including arbitration. This includes times when a recorded reprimand is imposed.

8.02 Any dispute involving the application, interpretation or alleged violation of this Agreement that is outside of the Collective 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:

### **Complaint Stage**

It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate non-bargaining unit supervisor or designate the opportunity of adjusting the complaint. Such complaint shall be discussed with the immediate supervisor within ten (10) calendar days from the event giving rise to the complaint. Failing settlement within ten (10) calendar days, it shall then be taken up as a grievance in the following manner and sequence.

### **Step 1**

The aggrieved employee must submit in writing, their grievance with their director/manager or designate within ten (10) calendar days of the supervisor's response under the Complaint Stage. The Employer will respond in writing within ten (10) calendar days.

Step 2

If settlement is not reached, the Union Grievance Committee may, in writing, request a meeting with the Executive Director provided this is done within ten (10) calendar days of the response at Step 1. The meeting will take place within ten (10) calendar days of the request unless there is mutual agreement to extend the date of the meeting. At this meeting either party may have such assistance as it deems necessary. The Executive Director shall respond to the grievance in writing within ten (10) calendar days of such meeting.

8.03 Discharge Grievance

Where an employee who has completed the probationary period feels that they have been unjustly discharged or suspended without pay, the employee may file a grievance at Step 2 above within seven (7) calendar days of their notice of discharge.

8.04 Union/Employer Grievance

Both the Union and the 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 employee shall not be bypassed. A policy grievance shall be presented in writing to the authorized Union representative or the Executive Director, or their designates as the case may be, within fifteen (15) calendar days of the incident giving rise to the grievance. A reply to the grievance shall be given in writing within ten (10) calendar 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) calendar days of the other party's reply. Disposition of the grievance shall be made in writing within ten (10) calendar days following the meeting.

8.05 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) calendar days of the last written disposition by the responding party.

8.06 Any grievance not initiated or processed within the time limits specified above shall be considered abandoned.

8.07 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.

8.08 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing. For the purposes of this Article "calendar days" include Saturdays, Sundays and holidays.

- 8.09 (a) An employee who has a grievance shall be allowed time off at the employer's expense to attend all meetings with the employer relating to their grievance up to and including arbitration.
- (b) An employee who has a grievance and their steward may be allowed leave with pay to meet locally with outside OPSEU representatives. The union will reimburse the Employer for any replacement wages plus fifteen percent (15%) for benefits, if overtime is required. Any bill submitted to OPSEU shall be copied to Local President or the highest ranking officer and regional office.

## **ARTICLE 9: ARBITRATION**

### 9.01 Composition of 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) arbitrators shall then select an impartial chairperson.

### 9.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson, within five (5) days of their appointment, or within such other time 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 chairperson 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 disciplinary grievance by any arrangement which it deems just and equitable.

### 9.04 Expenses of the Board

Each party shall pay:

1. the fees and expenses of the nominee it appoints.
2. one-half (½) of the fees and expenses of the arbitrator.

### 9.05 Single Arbitration

Where both Parties agree, a single arbitrator may be substituted for a Board of Arbitration. In such cases, the Parties shall endeavour to agree on the selection

of an arbitrator. If that arbitrator is unable or unwilling to act, the Parties may:

- (a) revert to the three (3) person Board as provided above, or;
- (b) agree mutually on another single arbitrator.

## **ARTICLE 10: SENIORITY**

- 10.01 There shall be two (2) types of seniority:
- (a) For the sole purpose of approving requests for vacation, seniority will be determined by the employees assigned to the workplace.
  - (b) Resource Centre-wide seniority shall apply under the conditions set out in Clause 10.02 (b) hereof.
- 10.02 (a) 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 be considered.
- i) Seniority;
  - ii) Education, experience, skill, competence, efficiency and ability.

Where, in the opinion of the Employer, the factors in sub-paragraph (ii) are relatively equal, factor (i) shall govern.

- b) In all cases of layoff, recall, the following placement and displacement provisions shall apply. Where the skill, competence, efficiency, and ability are relatively equal, seniority shall apply consistent with the following:
  - i) seniority within their geographical location or,
  - ii) seniority outside their geographical location or,
  - iii) Resource Centre wide seniority where the affected employee has the education, experience, skill, competence, efficiency and ability to fulfil the requirements of the position in another department relatively equal to the employee being displaced.

Notwithstanding the foregoing, in the event of lay-off in a department, it is understood that, where practical, part-time employees shall be laid off before full-time employees.

- (c) An employee who elects to displace to a lower classification due to a layoff will be offered the next vacancy in their own original classification.
- 10.03 (a) The Employer shall maintain a seniority list, posted in every work site, showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January of each year.
- (b) There shall be separate seniority lists for full time and part time and relief employees.

- 10.04 A new full time employee will be considered to be on probation for the first one hundred working days of employment.

New part-time and relief employees will be considered to be on probation until seven hundred and fifty (750) hours of work have been performed, and upon completion of such hours, shall commence to gain seniority from the last date of hire.

An employee will have no seniority rights during that period and their 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 noted in Article 3 as the basis of termination.

Seniority shall date back to the first date of hire upon completion of the probationary period.

- 10.05 An employee shall not lose seniority rights if they are absent from employment because of sickness, accident, lay-off or leave of absence approved by the Employer.

- 10.06 An employee shall only lose their seniority in the event:
- (a) they are discharged for just cause and is not reinstated;
  - (b) they resign;
  - (c) they are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
  - (d) they fail to return to work within seven (7) calendar days after being notified by registered mail to do so, except through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
  - (e) they are laid off for a period of more than two (2) years.

- 10.07 (a) An employee absent from work due to proven illness shall continue to accumulate seniority only for the first nine (9) months of such illness. An employee absent as a result of being injured on the job and who is drawing Worker's Compensation/W.S.I.B. payments shall continue to accumulate seniority for twenty-four (24) months.

An employee absent for pregnancy/parental leave purposes will only accumulate seniority for the first fifty-two (52) weeks of approved leave of absence.

- (b) A full time employee who has been absent due to long-term sickness, accident or absence covered by the Worker's Compensation Board/W.S.I.B., upon being found medically fit to return to work shall give the Employer two (2) weeks' notice. If the position has not been filled on a full-time basis during the absence, they shall be entitled to return to their former position. If the employee is coming back as per ii) below, four (4)

weeks notice is necessary. If the position has been filled on a full-time basis, the employee will have the following options:

- i) a vacant comparable job, or
  - ii) if the employee's own job is not available, or if no vacant comparable job is available, the employee is entitled to use their seniority to displace the least senior employee in their own or a comparable classification; or
  - iii) if application of the above provisions do not result in successful reinstatement on a comparable job, the employee shall be entitled to wait for a job vacancy as defined in (i) above to become available at which time the employee will be reinstated to that job with no loss of accrued seniority.
- (c) It is agreed that the Employer's obligation is met by providing opportunity for reinstatement as provided in 10.07 (b) above, or at the end of thirty-six (36) months of continuous absence.

10.08 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post a notice of the position in a suitable location for a minimum of seven (7) calendar days in order that all employees in such area will know about the position and be able to make written application. The Employer may advertise externally simultaneously with the internal posting process, however the internal applicants, if any, who possess the necessary qualifications will be considered prior to considering any external applicants.

10.09 Such notice shall contain the following information:

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

10.10 (a) The successful applicant of a full time position shall be placed on trial for a period of 100 working days. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of 100 working days.

(b) The successful applicant of a part-time or relief position shall be placed on trial for a period of seven hundred and fifty (750) hours. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of 750 hours.

(c) In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority. Any

other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

- 10.11 In the case of lay-off, recall, or promotion within the bargaining unit, the Employer will take into account qualifications and length of service. It is understood that the Employer's considered judgement as to the education, experience and ability of the employees concerned will primarily apply, but as between two (2) persons who are approximately equal on the basis of the above factors, seniority will govern.
- 10.12 (a) It is recognized that it is a Management right to transfer as per Article 2.01(b). When a transfer occurs as a result of an employee being accommodated under the Human Rights Code and a displacement occurs, the least senior employee affected by the displacement within the classification will be displaced into a comparable position.
- (b) The Employer agrees that it will advise the affected employee and the union, whether they are at work or on a leave of absence, of the transfer of their position.
- 10.13 (a) The Employer shall provide the Union and employees who are to be laid off with as much advance notice as possible and in no case less than eight (8) weeks prior to the effective date of the lay-off. If the Employer fails to give the required amount of notice, the employee laid off shall be paid in lieu of work for that part of the notice period during which work was not made available.
- (b) After receipt of written notice of lay-off, affected employees will have a period of up to seven (7) calendar days to indicate to the Employer in writing their choice of options under Article 10.02 (b). Employees subsequently affected by displacement will also have up to seven (7) calendar days to indicate their choice in writing to the Employer.
- (c) It is agreed that the last employee affected by displacement will be given a minimum of four (4) weeks notice of lay-off.
- 10.14 (a) The Employer shall make available to the Union, job descriptions of the positions covered by the Collective Agreement.
- (b) The Employer will notify the Unit Steward designated by the Unit and local Regional Office of any revisions to current job descriptions and will submit copies of same to the Unit Steward.
- 10.15 (a) An employee whose status is changed from full-time to part-time or relief shall receive credit for their full seniority and service on the basis of one (1) year equals 1950 hours worked for those positions in Groups A and B and 2080 hours worked for those positions in Group C as outlined in Appendix "B" and shall be enrolled in the employee benefit plans, where applicable.

