

Collective Agreement

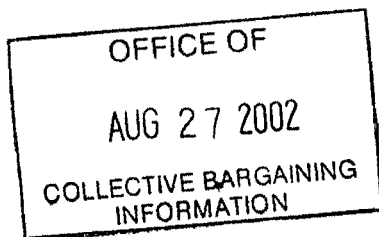
between

Ontario Public Service Employees Union
and its Local 664

AND

Iroquois Falls Association for Community Living

Expiry Date: March 31, 2004



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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish for the Employer, the Union, and the employees, mutually acceptable wage rates and working conditions, and to provide a method for the prompt and equitable disposition of disputes arising from this Collective Agreement.

ARTICLE 2 - RECOGNITION AND SCOPE OF COLLECTIVE AGREEMENT

2.01 Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Iroquois Falls Association for Community Living in the Town of Iroquois Falls, save and except Supervisors, persons above the rank of Supervisor, and French Language Services Secretary/Receptionist.

2.02 Definitions

- (a) "Full-time" employee shall be defined as a member of the bargaining unit who is regularly scheduled to work 35 hours or more per week.
- (b) "Regular part-time" employee shall be defined as a member of the bargaining unit who is regularly scheduled to work less than 35 hours per week.
- (c) "Casual part-time" employee shall be defined as a member of the bargaining unit who is employed on an as and when needed basis. Such employees shall not be scheduled for shifts or offered shifts until regular part-time employees are scheduled for or offered 96 hours per month. This shall not be construed as a guarantee of shifts to be scheduled or offered to regular part-time employees.
- (d) Orientation Employees

Newly hired regular part-time and casual part-time employees shall receive a minimum of three days orientation training as well as necessary training required for the job in which they were hired to a maximum of eighty (80) hours. These training hours will be paid out at minimum wage. Orientation and initial training hours will not be included in the scheduling count.

2.03 Work of the Bargaining Unit

- (a) The current practice in the use of volunteers shall not be expanded to the extent that it results in the layoff of permanent staff or prevents the permanent recall of such staff. The fluctuation in scheduling of regular part-time or casual employees shall not be considered a layoff or non-recall of such staff.
- (b) The Association may from time to time employ clients of the Association to perform work which is not normally performed by bargaining unit employees. Clients so employed shall not be members of the bargaining unit and shall not be covered by this Collective Agreement.

- (c) Where the Association receives approval to hire an employee under the Social Services Employment Programme (SSEP) for a position which is additional to the regular complement of the Association, such employee shall be hired without reference to the posting provisions of the Collective Agreement. The SSEP employee shall be paid the appropriate bargaining unit rate and enjoy all other rights and benefits under the Collective Agreement except that such employee and position shall not be subject to the layoff and recall provisions, nor shall the release of such employee be subject to the grievance and arbitration provisions. Where such an employee successfully competes for a posted bargaining unit position, she shall be credited with seniority back to her original date of hire.

- (d) Use of Summer Students

Where the Association receives a subsidy to hire a summer student under a Government Program for a position which is additional to the regular complement of the Association, such employee shall be hired without reference to the posting provisions of the Collective Agreement. Students shall perform work designed to enhance the social lives of the individuals supported by the Association and will not be used to replace Bargaining Unit employees. The Summer Student shall enjoy all other rights and benefits under the Collective Agreement except that such employee and position shall not be subject to the layoff and recall provisions, nor shall the release of such employee be subject to grievance and arbitration provisions. The use of Students shall not be expanded to the extent that it results in the layoff of permanent employees. Wages will be determined by the employer.

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination - Human Rights Code

The Association, the Union and the members of the bargaining unit agree that there will be no discrimination with respect to employment not permitted by the Ontario Human Rights Code.