- (b) An employee whose status is changed from part-time or relief to full-time shall receive credit for seniority on the basis of one (1) year equals 1950 hours worked for those positions in Groups A and B and 2080 hours worked for those positions in Group C as outlined in Appendix "B" and shall be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.
- 10.16 (a) Accrual of seniority for Part Time staff shall not exceed 1950 paid hours per year.
- (b) Accrual of seniority for Relief staff shall not exceed 1360 paid hours per year.

#### **ARTICLE 11: PAYMENT OF WAGES AND ALLOWANCES**

- 11.01 (a) The Employer shall pay salaries and wages in accordance with Appendices "A" and "B" and "C" attached hereto and forming part of this Agreement.
- (b) Effective December 12, 2005, the salary scale for part-time and relief employees shall be deleted and all employees will be paid in accordance with the full-time salary scale. For part-time and relief employees each year shall equal 2080 hours.
- 11.02 When an employee is promoted to another position and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an increment level in their new position which will provide an immediate increase of no less than one (1) full increment in the new scale over their previous salary rate.  
The date of promotion to the new position shall become the anniversary date for application of the salary progression.
- 11.03 Where the Employer temporarily assigns an employee to perform the duties of a position with a higher salary maximum for one full day or more, they shall be paid acting pay from the day they commenced to perform the duties of the higher salary position at the rate of six dollars (\$6.00) per day over and above their regular pay.
- 11.04 Where the Employer temporarily assigns an employee to the duties and responsibilities of a position in a position with a lower maximum salary where there is no work reasonably available for them in the position from which they were assigned, they shall continue to be paid at the rate applicable to the position from which they were assigned.
- 11.05 When a full time employee is absent from work for more than one (1) calendar month for reasons other than illness, WCB/W.S.I.B., leave of absence for pregnancy/parental leave as per Article 14.02, his/her merit increase will be adjusted accordingly. A one-month deferment for each month of absence will be

deducted.

- 11.06 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by the Collective Agreement, they shall retain their rights and obligations under the Collective Agreement.
- 11.07 Part-time or relief employees may be eligible for one full increment on the wage scale upon successful completion of each 2080 hours of work to the maximum of the wage scale as per Article 11.01.

## **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. All leaves of absence will be requested in writing at least two (2) weeks prior to leave commencing or with as much notice as is possible under the circumstances.

## **THE FOLLOWING ARTICLES APPLY TO FULL TIME EMPLOYEES ONLY**

- 12.02 (a) 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 not more than three (3) months.
- (b) A regular employee may be granted a leave of absence for educational reasons relevant to both the employee's position and the Centre's needs, for a period of time commensurate with the approved reason for which the request is made, to a maximum of twelve (12) 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 their designated representative. Application for extension of leave of absence must be received by the Employer at least one (1) week prior to the expiration date of such leave.
- 12.04 All leaves of absence granted for any reason, other than those noted as being paid leave, shall be granted without pay.
- 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 their employment.
- 12.06 A leave of absence may be granted an employee without pay for not more than six (6) days in a year upon compassionate grounds.
- 12.07 Leave of Absence for Union Business

- (a) Leave of absence with pay and without loss of seniority to attend Union functions shall be granted to not more than four (4) employees for a total period not exceeding in the aggregate forty-one (41) days in any one calendar year. No more than one (1) employee from each position may have leave at the same time unless that position has more than fifteen (15) employees in that position. In regard to Community Residences, for positions other than which the Local has no control over - i.e., elected positions - the Union agrees that not more than one (1) employee per Community Residence will be entitled to Leave of Absence for Union Business at the same time. Application for such leave of absence shall be made by the Union, in writing, at least two (2) weeks prior to the requested leave.
  - (b) Up to seven (7) additional days may be granted on request by the local president. Such requests will not be unreasonably denied.
  - (c) The Provincial Union will reimburse the Employer for salary paid plus fifteen per cent (15%) for benefits and any replacement cost if overtime is required by the fifteenth (15th) of the month following the date on which the Provincial Union received the request for reimbursement.
- 12.08
- (a) 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, an Executive Officer or Provincial Committee Member of the Provincial Union for the purpose of conducting the internal affairs of the Provincial Union. The Provincial Union will reimburse the Employer for salary paid plus fifteen per cent (15%), and any replacement costs, if overtime is required, 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 (1) time.
  - (b) In addition to the above, and under the same conditions as above, the Employer shall grant leave of absence to employees regionally-elected to attend conventions of the Ontario Federation of Labour, the National Union of Public and General Employees and the Canadian Labour Congress. Such leave of absence shall be an aggregate maximum of nine (9) days.
- 12.09 An employee may take leave of absence without pay without first exhausting their vacation credits.
- 12.10 Every effort will be made to have medical, dental and legal appointments arranged outside of working hours. In the event that this is not possible, the employee shall provide forty-eight (48) hours' notice in writing to the first-line manager unless excused by management in the case of emergency. The Manager will grant leave of absence without loss of pay or benefits to attend the appointment provided further that the employee works seventy-five percent (75%) of their shift.

**ARTICLE 13: SICK LEAVE (APPLIES TO FULL TIME EMPLOYEES ONLY)**

- 13.01 The employer will provide a Sick Pay Benefit equivalent to and with the conditions (as at January 1, 1997) of the Hospitals of Ontario Disability Income Plan (HOODIP), Part A, Sick Pay Benefits.
- The employer will pay 100% toward the cost of premiums for a Long Term Disability benefit equivalent to the HOODIP (as at January 1, 1997). This plan may be changed during the life of the Agreement by mutual consent of the parties.
- 13.02 An employee awaiting receipt of Worker's Compensation Board/W.S.I.B. benefit may request that the Centre advance their regular wages on a loan basis, pending receipt of the first regular Worker's Compensation Board/W.S.I.B. payment.  
Such request shall be approved by the Centre on condition that the employee concerned repay the money so advanced on receipt of the Worker's Compensation Board/W.S.I.B. payment.
- 13.03 There is no waiting period for the first four (4) periods of illness from January 1st to December 31st of the same year. No benefit is payable for the first two days of absence for the fifth and subsequent periods of illness from January 1st to December 31st of the same year.
- 13.04 The fourth and subsequent periods of illness will be paid at a maximum rate of eighty per cent (80%).

**ARTICLE 14: PREGNANCY/PARENTAL LEAVE**

- 14.01 Pregnancy/parental leave shall be granted in accordance with the Employment Standards Act of Ontario.
- 14.02 The employee may request a further extended leave beyond the thirty-five (35) or eighteen (18) weeks to a maximum of forty-four (44) or twenty-seven (27) weeks from the first day of original pregnancy/parental leave commencing which shall not unreasonably be withheld. When this extended leave has expired, the employee shall be reinstated to their former position only when a vacancy arises after that date. The Employer may offer an available comparable position until such time as a vacancy occurs in her former position.
- 14.03 During the period of pregnancy/parental leave the employee, if eligible, may arrange to prepay premiums for benefits while on leave of absence. The Employer will notify the employee of premiums due.
- 14.04 Spouse/life partners shall receive two (2) working days of paid leave of absence

for the birth of the child. The timing of such leave shall be at the employee's option, but within seven (7) calendar days of the birth of the child.

- 14.05 An employee entitled to pregnancy/parental leave under this Article, who provides the Employer with proof that they have applied for and are eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act currently in force, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.  
In respect of the period of pregnancy or parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:  
Up to a maximum of twenty six (26) weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive eighty five percent (85%) of her actual weekly rate of pay as per the salary schedule in Appendix "A" for full time employees and a part-time or relief employee is eligible to receive eighty-five per cent (85%) of her regularly scheduled hours of work at the rate of pay as per the salary schedule in Appendix "A".
- 14.06 Benefits referred to in Article 14.02 shall be increased proportionally should the government increase eligible benefits.

#### **ARTICLE 15: BEREAVEMENT LEAVE**

- 15.01 When death occurs in the immediate family of a full time employee, the employee shall be allowed three (3) working days off with pay as required for the purpose of attending or making arrangements for the funeral. Up to five (5) working days with pay shall be allowed if the funeral is to be held in a location over four hundred (400) kilometres away from the Employee's work location. In the event that a spring burial is to take place, one (1) additional day with pay will be granted for this purpose. Immediate family shall mean spouse, life partner, father, mother, brother, sister, son, step-son, daughter, step-daughter, ward, mother-in-law, father-in-law, grandparents and grandchildren, son-in-law or daughter-in-law, brother-in-law, and sister-in-law. In the event of a death of a grandparent-in-law, or guardian, one (1) day shall be given to attend the funeral.
- When death occurs in the immediate family of a part time or relief employee, the employee shall be allowed one (1) working day off with pay to attend the funeral if scheduled to work on the day of the funeral. The employee may take up to four (4) additional days without pay.

#### **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 juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive 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 themselves for selection as a juror, and not be selected, then they are required to return to the Employer's premises to complete their remaining normally-scheduled work day.
- 16.03 Time spent by an employee required to serve as a subpoenaed witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.
- 16.04 The Employer agrees to accommodate, by allowing shift changes as required, employees who are scheduled to work on the day prior to serving as juror or witness in any court or prior to presenting themselves for selection as a juror. Employees shall give as much notice of the shift change as possible, but in no event less than seventy-two (72) hours notice.

#### **ARTICLE 17: HOLIDAYS**

- 17.01 The Employer agrees that the following are paid holidays:

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

\*Floating Holidays (2) – full time employees

\*Conditions applicable to the floating holidays:

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 their supervisor shall seek to agree on the day to be taken, but it is recognized that the final choice of the day is at the employee's option. However, the chosen time off will not be granted if the employee must be replaced at time and one-half (1 ½).

If the Floating Holidays are not taken by March 31, of the following 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 days will be paid.

If the Centre is required to observe an additional paid holiday as the result of

legislation it is understood that the Floating Holidays shall not be established as the additional day required by the legislation. The Centre's obligation would then be to provide for fourteen (14) paid holidays.

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

17.02 To qualify for a paid holiday, a full time employee must work the full tour scheduled immediately preceding the holiday and the full tour scheduled immediately following. Work is meant to include vacation, bereavement, hospitalization and illness verified by a doctor's certificate.

17.03 If a full time employee is required to work on a paid holiday they shall receive a premium of time and one-half (1 ½) times their regular pay for the hours worked and a day off in lieu, prior to March 31st at a mutually agreeable time. The record of accumulated holidays will be reviewed in January of each year and when an employee's build-up of lieu time is such that it will not be exhausted prior to March 31st, they will be scheduled off in order to utilize these lieu days. Only in cases beyond the employee's control (e.g. lengthy illness or WCB/W.S.I.B. cases) may a day's pay be paid at March 31<sup>st</sup>.

New Year's Day, and if Good Friday and Easter Monday fall during the month of March, may be carried over to the next fiscal year.

17.04 a) Part time employees shall be entitled to be paid for eleven (11) Statutory Holidays as per Article 17.01 of the Collective Agreement, at a rate of one and one-half (1 ½) times their regular hourly rate for each hour worked in addition to their straight time paid.  
If the holiday falls on a day not worked by the part-time employee, they will be entitled to a normal day's pay for the eleven (11) holidays according to the qualifying conditions of the Employment Standards Act.  
Notwithstanding the provisions of the Employment Standards Act, employees who have worked on ten (10) days of the four weeks preceding the holiday will be entitled to a normal day's pay for a holiday that is not worked.

b) Relief employees shall be entitled to be paid for eleven (11) Statutory Holidays as per Article 17.01 of the Collective Agreement, at a rate of one and one-half (1 ½) times their regular hourly rate for each hour.

17.05 In case of a Statutory Holiday occurring during an employee's absence on Worker's Compensation/W.S.I.B, the Centre shall pay the difference of more than one dollar (\$1.00) between WCB/W.S.I.B. payment and the employee's regular salary, if WCB/W.S.I.B. payment is less.

17.06 If a Statutory Holiday falls on a full time employee's day off, the employee may opt to be paid the day's pay within the regular pay period provided the employee so notifies the Centre no later than the end of that pay period.

- 17.07 A shift worker may, at the Employer's discretion which will be exercised in a reasonable manner, request in writing prior to the posting of the applicable schedule, that the statutory holiday be considered their eight (8) hour day. The remainder of the pay period will be adjusted to reflect this change. This will not be considered if the result will be overtime.

**ARTICLE 18: VACATION (FOR FULL TIME EMPLOYEES ONLY)**

- 18.01 Full time employees shall receive vacation credits for each calendar month of work according to the following schedule:  
For all employees one and one-quarter (1 ¼) days for each month of service to a maximum of fifteen (15) days after one (1) year of service.
- 18.02 Management shall make every reasonable effort to accommodate the wishes of the employees in setting their vacation time.
- 18.03 Selection of vacation periods shall be on the basis of an employee's seniority within the Centre provided that such senior employee has submitted their choice of vacation in writing prior to April 1st of the year of vacation.  
An employee upon completion of one (1) calendar year of continuous service, may request and carry over up to six (6) days of vacation from one (1) year into the next year. This full vacation is to be taken prior to December 31st of the next year.  
An employee, at their request, may divide their vacation period into hourly blocks.
- 18.04 Vacation schedules shall be posted no later than May 1st 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.
- 18.05 An employee is limited in vacation to the number of days earned in the calendar year.
- 18.06 When employment commences part way through the calendar year, the vacation earned in that first year can be utilized in one (1) of the following ways:
- i) take all vacation accrued to December 31st if six (6) months' service is complete;
  - ii) take pay for unused vacation accrued up to and including December 31st at a rate of four percent (4%) if less than six months' service, and full pay if more than six (6) months' service. This would be paid in January of the following year.
- 18.07 No vacation entitlement accrues during leave of absence without pay exceeding

ten (10) consecutive working days in any calendar month. (This shall also apply for the first month upon the commencement of employment).

- 18.08 Effective January 1, 2003, vacation entitlement as follows, shall be calculated as of January 1st, of each year.
- (a) In the third year of service, all employees shall be entitled to sixteen (16) days of vacation per year.
  - (b) In the fourth year of service, all employees shall be entitled to seventeen (17) days of vacation per year.
  - (c) In the fifth year of service, all employees shall be entitled to eighteen (18) days of vacation per year.
  - (d) In the sixth year of service, all employees shall be entitled to nineteen (19) days of vacation per year.
  - (e) In the eighth year of service, all employees shall be entitled to twenty two (22) days vacation per year.
  - (f) In the tenth year of service, all employees shall be entitled to twenty-six (26) days vacation per year.
  - (g) In the sixteenth year of service, all employees shall be entitled to twenty-eight (28) days vacation per year.
  - (h) In the twentieth year of service, all employees shall be entitled to thirty (30) days vacation per year.
  - (i) In the thirtieth year of service, all employees shall be entitled to thirty-two (32) days vacation per year.
- Effective January 1, 2006, the vacation entitlement will be increased by one (1) additional day for paragraphs (a) through (i).

- 18.09 When a paid holiday, as defined in this Agreement, falls within an employee's vacation period, that day will be the stat without utilization of a vacation day.
- 18.10 If an employee is terminated prior to six (6) months' service they will be paid vacation at four percent (4%).
- 18.11 Vacation pay shall be at the employee's current regular daily rate of pay for each day of vacation earned.
- 18.12 The Centre shall pay any difference of more than one dollar (\$1.00) between WCB/W.S.I.B. payment and the employee's regular salary, if the WCB/W.S.I.B. payment is less, for vacation pay.

#### **VACATION – (FOR PART-TIME EMPLOYEES)**

- 18.13 Part-time and relief employees shall be paid four and one-half per cent (4 ½ %) vacation pay calculated and paid twice annually. These employees will also be entitled to 84 hours unpaid annual vacation leave.

- 18.14 At the completion of 6,240 hours worked PT and relief employees will be entitled to receive five and one-half per cent (5 ½ %) vacation pay. These employees will also be entitled to 112 hours unpaid annual vacation leave.