3.02 No Discrimination - Union Activity

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union. The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no union activity on the employer's premises during the employees' working hours.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive right and function of the Employer to generally manage the operations, and all its programmes in all respects and in accordance with its inherent and statutory rights and obligations, except as expressly modified or restricted by a specific provision of this Agreement, and any relevant legislation, and without restricting the generality of the foregoing:
- (a) to hire employees, determine the qualifications necessary for the work; assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the services to be rendered;
 - (b) to reprimand, suspend, discharge, or otherwise discipline employees for just cause, provided that a claim by an employee who has completed the probationary period that the employee has been discharged without just cause may be the subject of a grievance as hereinafter provided; to determine the number of employees to be employed;
 - (c) to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer;
 - (d) to introduce new or improved research, service, and machinery; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules, regulations, and practices and to take whatever action is either necessary or advisable to determine, manage and fulfil the missions of the Association;
 - (e) The Association agrees that it will exercise its rights in compliance with this Collective Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees that during the term of this Agreement, it will not authorize or condone any unlawful strike. The Employer agrees that it will not illegally lockout employees. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1990, as amended.

ARTICLE 6 - UNION SECURITY

6.01 Union Dues Deduction

The Employer agrees to deduct a sum equal to the regular monthly Union dues as specified by the Union to be currently in effect from each employee in the bargaining unit from the first day of hire. The Employer agrees to remit the total amount of such dues to the Head Office of the Union at 100 Lesmill Road, Toronto, M3B 3P8, by the fifteenth day of the month following the month in which such deductions were made.

6.02 The Union will advise the Employer in writing of the amount of its regular monthly union dues authorized in accordance with the Constitution and By-Laws of the Union. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.

6.03 Indemnification

In consideration of the deducting and forwarding of union dues, the Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, and/or actions arising out of the collection or attempted collection of such dues as herein provided and from any claims arising from information provided by the Employer under the provisions of this Collective Agreement.

6.04 Union Dues on Income Tax Slips

The Employer agrees to print the amount of union dues deductions paid by each employee for the previous calendar year on the employee's Income Tax Receipt.

ARTICLE 7 - REPRESENTATION

7.01 Recognition of stewards

The Employer agrees to recognize five stewards elected or appointed from the employees in the bargaining unit who have completed their probationary period.

7.02 Notification of Stewards' Names

The Union shall notify the Employer in writing of the name of the stewards. The Employer shall not be required to recognize any steward until such notification from the Union has been received.

7.03 Stewards Responsibilities

The parties agree that stewards have their regular duties and responsibilities to perform as employees, and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of grievances and shall be without loss of basic pay. Permission to take such time shall not be unreasonably withheld.

7.04 Employee Right to Representation

- (a) At the time that formal discipline is imposed or at any Stage of the grievance procedure, an employee is entitled to be represented by a union steward.
- (b) The parties further agree that where a steward is not readily available, the absence of the steward shall not negate any action taken, nor shall this clause require the Employer to call in or pay a steward not already at work.
- (c) The Local Union shall have the right to the assistance of a staff representative of the Ontario Public Service Employees Union for the purpose of attending meetings with the Employer in the administration of this Agreement.

7.05 Employee Relations Committee

- (a) There shall be an Employee Relations Committee consisting of two representatives of the Union and two representatives of the Employer. The Union members may have the assistance of a Staff representative of OPSEU, and the Association may have such assistance as it desires, at any meeting of the Committee.
- (b) The Committee shall meet at least once per month, unless mutually agreed otherwise. Meetings shall be at a mutually agreed time and place. Each party shall notify the other party of the proposed Agenda items at least one week before the meeting, unless mutually agreed otherwise.
- (c) The Chair of the Committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Chair selected by the Union and a Chair selected by the Employer.
- (d) The purpose of the Employee Relations Committee is to discuss items, not covered by the collective agreement, which are of mutual concern to Management and the employees. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement. It is expressly understood that this Committee shall not usurp the authority or duties of the Negotiation Committee.
- (e) Employees serving on the Employee Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee, including up to one (1) hour preparation time.