### **ARTICLE 19: SHIFT WORK**

- 19.01 (a) An employee shall receive a shift premium of fifty-eight cents (\$0.58) per hour for hours worked when fifty per cent (50%) of hours worked fall within the period of 3:00 p.m. and 5:00 a.m. Effective December 12, 2005, this premium shall be sixty cents (\$0.60) per hour.
- (b) An employee shall receive a shift premium of sixty-three cents (\$0.63) per hour for all hours worked on the 11:15 p.m. to 7:15 a.m. shift or its equivalent. Effective December 12, 2005, this premium shall be sixty-five cents (\$0.65) per hour.
- (c) A weekend premium of thirty cents (\$.30) per hour shall be paid to employees working on Saturday and/or Sunday (excluding holidays) where the provisions in Article 19.01 a) and b) do not apply. Effective December 12, 2005, this premium shall be thirty-two cents (\$0.32) per hour. When working the weekend, employees will be paid both weekend and afternoon or evening shift premium – effective April 1, 2013.
- 19.02 Shift premiums shall not be included in earnings for the purpose of computing overtime, but shall be paid in addition to the overtime rates.
- 19.03 Shift schedules of one month's duration will be posted at least fourteen (14) days in advance of their effective date. There shall be no change in the 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, they shall be paid time and one-half (1 ½) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by an emergency beyond the Employer's control. This Article does not apply to Relief Employees.
- 19.04 Shifts may be changed if agreed between the employees without any premium or penalty. Such changes must be approved by the Employer and shall not be unreasonably denied.
- 19.05 The Employer shall make every reasonable effort to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided, however, that if a full time employee is required to work before twelve (12) hours have elapsed, they shall be paid time and one-half (1 ½) for those hours which fall within the twelve (12) hour period.
- 19.06 It is understood that no duplication or pyramiding of premiums is intended under

this Agreement.

**ARTICLE 20: CALL IN (APPLICABLE TO FULL TIME EMPLOYEES ONLY)**

- 20.01 (a) A full time employee called in to work at any time other than their regularly scheduled shift shall be paid a minimum of four (4) hours' compensation at time and one-half (1 ½). An employee who works more than four (4) hours shall receive time and one-half (1 ½) for all hours worked. The Centre may require an employee who is called in to work the four (4) hour period.
- (b) Part-Time employees who are called for a meeting with the Employer outside their regular scheduled shifts shall be paid at their regular rate of pay. This payment shall not be below a minimum of one (1) hour's pay.
- 20.02 The Centre shall post a list of those people who are authorized to call in employees.
- 20.03 If an employee is requested by the Centre to stand by and remain available for call-back duty on other than scheduled work hours, they shall be paid one dollar and twenty-five cents (\$1.25) per hour for the period of standby.

**ARTICLE 21: REST PERIODS**

- 21.01 (a) Each full time employee shall be allowed two (2) fifteen minute rest periods from work in each regular shift in an area made available by the Employer, or at their place of work without reduction in pay and without increasing the employee's regular hours of work.
- (b) Each part-time and relief employee shall be allowed one (1) fifteen (15) minute rest period from work for each four (4) hours of their regular shift, in an area made available by the Employer, or at his place of work without reduction in pay and without increasing the employee's regular hours of work.
- 21.02 These rest periods shall be as close to the middle of the first half and to the middle of the second half of the shift as possible.

**ARTICLE 22: KILOMETRIC ALLOWANCE**

- 22.01 The Employer shall pay to an employee when required to use their own vehicle on behalf of the Employer an allowance of forty-four (\$0.44) cents per kilometre. Effective April 1, 2013 this allowance shall be forty-six (\$0.46) cents per kilometre. Effective April 1, 2014 this allowance shall be fifty (\$0.50) cents per kilometre.
- 22.02 The Employer shall pay the following meal rates when employees are required to be in their catchment area on Centre business including workshops or

conferences;

Breakfast	\$ 6.00
Lunch	\$12.00
Dinner	\$18.00

The Employer shall pay the following meal rates when employees are required to be out of the catchment area on Centre business including workshops or conferences;

Breakfast	\$ 8.00
Lunch	\$12.00
Dinner	\$20.00

Effective December 12, 2005, the Employer will pay the following meal rates when employees are required to be in or out of their catchment area on Centre business including workshops or conferences:

Breakfast	\$ 8.00
Lunch	\$13.00
Dinner	\$21.00

## **ARTICLE 23: INSURANCE**

### **THE FOLLOWING APPLIES TO FULL TIME EMPLOYEES ONLY**

- 23.01 The employer will pay 100% towards the cost of premiums for a Life Insurance Plan equivalent to the Hospitals of Ontario Group Life Insurance Plan (HOOGLIP) (as at January 1, 1997).
- 23.02 The Employer will pay one hundred percent (100%) toward the cost of premiums of the Extended Health Care Benefits Plan including a Vision Care Plan, covering eye glasses up to a total amount of one hundred and seventy-five dollars (\$175.00) per person in any period of twenty-four (24) consecutive months, (not subject to any deductible terms), smoking cessation aids to a lifetime maximum of one hundred and twenty-five dollars (\$125.00), and the services of the following registered/licensed practitioners', limited to a maximum of twenty-one (\$21.00) dollars per visit to a calendar year maximum of three hundred (\$300.00) dollars per practitioner: massage therapist, psychologist, chiropractor, osteopath, naturopath, podiatrist, physiotherapist; and chiropodist within Ontario. Effective April 1, 2013, the Vision Care Plan covering eye glasses will be increased to two hundred and twenty-five dollars (\$225.00).
- 23.03 The Employer will pay fifty percent (50%) of the cost of premiums of a dental plan equivalent to Blue Cross Plan #9 with payment to be on the level of the current O.D.A. schedule.
- 23.04 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	\$1,125.00 per year
64	\$ 2250.00 per year

### **THE FOLLOWING ARTICLES APPLY TO PART TIME EMPLOYEES**

- 23.05 The Employer will pay 100% towards the cost of the premium for \$25,000 life insurance and \$25,000 accidental death and dismemberment for a part time employee.
- 23.06 The Employer will pay 100% toward the cost of a Health Care Plan with a Vision Plan covering eye glasses up to a total amount of \$175 per 24 month period. Contact lenses, when necessary for correction of vision and to improve visual acuity to at least 20/40 with a \$200 lifetime limit. 80% of eligible drugs to a maximum of \$100,000; out of Hospital Nursing maximum \$10,000 lifetime, up to \$300 per calendar year for Health Practitioners' coverage (Chiropractor, Osteopath, Naturopath, Podiatrist, Psychologist, Speech Therapist or Physiotherapist), \$45 for one x-ray per calendar year. Fertility drugs with a \$6,000 lifetime and Nicorettes or other Aids to stop smoking with a \$125 lifetime; out of province benefit maximum \$1,000,000 lifetime, Emergency care-hospital maximum stay-14 days, hospital room and board limit in Canada –semi-private, out of Canada - average ward. Effective April 1, 2013, the Vision Care Plan covering eye glasses will be increased to two hundred and twenty-five dollars (\$225.00).
- 23.07 The Employer will pay 100% of the cost of the premium of a dental plan based on the current ODA Schedule covering 80% of routine care and 50% of dentures, crowns & bridge work to a maximum of \$1,500 per calendar year combined.
- 23.08 The Employer will pay 1% in lieu of benefits.
- 23.09 Part-time employees must meet the eligibility requirements as set out by the Insurance Carrier in order to qualify for benefit coverage under this Article.

### **THE FOLLOWING APPLIES TO RELIEF EMPLOYEES ONLY**

23.10 The employer will pay 1% in lieu of benefits.

**THE FOLLOWING APPLIES TO ALL OF ARTICLE 23**

23.11 The Employer may at its discretion transfer the benefits administration to a carrier/provider of its choice, providing there are no changes in the benefits coverage for the employees.

The Employer agrees that should the insurance carrier change, the new carrier will waive any waiting periods or exclusions due to pre-existing illness.

The plan will be a prescribed plan.

**ARTICLE 24: UNIFORM AND CLOTHING ALLOWANCE**

24.01 Maintenance of Work Clothing or Uniforms

It shall be the responsibility of the Employer to clean, launder and maintain all clothing and equipment issued by the Employer.

24.02 The Employer shall contribute to the cost of replacing personal clothing at replacement cost as set out in the policy and agreed to by the Union and the Employer through the EERC, when an employee produces evidence that their clothing has been damaged by the action of a resident/client.

**ARTICLE 25: GENERAL**

25.01 Plural or Feminine Terms May Apply

Whenever 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.

25.02 Written warnings, written reprimands, and suspensions will be removed from an employee's file after twelve (12) months providing the employee has been free of any form of discipline for the period.

25.03 Employees are entitled to review their personnel files on written request to the Executive Director with reasonable advance notice.

25.04 Senior Person in Charge (S.P.I.C.)

A Residential Counsellor is designated to be assigned the duties of Senior Person in Charge (S.P.I.C.) only when a Residential Supervisor or Senior Counsellor is not on duty, and will be paid fifty-eight cents (\$0.58) per hour when so designated.

25.05 The parties agree that they will share equally the cost of printing the collective agreement booklets for distribution to their respective memberships. The Union agrees to provide the Employer with such booklets within sixty (60) days of contract ratification. Should this not occur, the Employer will be absolved of any printing costs.

**ARTICLE 26: HOURS OF WORK AND OVERTIME**

26.01 Hours of work and overtime shall be as shown in Appendices "B" and "C".

26.02 Modified Work

The Employer will establish an accommodation program which promotes and encourages the early and safe return of sick and injured employees to their previous position or in suitable work as it becomes available. The Employer and Union will co-operate and facilitate the search for reasonable accommodation and for implementing modified or rehabilitative work program which enables the employee to perform the essential duties of the job; in accordance with the Human Rights Code and the WCB/W.S.I.B. Act. Specific terms of the program will be signed by the Employer and the Union.

**ARTICLE 27: TERMINATION AND DURATION**

27.01 This Agreement shall be in effect from April 1, 2011, and shall remain in effect until March 31, 2015, 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.

27.02 In the event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification. An extension of the dates may apply by mutual agreement.

27.03 Retroactive pay increases, based on all hours paid, shall be forwarded to the last known address of all former affected employees.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement in Timmins, this 1<sup>st</sup> day of May 2012.

FOR COCHRANE TEMISKAMING  
RESOURCE CENTRE

FOR ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

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*Greg Dene*  
\_\_\_\_\_  
*Louise Holm*  
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*Pam Moore*  
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*Paul Dwyer*  
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*Alexis Rodman*  
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*Betsy Lewis*  
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*David Gite-Guit*  
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APPENDIX "A"

April 1, 2011: A \$500 Educational Stipend will be paid for Full-Time Employees

A \$300 Educational Stipend will be paid for Part-Time Employees

April 2, 2012: No salary increase

April 1, 2013 – 2.25% increase

**Full-Time/Part-time/Relief Salary Scale**

40 Hour Work Week

<u>POSITION</u>	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Full-time	Start	After 2,080 hr	After 4,160 hr	After 6,240 hr	After 8,320 hr	After 10,400 hr
Part-time/Relief	Start	After 2,080 hr	After 4,160 hr	After 6,240 hr	After 8,320 hr	After 10,400 hr
Active Lifestyle Worker	23.82	24.26	24.65			
Client Support Worker	952.80	970.40	986.00			
Communication Instructor	49,545.60	50,460.80	51,272.00			
Assistant Residential Counsellor	19.72 788.80 41,017.60	20.19 807.60 41,995.20				
Assistant Residential Counsellor (Sleep over)	104.79	(per 8 hr. shift)				
Cook	22.91 916.40 47,652.80	23.30 932.00 48,464.00				
Cook/Housekeeper Community Residence Janitor/Cleaner	21.38 855.20 44,470.40	21.69 867.60 45,115.20				
Food Supervisor	24.45 978.00 50,856.00	24.93 997.20 51,854.40				
Residential Counsellor	23.16 926.40 48,172.80	23.59 943.60 49,067.20	24.04 961.60 50,003.20			
Residential Counsellor Underfill	22.23 889.20 46,238.40	22.68 907.20 47,174.40	23.07 922.80 47,985.60			
Senior Residential Counsellor	24.78 991.20 51,542.40	25.31 1,012.40 52,644.80	25.85 1,034.00 53,768.00			
Switchboard Operator Receptionist	20.83 833.20 43,326.40	21.19 847.60 44,075.20	21.60 864.00 44,928.00			

**APPENDIX "A"**

**April 1, 2014 – 2.25% Increase  
Full-Time/Part-time/Relief Salary Scale  
40 Hour Work Week**

<u>POSITION</u>	Start	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
Full-time	Start	After 2,080 hr	After 4,160 hr	After 6,240 hr	After 8,320 hr	After 10,400 hr
Part-time/Relief						
Active Lifestyle Worker	24.36	24.81	25.20			
Client Support Worker	974.40	992.40	1,008.00			
Communication Instructor	50,668.80	51,604.80	52,416.00			
Assistant Residential Counsellor	20.16 806.40 41,932.80	20.64 825.60 42,931.20				
Assistant Residential Counsellor (Sleep over)	107.15	(per 8 hr. shift)				
Cook	23.43 937.20 48,734.40	23.82 952.80 49,545.60				
Cook/Housekeeper Community Residence	21.86 874.40	22.18 887.20				
Janitor/Cleaner	45,468.80	46,134.40				
Food Supervisor	25.00 1,000.00 52,000.00	25.49 1,019.60 53,019.20				
Residential Counsellor	23.68 947.20 49,254.40	24.12 964.80 50,169.60	24.58 983.20 51,126.40			
Residential Counsellor Underfill	22.73 909.20 47,278.40	23.19 927.60 48,235.20	23.59 943.60 49,067.20			
Senior Residential Counsellor	25.34 1,013.60 52,707.20	25.88 1,035.20 53,830.40	26.43 1,057.20 54,974.40			
Switchboard Operator Receptionist	21.30 852.00 44,304.00	21.67 866.80 45,073.60	22.09 883.60 45,947.20			

## APPENDIX "A"

April 1, 2013 – 2.25% Increase

## Full-Time/Part-Time/Relief Salary Scale

37.5 Hour Work Week

<u>POSITION</u>	<u>Full-Time</u>					
	Start	After 1 yr	After 2 yr	After 3 yr	After 4 yr After 8,320 hr	After 5 yr
<u>Part-Time/Relief</u>	Start	After 2,080 hr	After 4,160 hr	After 6,240 hr	After 8,320 hr	After 10,400 hr
Active Lifestyle Worker	23.82	24.26	24.65			
Behavioral Therapist - Underfill	893.25	909.75	924.38			
Client Support Worker	46,449.00	47,307.00	48,067.76			
Communication Instructor						
Music Therapy Assistant						
Physio/Occupational Therapist Assistant						
Clerk Stenographer	20.69	21.07	21.41	21.85		
Clerk Stenographer, IDP	775.88	790.13	802.88	819.38		
PRT Office Clerk	40,345.76	41,086.76	41,749.76	42,607.76		
Relief Clerk						
ELP Facilitator and Trainer	25.08	25.67	26.22	26.75	27.31	
Community Support Worker	940.50	962.63	983.25	1,003.13	1,024.13	
Family Home Support Worker	48,906.00	50,056.76	51,129.00	52,162.76	53,254.76	
Accounting Clerk	22.96	23.56	24.17	24.81	25.44	
	861.00	883.50	906.38	930.38	954.00	
	44,772.00	45,942.00	47,131.76	48,379.76	49,608.00	
Developmental Consultant, IDP	25.73	26.30	26.95	27.57	28.24	28.91
	964.88	986.25	1,010.63	1,033.88	1,059.00	1,084.13
	50,173.76	51,285.00	52,552.76	53,761.76	55,068.00	56,374.76
Maintenance Assistant - Community Residence	22.77	23.24	23.73			
	853.88	871.50	889.88			
Maintenance Handiman	44,401.76	45,318.00	46,273.76			
<u>B.A. Level</u>						
Behaviour Therapist	25.17	25.73	26.30	26.95	27.57	
Music Therapist	943.88	964.88	986.25	1,010.63	1,033.88	
Occupational Therapist	49,081.76	50,173.76	51,285.00	52,552.76	53,761.76	
Co-ordinator of Training & Public Education						
<u>Honours B.A.</u>						
Behaviour Therapist	26.30	26.95	27.57	28.24	28.91	
Music Therapist	986.25	1,010.63	1,033.88	1,059.00	1,084.13	
Occupational Therapist	51,285.00	52,552.76	53,761.76	55,068.00	56,374.76	
Co-ordinator of Training & Public Education						

## April 1, 2013 - Full-Time/Part-Time/Relief Salary Scale - 37.5 hour week

Honours B.A.	26.91	27.57	28.22	28.88	29.52
Psychometrist	1,009.13	1,033.88	1,058.25	1,083.00	1,107.00
	52,474.76	53,761.76	55,029.00	56,316.00	57,564.00
<b>M.A. Level</b>					
Music Therapist	27.12	27.82	28.55	29.28	30.12
Co-ordinator of Training & Public Education	1,017.00	1,043.25	1,070.63	1,098.00	1,129.50
Psychometrist	52,884.00	54,249.00	55,672.76	57,096.00	58,734.00
Physiotherapist	29.56	30.33	31.10	31.89	32.75
	1,108.50	1,137.38	1,166.25	1,195.88	1,228.13
	57,642.00	59,143.76	60,645.00	62,185.76	63,862.76
Psychometrist - PhD Level	33.36	34.23	35.30	36.14	37.00
	1,251.00	1,283.63	1,323.75	1,355.25	1,387.50
	65,052.00	66,748.76	68,835.00	70,473.00	72,150.00
Senior Community Support Worker	26.33	26.93	27.53	28.13	28.77
	987.38	1,009.88	1,032.38	1,054.88	1,078.88
	51,343.76	52,513.76	53,683.76	54,853.76	56,101.76
Family Home Coordinator	26.56	27.20	27.74	28.44	29.05
	996.00	1,020.00	1,040.25	1,066.50	1,089.38
	51,792.00	53,040.00	54,093.00	55,458.00	56,647.76
Senior Occupational Therapist	27.12	27.82	28.55	29.28	30.12
	1,017.00	1,043.25	1,070.63	1,098.00	1,129.50
	52,884.00	54,249.00	55,672.76	57,096.00	58,734.00
Senior Psychometrist - M.A. Level - Registered	31.02	31.79	32.59	33.36	34.23
	1,163.25	1,192.13	1,222.13	1,251.00	1,283.63
Coordinator Response Team Coordinator Community Support Workers	60,489.00	61,990.76	63,550.76	65,052.00	66,748.76
Supervisor Psychometry and Behaviour Services PhD Psychology	37.00	37.87	38.77	39.62	40.48
	1,387.50	1,420.13	1,453.88	1,485.75	1,518.00
	72,150.00	73,846.76	75,601.76	77,259.00	78,936.00
Supervisor Psychological Services Registered	38.63	39.56	40.49	41.37	42.27
	1,448.63	1,483.50	1,518.38	1,551.38	1,585.13
Supervisor Speech & Language Services Registered	75,328.76	77,142.00	78,955.76	80,671.76	82,426.76
Senior Speech Pathologist Registered	33.20	33.83	34.48	35.09	35.71
Assistant Supervisor Psychological Services Registered	1,245.00	1,268.63	1,293.00	1,315.88	1,339.13
	64,740.00	65,968.76	67,236.00	68,425.76	69,634.76