7.06 Negotiating Committee

- (a) The Employer agrees to recognize a Negotiating Committee, comprised of three representatives to be elected or appointed from amongst the employees in the bargaining unit, for the purpose of negotiating the renewal of this Agreement. Two of such employees, as designated by the Union, shall not lose their regular earnings for time spent during their regularly scheduled working hours in negotiating meetings with the Employer up to the point that an application for Conciliation is made. The third employee shall be granted an unpaid leave of absence. The Employer shall not require any member of the Negotiating Committee to report to work on any day of negotiating meetings with the Employer.

- (b) At the written request of the Union, made at least 14 days in advance, leaves of absence without pay for one day shall be granted to the Negotiating Committee for the purpose of preparing for negotiations.

7.07 **Health & Safety Committee**

The parties shall establish a joint Health and Safety Committee comprising two employees selected by the Union and two members selected by the Association. Such committee shall exercise the duties, responsibilities, prerogatives, and functions of any joint committee required by the Occupational Health and Safety Act.

7.08 **Orientation For New Members**

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 15 minutes. The employee will be given a copy of the collective agreement. The employer shall notify the Union steward of new employees. Union orientation of new employees shall not result in any premium payment for the Union steward.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.02 **Grievance Procedure**

It is the mutual desire of the parties hereto that complaints of employees shall be rectified as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of rectifying her complaint. Such complaint shall be discussed with her immediate supervisor within seven calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within seven calendar days of the discussion in the following manner and sequence:

STEP NO. 1

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

STEP NO. 2

Within seven calendar days following the decision under Step No. 1, the employee may submit the written grievance to the Executive Director or designate. A meeting will be held between the Executive Director or designate, the Grievor, and the grievor's steward within seven calendar days, or such other time as may be mutually agreeable. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as may be desired at such meeting. The decision of the Executive Director shall be delivered within fourteen calendar days of the meeting.

Where an employee's immediate supervisor is the Executive Director, Step No. 1 may be bypassed.

8.03 Policy Grievance

- (a) A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. The Union may file a policy grievance at Step 2 of the grievance procedure. Such policy grievance shall be filed in writing within twenty-one calendar days of the initial incident giving rise to the complaint. The grievance must be signed by an authorized representative of OPSEU.
- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the Executive Director or designate within fourteen calendar days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven calendar days of the filing of the grievance. The grievance shall be answered in writing by the Union within fourteen calendar days of such meeting.

- S.04 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.
- S.05 Agreements arrived at between the Employer, the employee and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employees concerned.
- S.06 Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within fourteen calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.
- S.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

8.08 Personnel Records

(a) **Removal of discipline**

All warnings and disciplinary notations shall be removed from an employee's personnel file after twelve months, except in the case of discipline for client abuse for which the period shall be twenty-four months, from the date of the discipline provided the employee has been discipline free for the period. An employee may not claim that she has been discipline-free for any more than that period if such is not the case.

(b) **Review of personnel file**

Upon written request, an employee shall have access to the employee's personnel file in the presence of the employee's immediate supervisor for the purpose of reviewing any performance appraisals or formal discipline contained therein. An employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the employee's permanent record. However, such reply shall not have the effect of diminishing any disciplinary action taken.

ARTICLE 9 - ARBITRATION

- 9.01 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 8.06 above, and at the same time appoint its nominee to the Arbitration Board. Within fourteen calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.
- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance procedure.
- 9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto; and the decision of the majority or, where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto and the employee(s) concerned.
- 9.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.
- 9.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned

- 9.08 By mutual agreement the parties may elect to have a single arbitrator hear the matter in dispute instead of a three-person board. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement within thirty days or such time as agreed by the parties clause 9.01 shall be followed. The single arbitrator shall be bound by all clauses of Article 9 in the same manner as a Board of Arbitration with the necessary changes being made.