**April 1, 2013 - Full-Time/Part-Time/Relief Salary Scale – 37.5 hour week**

Speech Pathologist	28.59	29.28	30.02	30.76	31.61
Registered H.B.A. Level	1,072.13	1,098.00	1,125.75	1,153.50	1,185.38
	55,750.76	57,096.00	58,539.00	59,982.00	61,639.76
Speech Pathologist	29.41	30.23	31.09	31.93	32.80
Registered M.A. Level	1,102.88	1,133.63	1,165.88	1,197.38	1,230.00
	57,349.76	58,948.76	60,625.76	62,263.76	63,960.00
Switchboard Operator	20.83	21.19	21.60		
Receptionist	781.13	794.63	810.00		
	40,618.76	41,320.76	42,120.00		
Health Services Nurse	27.62	28.22	28.81	29.35	
Registered	1,035.75	1,058.25	1,080.38	1,100.63	
	53,859.00	55,029.00	56,179.76	57,232.76	

**APPENDIX "A"**  
**April 1, 2014 – 2.25% Increase**  
**Full-Time/Part-Time/Relief Salary Scale**  
**37.5 Hour Work Week**

<u>POSITION</u>	Start	After 1 yr	After 2 yr	After 3 yr	After 4 yr	After 5 yr
Full-Time	Start	After 1 yr	After 2 yr	After 3 yr	After 4 yr	After 5 yr
Part-Time/Relief	Start	After 2,080 hr	After 4,160 hr	After 6,240 hr	After 8,320 hr	After 10,400 hr
Active Lifestyle Worker	24.36	24.81	25.20			
Behavioral Therapist - Underfill	913.50	930.38	945.00			
Client Support Worker	47,502.00	48,379.76	49,140.00			
Communication Instructor						
Music Therapy Assistant						
Physio/Occupational Therapist Assistant						
Clerk Stenographer	21.16	21.54	21.89	22.34		
Clerk Stenographer, IDP	793.50	807.75	820.88	837.75		
PRT Office Clerk	41,262.00	42,003.00	42,685.76	43,563.00		
Relief Clerk						
ELP Facilitator and Trainer	25.64	26.25	26.81	27.35	27.92	
Community Support Worker	961.50	984.38	1,005.38	1,025.63	1,047.00	
Family Home Support Worker	49,998.00	51,187.76	52,279.76	53,332.76	54,444.00	
Accounting Clerk	23.48	24.09	24.71	25.37	26.01	
	880.50	903.38	926.63	951.38	975.38	
	45,786.00	46,975.76	48,184.76	49,471.76	50,719.76	
Developmental Consultant, IDP	26.31	26.89	27.56	28.19	28.88	29.56
	986.63	1,008.38	1,033.50	1,057.13	1,083.00	1,108.50
	51,304.76	52,435.76	53,742.00	54,970.76	56,316.00	57,642.00
Maintenance Assistant - Community Residence	23.28	23.76	24.26			
	873.00	891.00	909.75			
Maintenance Handiman	45,396.00	46,332.00	47,307.00			
<u>B.A. Level</u>						
Behaviour Therapist	25.74	26.31	26.89	27.56	28.19	
Music Therapist	965.25	986.63	1,008.38	1,033.50	1,057.13	
Occupational Therapist	50,193.00	51,304.76	52,435.76	53,742.00	54,970.76	
Co-ordinator of Training & Public Education						
<u>Honours B.A.</u>						
Behaviour Therapist	26.89	27.56	28.19	28.88	29.56	
Music Therapist	1,008.38	1,033.50	1,057.13	1,083.00	1,108.50	
Occupational Therapist	52,435.76	53,742.00	54,970.76	56,316.00	57,642.00	
Co-ordinator of Training & Public Education						

## April 1, 2014 - Full-Time/Part-Time/Relief Salary Scale – 37.5 hour week

Honours B.A.	27.52	28.19	28.85	29.53	30.18
Psychometrist	1,032.00	1,057.13	1,081.88	1,107.38	1,131.75
	53,664.00	54,970.76	56,257.76	57,583.76	58,851.00
<b>M.A. Level</b>					
Music Therapist	27.73	28.45	29.19	29.94	30.80
Co-ordinator of Training & Public Education	1,039.88	1,066.88	1,094.63	1,122.75	1,155.00
Psychometrist	54,073.76	55,477.76	56,920.76	58,383.00	60,060.00
Physiotherapist	30.23	31.01	31.80	32.61	33.49
	1,133.63	1,162.88	1,192.50	1,222.88	1,255.88
	58,948.76	60,469.76	62,010.00	63,589.76	65,305.76
Psychometrist - PhD Level	34.11	35.00	36.09	36.95	37.83
	1,279.13	1,312.50	1,353.38	1,385.63	1,418.63
	66,514.76	68,250.00	70,375.76	72,052.76	73,768.76
Senior Community Support Worker	26.92	27.54	28.15	28.76	29.42
	1,009.50	1,032.75	1,055.63	1,078.50	1,103.25
	52,494.00	53,703.00	54,892.76	56,082.00	57,369.00
Family Home Coordinator	27.16	27.81	28.36	29.08	29.70
	1,018.50	1,042.88	1,063.50	1,090.50	1,113.75
	52,962.00	54,229.76	55,302.00	56,706.00	57,915.00
Senior Occupational Therapist	27.73	28.45	29.19	29.94	30.80
	1,039.88	1,066.88	1,094.63	1,122.75	1,155.00
	54,073.76	55,477.76	56,920.76	58,383.00	60,060.00
Senior Psychometrist - M.A. Level – Registered	31.72	32.51	33.32	34.11	35.00
Coordinator Response Team	1,189.50	1,219.13	1,249.50	1,279.13	1,312.50
Coordinator Community Support Workers	61,854.00	63,394.76	64,974.00	66,514.76	68,250.00
Supervisor Psychometry and Behaviour Services PhD Psychology	37.83	38.72	39.64	40.51	41.39
	1,418.63	1,452.00	1,486.50	1,519.13	1,552.13
	73,768.76	75,504.00	77,298.00	78,994.76	80,710.76
Supervisor Psychological Services Registered	39.50	40.45	41.40	42.30	43.22
	1,481.25	1,516.88	1,552.50	1,586.25	1,620.75
Supervisor Speech and Language Services Registered	77,025.00	78,877.76	80,730.00	82,485.00	84,279.00
Senior Speech Pathologist Registered	33.95	34.59	35.26	35.88	36.51
Assistant Supervisor Psychological Services Registered	1,273.13	1,297.13	1,322.25	1,345.50	1,369.13
	66,202.76	67,450.76	68,757.00	69,966.00	71,194.76

## April 1, 2014 - Full-Time/Part-Time/Relief Salary Scale – 37.5 hour week

Speech Pathologist	29.23	29.94	30.70	31.45	32.32
Registered H.B.A. Level	1,096.13	1,122.75	1,151.25	1,179.38	1,212.00
	56,998.76	58,383.00	59,865.00	61,327.76	63,024.00
Speech Pathologist	30.07	30.91	31.79	32.65	33.54
Registered M.A. Level	1,127.63	1,159.13	1,192.13	1,224.38	1,257.75
	58,636.76	60,274.76	61,990.76	63,667.76	65,403.00
Switchboard Operator	21.30	21.67	22.09		
Receptionist	798.75	812.63	828.38		
	41,5358.00	42,256.76	43,075.76		
Health Services Nurse	28.24	28.85	29.46	30.01	
Registered	1,059.00	1,081.88	1,104.75	1,125.38	
	55,068.00	56,257.76	57,447.00	58,519.76	

APPENDIX "B"**B-1      HOURS OF WORK AND OVERTIME – FULL TIME**Group A

Time and one-half (1 ½) shall be paid for all hours worked in excess of seven and one-half (7 ½) hours per day, or in excess of thirty-seven and one-half (37 ½) hours per week. All hours worked on the sixth and subsequent day shall be at time and one-half (1 ½).

Group B

Time and one-half (1 ½) shall be paid for all hours worked in excess of seven and one-half (7½) hours per day, or in excess of seventy-five (75) hours in a two (2) week period.

Group C

Time and one-half (1 ½) shall be paid for all hours worked in excess of eight (8) hours per day, or in excess of eighty (80) hours in a two (2) week period. Where scheduling permits, every reasonable effort will be made to schedule one (1) weekend off in three (3).

B-2      When an employee works overtime, which has been authorized by the Executive Director or their designee, the employee will have the option of compensating time off at the rate of one and one half (1 ½) times hours so worked or they will be paid as per Appendix D-1. Compensating time off may be taken at a mutually agreed time. Requests for time off will not be unreasonably denied. An employee may accumulate up to one hundred (100) hours of credit at any one time for the purpose of time off. Hours in excess of one hundred (100) will be paid at the overtime rate. An employee shall have no less than two (2) consecutive days off.

When an employee is required to stay for a second consecutive 12 hour shift they shall be paid overtime at the rate of two (2) times their regular hourly rate. The employees will have the option of taking compensating time off in lieu.

B-3      For the purpose of scheduling hours, the employees will be sub-grouped as follows:

Group A

Accounting Clerk  
 Clerk Stenographer  
 Clerk Stenographer, IDP  
 PRT Office Clerk

## APPENDIX "B" (continued)

**Group B**

- Supervisor Psychological Services
- \*\* Active Lifestyle Worker
- Behaviour Therapist
- Client Support Worker
- \* Communication Instructor
- Community Support Worker
- Co-ord. Training and Public Education
- Developmental Consultant, IDP
- ELP Facilitator and Trainer
- Family Home Support Worker
- \*\* Maintenance Assistant - Community Residence
- Music Therapist
- Occupational Therapist
- Physio/Occupational Therapist Assistant
- Physiotherapist
- Psychometrist
- Co-ordinator Response Team
- Co-ordinator Community Support Worker
- Senior Community Support Worker
- Senior Occupational Therapist
- Supervisor, Psychometry and Behaviour Services PhD Psychology
- Senior Psychometrist
- Supervisor, Speech and Language Services Registered
- Senior Speech Pathologist
- Speech Pathologist – Registered HBA Cert.
- \*\* Switchboard Operator Receptionist
- \* Incumbents with a seniority date prior to November 15, 1989, will be grouped under Group C
- \*\* Incumbents with a seniority date prior to October 23, 1991, will be grouped under Group C
- Family Home Co-ordinator
- Behaviour Therapist Underfill
- Supervisor, Psychological Services Registered
- Supervisor Psychological Services Underfill
- Assistant Supervisor Psychological Services
- Supervisor Psychological Services Registered Masters Psychological
- Associate-Underfill
- Music Therapy Assistant
- Health Services Nurse - Registered

**Group C**

- Assistant Residential Counsellor
- Assistant Residential Counsellor - Sleep Over
- Cook
- Cook/Housekeeper - Community Residence
- Food Supervisor
- Residential Counsellor
- Residential Counsellor Underfill
- Senior Residential Counsellor

**APPENDIX 'C'****C-1 HOURS OF WORK AND OVERTIME – PART TIME****Group A**

Time and one-half (1 ½) shall be paid for all hours worked in excess of seven and one-half (7 ½) hours per day or in excess of thirty-seven and one-half (37 ½) hours per week.

**Group B**

Time and one-half (1 ½) shall be paid for all hours worked in excess of seven and one-half (7 ½) hours per day.

**Group C**

Time and one-half (1 ½) shall be paid for all hours worked in excess of twelve (12) hours per day. When an employee is required to stay for a second consecutive 12 hour shift, they shall be paid overtime at the rate of two (2) times their regular hourly rate.

**Note:**

The grouping for part-time employees shall be the same groups as shown in Appendix "B" of the Full-Time Agreement.

**APPENDIX 'D'**

In recognition of the desirability of continuing the Centre's summer program and providing overnight and camping excursions for residents, the parties hereby agree that:

The Overtime and other provisions respecting hours of work scheduling and overtime shall be suspended to permit the continuance of the program subject to the following conditions: (e.g. Hours accumulated re. Camp will be considered separate from other accumulated overtime) - an employee who works at a summer camp shall be granted twelve (12) hours in lieu as time off or pay for each night spent at camp.

**LETTER OF INTENT**

Between  
 Cochrane Temiskaming Resource Centre  
 and  
 Ontario Public Service Employees Union  
 and its Local 664  
 (Full-time Service)

The parties have agreed to the terms of this Letter of Intent regarding termination payments (severance) for employees of the CTRC.

This Letter of Intent shall be attached to and form part of the Collective Agreement.

The terms are as follows:

Termination payments (Severance pay) shall be paid to employees of the CTRC who are terminated or laid off due to a permanent discontinuance of all or part of the Employer's operations or a closure. Employees who are dismissed for cause and not reinstated through the grievance procedure are not entitled to severance pay.

The severance pay to which an employee will be entitled shall be at least equal to that set out in the Employment Standards Amendment Act, 1987. The following provisions as agreed to between the parties shall also apply provided that these provisions are superior to those of the Employment Standards Amendment Act, 1987:

An employee who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of layoff or redundancy is entitled to severance pay according to the following:

i)	NUMBER OF YEARS OF CONTINUOUS SERVICE	NUMBER OF WEEKS OF SEVERANCE PAY	NUMBER OF YEARS OF CONTINUOUS SERVICE	NUMBER OF WEEKS OF SEVERANCE PAY
	Less than one year	0	14	16
	1	1	15	17
	2	2	16	18
	3	3	17	19
	4	4	18	20
	5	5	19	21
	6	6	20	22
	7	7	21	23
	8	8	22	24
	9	9	23	25
	10	12	24	26
	11	13	25 or more	26
	12	14		
	13	15		

- ii) The total of the amount paid to an employee in respect to accumulated credits, severance pay, or both, shall not exceed one-half (1/2) of the annual pay of the employee at the date when they cease to be an employee.
- iii) The calculation of severance pay of an employee shall be based on the regular rate of pay of the employee at the date when they cease to be an employee.
- iv) Where a computation of severance pay involves part of a year, the computation of that part shall be made on a monthly basis and
  - (a) any part of a month that is less than fifteen (15) days shall be disregarded, and
  - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- v) For purposes of determining qualifications for and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period:
  - (a) when on a leave of absence without pay for greater than thirty (30) days;
  - (b) periods of layoff;
  - (c) after the first six (6) months that they are receiving benefits pursuant to an award under the Workers' Compensation Act/W.S.I.B.

Terminated or laid-off workers shall have the right to be recalled for employment for up to two (2) years from the date of layoff. These employees may elect to be paid the termination pay forthwith or may elect to retain the right to be recalled by so indicating to the Employer within two (2) weeks of the date of layoff. Where an employee elects to be paid the termination pay forthwith, the employee shall be deemed to have abandoned the right to recall.

This letter of intent shall remain in force until 2015 or until such time as the closure or permanent discontinuance of all or part of the Employer's operations is affected.

Dated at Timmins, Ontario, this 15<sup>th</sup> day of May, 2012.

FOR THE COCHRANE TEMISKAMING  
RESOURCE CENTRE

[Signature]  
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FOR OPSEU, LOCAL 664

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LETTER OF INTENT

Re: Independent Work Study Program

In order to provide a greater number of qualified residential counsellors, the parties will meet within the term of the Collective Agreement with the intent to explore what would be required to design and implement an Independent Work Study Program.

Dated at Timmins, Ontario, this 1<sup>st</sup> day of May, 2012.

FOR THE COCHRANE TEMISKAMING  
RESOURCE CENTRE

FOR OPSEU LOCAL 664

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Pam Moore

Louise Holm

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Rosy Lemur

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**LETTER OF AGREEMENT**  
**BETWEEN**  
**COCHRANE TEMISKAMING RESOURCE CENTRE**  
**AND**  
**O.P.S.E.U. AND ITS LOCAL 664 (F.T.)**

**Re: Twelve Hour Shifts**

These shifts will be considered for Community Residences only.

Where the needs of the home allow, 12 hour shifts may be implemented with an agreement between the Union the Employer.

**TRIAL PERIOD – CONTINUOUS EVALUATION**

All new twelve (12) hour shift systems will be evaluated at the end of three (3) months for such things as client affects, production, fatigue, morale, record keeping, overtime, effectiveness, attendance, etc. and a decision to continue will be made.