ARTICLE 10 - DISCHARGE GRIEVANCE

- 10.01 The termination of a probationary employee shall not be the subject of a grievance or arbitration, subject to the standard set out in Article 11.03(c). A claim by an employee who has completed her probationary period that she has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director, or his designate, at Step No. 2 within seven calendar days following the date on which notice of the discharge or suspension was issued.

A Board of Arbitration may resolve such grievance by:

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

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall mean length of continuous service with the Association since date of hire, and shall be applied as set out below. Seniority shall operate on a bargaining-unit-wide basis, subject to the terms of this Agreement.

11.02 Seniority Lists

- (a) There shall be separate seniority lists for full-time and part-time employees covered by this Agreement who have completed their probationary period. A copy of each seniority list shall be posted in January of each year, on all bulletin boards. A copy shall be sent to the Union at the same time.
- (b) Seniority for full-time employees shall be expressed as a date of hire, as adjusted by the provisions of this Collective Agreement. Seniority for part-time employees shall be expressed as hours worked by the employee. Where two or more full-time employees commence work on the same day, preference shall be in accordance with the employees' dates of application
- (c) An employee, who is transferred from full-time to part-time, or vice-versa, shall transfer her seniority from one list to the other on the basis of 2080 hours for one year.

11.03 Probationary Period

- (a) Newly hired full-time employees shall be considered to be on probation for a period of six months worked from date of hire. Newly hired part-time employees shall be considered to be on probation for a period of 1040 hours worked from date of hire.
- (b) An employee will have no seniority rights during her probationary period. Upon successful completion of the probationary period, the employee shall receive seniority credit of hours worked to her date of hire.
- (c) The termination of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance or arbitration process unless the probationary employee is terminated for:
 - (i) reasons which are arbitrary, discriminatory, or in bad faith;
 - (ii) exercising a right under this Agreement.

A claim by a probationary employee that she has been terminated contrary to this clause shall be treated as a grievance provided a written statement of such grievance is lodged by the employee with the Executive Director at Step No. 2 within seven calendar days after the date that termination is effected.

- (d) By mutual consent of the employer and the employee such probationary period may be extended for reasons based on performance and ability to do the job including skill, suitability, availability, conduct and ability to work harmoniously with others. Any extension agreed to will be in writing and will specify the length of extension.

11.04 Seniority shall be lost and an employee shall be deemed to be terminated under the following circumstances:

- (a) where the employee resigns;
- (b) where the employee is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) where the employee has been laid off for a period of twelve months;
- (d) where the employee is absent from scheduled work for three consecutive days without notification or just cause satisfactory to the Executive Director;
- (e) has been laid off and fails to report her intention to return to work within five calendar days from the date of notification by registered mail at the last address on the files of the Association, or fails to report for work within three calendar days thereafter, unless she has a reason satisfactory to the Executive Director. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination in order to accept the recall.
- (f) where an employee accepts other employment during any leave of absence, or uses a leave of absence for a purpose other than that for which the leave was granted.

11.05 Job Posting

- (a) where a vacancy of a permanent nature occurs in a classification in the bargaining unit, or a new position is created which falls within the bargaining unit, such vacancy shall be posted on all bulletin boards for a period of seven consecutive calendar days. Employees may apply for the position during the posting period.
The notice of vacancy shall contain the following information; nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage rate. Such qualifications shall not be established in an arbitrary or discriminatory manner.
- (b) Applications from employees in the bargaining unit shall be considered by the Association before considering applicants from outside the bargaining unit.
- (c) Employees must submit a written application, including an up-to-date resume within the period indicated on the posting.
- (d) Employee shall be selected for positions under 11:05 (a) on the basis of their skill ability, experience and qualifications. Where these factors are equal amongst the employees considered, seniority shall govern, providing that the successful applicant is qualified to perform the available work. Where seniority is a determining factor, there shall be no distinction between full-time and part-time employees.
- (e) The successful and unsuccessful applicants shall be notified as soon as possible after the end of the selection process. Notice of the name of the successful applicant shall be placed on the bulletin boards. Upon request, the Association shall provide unsuccessful applicants with the reasons for which they were not selected.
- (f) The successful applicant shall be placed on trial for a period of three months. Conditional on the satisfactory service, the employee shall be declared permanent in the position after the completion of the trial period or probationary period. Where it is determined by the Association or the employee that the successful applicant is not suitable for the job during the trial period, she shall be returned to her former position and salary level without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary level without loss of seniority.
- (g) The Association shall offer undetermined vacancies to part-time employees as temporary replacements during the trial period.

11.06 Layoff and Recall

(a) Layoff

A layoff of employees shall be made on the basis of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid off. A layoff shall be defined as a permanent reduction in the work force, or a permanent reduction in the regular hours of work as defined in this Agreement.

(b) **Notice**

The Association shall provide the Union and the employees concerned with notice of layoff in accordance with the Employment Standards Act, or a minimum of 30 calendar days, whichever is of greater benefit to the employees concerned. The Employer agrees to meet with the Union during this time period, if requested, to discuss reasons for the layoff.

(c) **Recall**

Employees shall be recalled in the order of seniority, unless otherwise agreed between the Association and the Union, provided that the employee is qualified to perform the available work.

11.07 **Transfer outside bargaining unit**

No employee shall be transferred to a temporary position outside the bargaining unit without her consent. If an employee is transferred to a temporary position outside the bargaining unit, she shall retain her seniority and all other rights as a bargaining unit member.

11.08 **Temporary Positions**

A temporary position is one that is expected to be of 6 months or more in duration or as a specific replacement for an employee on parental leave or another leave of absence with a pre-defined duration.

11.09 Postings for such positions under Article 11, Job Posting shall be for no less than 5 working days and selection shall take place within 5 working days of the expiry of the posting.

11.10 The trial period provided in 11.05(e) shall apply in the case of temporary positions.

11.11 All other conditions of Article 11, Posting & Filling of vacancies shall apply.

11.12 On expiry of the temporary posting, the employee shall return to their former position with no loss of entitlements to increments etc.

11.13 Where an employee is permanently transferred or temporarily transferred in accordance with Articles 11.05 and 11.08 to a higher rated job classification within the bargaining unit, he shall receive not less than the rate that he was receiving at the time of the transfer, or the start rate of the job into which he is being transferred, whichever is higher, and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Personal Leave of Absence

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Executive Director or designate. Such requests are to be submitted as far in advance as possible and a written reply will be given within fourteen days, except in cases of emergency, in which case a reply will be given as soon as possible. Permission for such leave shall not be unreasonably withheld.

12.02 Pregnancy/Parental Leave

- (a) Pregnancy/Parental Leave shall be provided pursuant to the Employment Standards Act.
- (b) The Employer may request an employee to commence a maternity leave at such time as she cannot perform the duties of her position due to her pregnancy, without reasonable accommodation in the employee's job requiring no additional cost to the Association. Such time off under this clause shall be in addition to the leave granted under paragraph (a).

12.03 Bereavement Leave

- (a) A full-time employee who notifies the Employer as soon as possible following a bereavement shall be granted consecutive working days off without loss of the employee's regular pay for the employee's regularly scheduled hours on the following basis:
 - (i) Parent, sibling, stepchild, spouse or child: 5 days
 - (ii) Spouse's parent, spouse's sibling, grandparent, grandchild: 3 days
 - (iii) Aunt, uncle, niece, nephew: 1 day.
 - (iv) Where travel is required for a funeral for any of the above over 600 kilometres from Iroquois Falls, an additional two days leave will be granted.
- (b) A part-time or casual employee who notified the Association as soon as possible following a death in the employee's immediate family shall be granted a leave of up to five consecutive calendar days without loss of the employee's regular pay from the employee's regularly scheduled hours, "immediate family" shall mean spouse or child.
 - (i) Subject to the foregoing requirements, an employee shall be granted a leave of up to three consecutive calendar days for parent, sibling, spouse's parent, spouse's sibling, grandparent, or grandchild.
 - (ii) Subject to the foregoing requirements, an employee shall be granted a leave of one day for aunt, uncle, niece, nephew.
 - (iii) Where travel over 600 kilometers, from Iroquois Falls is required for a funeral for any of the above, an additional two days leave without pay will be granted.