It is understood that a continuous evaluation will be done.

**NORMAL SHIFT SCHEDULES**

There may be a mixture of 12 and 8 hours shifts.

**CANCELLATION**

It is understood that either party can revert to the eight hour shift system at any time by discussing same with the Employee Relations Committee and giving a two week notice.

**OVERTIME**

Overtime will be paid for any hours over twelve (12) in a day of 80 hours in a pay period with the exception of eight (8) hours shifts where the applicable Appendices apply.

**VACATION/PAID HOLIDAYS/BEREAVEMENT/SICK TIME**

**VACATION AND PAID HOLIDAYS**

Vacation entitlement will be converted to hours. For example: 15 vacation days = 15 X 8 hours per day = 120 hours. 120 hours divided by 12 hours = 10 – 12 hour days.

Paid holidays are also converted to hours – if one works the holiday and is scheduled for 12 hours, paid 18 hours and banks 8 hours. When an employee takes a paid holiday on the day it falls for 8 hours, the employee must use banked time, (4 hours), to make up the 12 hour total (or as in Article 17.07).

**BEREAVEMENT**

3 days converts up to 36 hours (according to shift schedule)

5 days converts to 40 hours

1 day converts to 8 hours or 12 hours (according to shift schedule)

**HOODIP/EQUIVALENCY**

Entitlement for short term illness is 75, 8 hour days = 600 hours. Doctor's Certificates are necessary on the third shift.

**SHIFT PREMIUM**

For 12 hour shifts, if more than 50% of your hours of work fall after 1500 hours then shift premiums apply.

**SHORT CHANGE**

Article 19.05 will read 11.25 hours (not 12) for the 12 hour shifts.

Dated at Timmins, Ontario, this 15<sup>th</sup> day of July, 2012.

FOR THE COCHRANE TEMISKAMING  
RESOURCE CENTRE

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Louise Holm  
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FOR OPSEU LOCAL 664

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Pam Moore  
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**LETTER OF AGREEMENT**

**BETWEEN**

**COCHRANE TEMISKAMING RESOURCE CENTRE**

**AND**

**O.P.S.E.U. AND ITS LOCAL 664 (F.T.)**

The parties hereby agree to the following terms and conditions for a deferred leave plan.

1. **General**

The Four Years Over Five Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years' salary payments over a five (5) year period.

The Plan is not established to provide benefits to the employee on or after retirement, but is established to permit the employee to fund, through salary or wage deferrals, a leave of absence from employment.

It is understood that the employee is to return to his regular employment with the employer after the leave of absence for a period that is not less than the period of the leave of absence.

Throughout the period of the leave of absence the employee will not receive any salary or wages from the employer other than the amount by which the employee's salary or wages under the arrangement were deferred.

2. **Qualifications**

Any employee having two (2) years seniority with the employer is eligible to participate in the Plan.

3. **Application**

An employee must make written application as per Human Resources Policy #13C, requesting permission to participate in the Plan. Such application must be made no later than October 31<sup>st</sup> of any given year. Written acceptance, or denial, of the employee's request, with explanation, will be forwarded to the employee within two (2) months. Approval of individual requests to participate in the Plan shall rest solely with the employer.

#### 4. Payment Formula and Leave of Absence

The payment of salary, fringe benefits and the timing of the one-year leave of absence shall be as follows:

- a) The deferred amount is set at 20% of annual basic salary. Basic salary does not include overtime, shift premiums, temporary assignment or SPIC pay, etc.
- b) Providing that all requirements of Income Tax Act Regulation 6801 (Part LX VIII) "PRESCRIBED PLAN OR ARRANGEMENT" are met, deferred amounts are considered income in the year they are received by the employee.
- c) Interest income earned on the trust account set up to hold deferred amounts for the employee shall be paid to the employee in the taxation year earned (or accrued) and included in the employee's income at that time.
- d) The accumulated monies for each participating employee shall be deposited into individual trust accounts, to be administered by the employer. Only the monies accumulated will be paid out during the leave. (e.g., amount in bank account divided by 26 pays).
- e) The bank will calculate interest under terms of this Plan monthly (not in advance). The interest paid shall be calculated on the last day of each month for a true savings account. The rate will be the one quoted by the bank with which the employer deals. Bank charges will be charged to the respective account.
- f) Employee's fringe benefits will be maintained by the employer during their leave of absence, if eligibility conditions permit; however, the premium costs of all fringe benefits during the year of the leave shall be charged to the employee.
- g) Merit increases during the year of leave will be deferred according to Article 11.06 of the Collective Agreement.
- h) Seniority and service toward retirement gratuity and vacation entitlement shall be credited at the end of the leave as if the employee were employed in his usual position during the year of leave.
- i) The Hospitals of Ontario Disability Income Plan's equivalency short term illness plan will not be in effect during the year of leave.
- j) Employees will not be entitled to vacation during the period of deferred leave.

- k) Pension deductions will be made and contributory service accumulated according to the rules and regulations of the Hospitals of Ontario Pension Plan.

5. **Deferral/Withdrawal From Plan**

- a) Refer to "GENERAL" section - - employees requesting this benefit must follow through with the Plan. Under extenuating circumstances if the employee must withdraw from the Plan any time prior to taking his leave of absence any monies accumulated, plus interest owed, less a 10% administration fee, will be paid to the employee within sixty (60) days of notification of his desire to leave the plan.
- b) Should an employee voluntarily leave the employ of the employer before his financial obligation to the employer has been discharged, any monies outstanding, plus interest owed but less a 10% administration fee, shall be repaid within fourteen (14) days following the effective date of termination.
- c) The Employer will advise the employee at least one (1) month prior to leave commencing, should the employee not be able to take the leave due to inability to replace. In such event, all amounts held for the employee's benefit under the prescribed plan, plus interest owed, plus a 10% cancellation fee, shall be paid to the employee within sixty (60) days.
- d) Should an employee die while participating in the Plan, any monies accumulated, plus interest owed at the time of death, will be paid to the employee's estate. Conversely, any monies plus interest owed the employer at the time of death shall be payable to the employer from the employee's estate.

6. **Other**

- a) The employer shall provide a statement once a year to the employee for the amount of money in the trust account.
- b) Should the employer cease to exist as a business entity all accumulated monies, plus interest to date will be returned to the participating employees.

Dated at Timmins, Ontario, this 1<sup>st</sup> day of May, 2012.

FOR THE COCHRANE TEMISKAMING  
RESOURCE CENTRE

Guy Sawy  
J. McLintock  
Louise Holm

FOR OPSEU LOCAL 664

Blair Rupp  
Pam Moore  
Angela Dixon

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Alexis Adams Curpan  
Presy Lemay J  
Chair Site-Civil  
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EFFECTIVE DATE FOR LETTER OF INTENT: January 1, 1994

LETTER OF INTENT

Between

Cochrane Temiskaming Resource Centre

and

Ontario Public Service Employees Union

and its Local 664

The parties agree that in the event that a Bargaining Unit Member of Local 664 encounters a picket line during their assigned duties that they will bring the matter to both the Employer's and the Union's attention.

The parties will meet and discuss possible alternatives to crossing a legally erected picket line.

Dated at Timmins, Ontario, this 1<sup>st</sup> day of May, 2012.

FOR THE COCHRANE TEMISKAMING  
RESOURCE CENTRE

FOR OPSEU LOCAL 664

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**LETTER OF INTENT**

Between

Cochrane Temiskaming Resource Centre

and

Ontario Public Service Employees Union

and its Local 664

The parties agree to meet to explore the possibilities for creative and innovative scheduling at the Employer/Employee Relations Committee during the term of the current collective agreement.

Dated at Timmins, Ontario, this 1<sup>st</sup> day of May, 2012.

FOR THE COCHRANE TEMISKAMING  
RESOURCE CENTRE

FOR OPSEU LOCAL 664

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**LETTER OF INTENT**

Between

Cochrane Temiskaming Resource Centre

and

Ontario Public Service Employees Union

and its Local 664

**Re: Vacation Scheduling**

Notwithstanding Article 10.01a) the parties agree to the following:

1. A joint Committee will be established with up to three (3) representatives from each party with the goal of creating vacation scheduling protocols for the Residential Program.
2. The Committee will collect and review "best practice" procedures and guidelines from other sister organizations and/or other organizations with 24/7 operations.
3. The Committee's key objective will be to develop protocols that provide for equitable distribution of vacation where seniority and fairness shall be governing principles.
4. The parties agree that the Committee will be empowered to communicate and implement their new protocols.
5. The Committee's final procedures shall be established and implemented by February 1, 2013.
6. For the 2012 fiscal year, the parties agree to maintain the current practice for vacation scheduling.

Dated at Timmins, Ontario, this 15<sup>th</sup> day of May, 2012.

FOR THE COCHRANE TEMISKAMING  
RESOURCE CENTRE

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