12.04 Jury Duty and Witness Leave

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party in connection with a case arising from the employee's duties at the Home, the employee shall not lose her regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that she will be required to attend court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, traveling and meal allowances and an official receipt where available.

Should the employee present himself as a juror and be excused the employee is required to return to the Employer's premises and to complete her remaining normal scheduled day.

12.05 Union Leave

- (a) The Employer, upon two weeks' written notice from the Union, shall grant a leave of absence without pay to up to 2 employees appointed by the Union to attend Union functions for an aggregate of 20 person days in a calendar year, providing the granting of such leave does not unduly interfere with the efficient operations of the Employer. Such leave shall not be unreasonably withheld.
- (b) Where an employee is elected or appointed as an Executive Board member or Executive Officer of OPSEU, such employee shall be granted a leave of absence without pay and benefits to exercise the duties of such appointment, provided that the employee gives the Association at least four weeks' written notice, and such leave shall be restricted to one employee at any one time.
- (d) During the leaves of absence outlined in Article 12.05(a) and (b), the employee's salary and applicable benefits shall be maintained by the Association, the Union agrees to reimburse the Association in the amount of the full cost of such salary and applicable benefits.
- (d) When an employee is elected as the Union's Provincial President or First Vice-President/Treasurer, the Union shall, immediately following such election, advise the Association of the name of the employee so elected. A leave of absence without pay shall be granted for the duration of the current term of office. An employee so elected shall continue to accrue seniority only during such leave, and shall have an option to continue the employee's share of pension contributions, if any. For all other purposes, the person so elected shall be considered an employee of OPSEU during the term of office.

12.06 Effect of Absence

It is understood that during any absence without pay from the Association not exceeding thirty calendar days, both seniority and service will accrue as provided under this Collective Agreement. During such an absence exceeding thirty calendar days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of all subsidized employee benefits in which the employee chooses to participate for the period of absence.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01 Hours of Work

The following provisions are intended to designate normal hours of work on a daily shift and normal hours of work over the working schedule as determined by the Association and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

- (a) for full-time employees, the normal hours of work over the schedule determined by the employer shall average up to 40 hours per week;
- (b) Employees shall be entitled to a 15-minute rest period during each four-hour period in a daily shift, subject to the exigencies of resident care.
- (c) Notice of Shift Change
The Employer agrees that where major changes in shift schedules (including new shift schedules) are to be implemented, it will first discuss such changes with the Union and hear any representations by it provided such representations are made promptly and will attempt, in any such case, to give as much notice as reasonably possible.

13.02 Overtime

- (a) (i) Where a full-time employee is directed by her supervisor to work in excess of her normally scheduled hours, she shall receive, at her option, compensating time off or pay at her regular straight time hourly rate on the basis of one hour for each such hour worked, subject to (ii) below.
- (ii) Where an employee is directed to work in excess of 80 hours in a pay period, such employee shall receive, at her option, compensating time off or pay at one and one-half times her regular straight time hourly rate for each such hour worked.
- (b) All overtime must be approved in advance by the supervisor before it is worked.
- (c) Such compensating time off shall be taken within six months of when it is worked, at a time mutually agreed between the employee and her immediate supervisor.

- (d) Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.
- (e) It is further agreed that a period of up to 15 minutes may be required at either end of a shift to permit an orderly shift change and exchange of reporting. Such period shall not be considered as overtime.

(e) **Night Shift Premium**

Employees assigned to the midnight shift at the group homes shall receive a shift bonus of **twenty-five cents (\$0.25)** per hour for all awake hours.

- 13.03 Employees who, at the request of the Employer, accompany clients on out-of-town trips will be granted compensating time off for any hours in excess of eight (8) and up to a maximum of sixteen (16) in any given day.
- 13.04 Employees attending training seminars or meetings at the request of the Employer shall not be granted consideration for overtime.

ARTICLE 14 - DESIGNATED HOLIDAYS

14.01 The following shall be designated holidays:

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

In the event that the Provincial Government proclaims a holiday other than those listed above during the term of this Agreement, such holiday will be additional to the above-mentioned holidays.

14.02 **Pay for work on a designated holiday**

An employee required to work on one of the holidays listed in Article 14.01 shall be paid at time and one-half her regular straight time hourly rate of pay for all hours so worked.

14.03 **Entitlement to designated holiday off with pay**

- (a) Subject to Article 14.04 below, a full-time employee, who has completed three months service, shall be entitled to receive a designated holiday off with pay in the amount of her regular straight time earnings provided she works her scheduled work day on each of the scheduled working days immediately preceding and following the holiday, unless the employee is absent due to vacation, or absent due to a legitimate illness which commenced within the seven calendar days immediately prior to the date of the holiday.

- (b) A regular part-time employee who:
- (i) has completed at least twelve scheduled shifts, as scheduled by the Association, in the four calendar weeks immediately preceding the week in which a designated holiday occurs;
 - (ii) has worked on her scheduled shifts on each of the scheduled working days immediately preceding and following the holiday, unless the employee was absent due to vacation, or due to legitimate illness which commenced within the seven calendar days immediately prior to the date of the holiday. "Work" is meant to include a period when an employee is in receipt of wages.

The amount of holiday pay to which an employee is entitled is, all of the regular wages, plus all of the vacation pay which is payable to the employee in the four weeks ending just before the work week with the public holiday, divided by 20.

14.04 Lieu day off for work on a holiday

Where the Employer requires a full-time or regular part-time employee to work on a designated holiday and she does, such employee shall receive another day off with pay in lieu of the holiday, provided she meets the requirements of Article 14.03.

14.05 Designated holiday occurring during vacation or day off

Where any of the above designated holidays occur during a full-time employee's vacation or on a regularly scheduled day off, the employee shall receive another day off with pay at a mutually agreeable date after the holiday.

14.06 Lieu Day Scheduling

Where an employee becomes entitled to a lieu day under Article 14.04 or 14.05, such lieu day shall be taken at a time mutually agreed between the employee and her immediate supervisor. Failing agreement, such time off may be taken in conjunction with the employee's vacation, if requested two weeks in advance and in no case shall accumulated lieu days be carried forward past 31 March in any year.

14.07 All part-time employees shall be credited with one floater every January 1 upon completion of probation. Floater days shall be taken off at a time mutually agreed upon by the employee and supervisor. Floater days must be used in the year that they are credited.

14.08 Any full time employee scheduled to work on Remembrance Day shall be granted the day off with no loss in pay.

ARTICLE 15 - VACATIONS

15.01 Full-time Vacation Entitlement

For the purposes of vacation for full-time employees entitlement and scheduling, December 31st of each year shall be used.

On December 31st of each year, full-time employees shall receive vacation credits for each completed month of work according to the following schedule:

- (a) Employees who have completed less than four years of full-time continuous service with the Association shall be entitled to vacation on the basis of 1.25 days with pay at their current rate.
- (b) Employees who have completed four years or more of full-time continuous service with the Association shall be entitled to a vacation on the basis of 1.667 days with pay at their current rate.
- (c) Employees who have completed ten years or more of full-time continuous service with the Association shall be entitled to vacation on the basis of 2.083 days with pay at their current rate.
- (d) Employees who have completed fifteen years or more of full-time continuous service with the Association shall be entitled to vacation on the basis of 2.50 days with pay at their current rate.

During any year in which an employee becomes eligible for increased vacation entitlement, she shall commence accumulation of the increased entitlement during the month of his eligibility date.

For full-time employees working in the residential programs who are regularly scheduled to work less than 80 hours in a pay period, vacation entitlement will be prorated on the basis of 80 hours bi-weekly.

15.02 Part-time Vacation Pay

Part-time employees shall be entitled to vacation pay in the amount of 6% of their basic hourly rate, payable in each pay period.

15.03 Vacation Scheduling

The Association shall endeavour to accommodate the wishes of employees with respect to vacation scheduling requests subject to the service needs of the agency.

The Association shall post a vacation request sheet by 1 March in each year. Employees shall make their vacation requests prior to 31 March. In the case of conflicting vacation requests, seniority shall govern, provided however, that an employee may exercise such seniority only once in a calendar year during the initial posting. The Employer shall then post a finalized vacation schedule by 30 April. Requests for vacation received after 31 March will be granted on the basis of first come, first served.

- 15.04 An employee who resigns her employment with less than two weeks notice shall be entitled only to the vacation provided in the Employment Standards Act. Employees who retire according to the Association's retirement policy shall be entitled to receive their full vacation entitlement in the year in which they retire.

ARTICLE 16 - HEALTH AND WELFARE BENEFITS

- 16.01 The Association shall contribute towards the premium coverage of full-time participating eligible employees in the active employ of the Association under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements:
- (a) The Association agrees to contribute 100% of the billed premium toward coverage of eligible employees in the active employ of the Association for the Extended Health Care Benefits of which shall include vision care entitlements to a maximum of \$150.00 every two years as provided under the Association's Group Insurance Plan.
 - (b) The Association agrees to contribute 100% of the billed premium toward coverage of eligible employees in the active employ of the Association for a life insurance plan providing one times salary and two times salary for accidental death.
 - (c) The Association agrees to contribute 100% of the billed premium toward coverage of eligible employees in the active employ of the Association for a long term disability plan providing a 180 day elimination period, 66 2/3% of salary, 2-year "own-occupation" benefit as provided under the Association's Group Insurance Plan.
- 16.02 All claims for benefits under the Insurance Plans set out above, shall be made in accordance with the master contract with the particular carrier for the specified benefit. The Association agrees to provide the Union with one copy of each master contract upon request.
- 16.03 It is understood that the Association may at any time substitute another carrier for any Insurance Plan provided the benefits conferred thereby are not in total decreased. Before making such substitution, the Association shall notify the Union to explain the proposed change. Upon a request by the Union, the Association shall provide to the Union full specifications of the benefit programmes contracted for, and in effect for employees covered herein.
- 16.04 **Sick Credit Accumulation Bank**
- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each full-time employee in the active employ of the Association. Such employees shall be entitled to sick credits at the rate of 1 day per completed month of full-time work to a maximum of 12 days per year and shall receive such credits effective January 1 of each year. Credits may be accumulated from year to year to a maximum of 20 days.

- (b) Where a full-time employee is absent from work due to legitimate illness, she shall not lose her regular straight time earnings from her regularly scheduled hours but shall draw from her Sick Credit Accumulation Bank to the extent of her credits in the Bank.
- (c) An employee shall be required to submit a physician's certificate with respect to any period of time that the employee is absent due to illness for more than three days. It is understood that the Association may request doctor's certificates from employees to cover any absence due to illness, where the circumstances and pattern of the absences so warrant.
- (d) A full-time employee shall be entitled to use up to three (3) days of their sick credits for the purpose of booking a stress day.

16.05 A part-time employee shall be entitled to one (1) day off with pay and no loss of credits for the purpose of booking a stress day.

ARTICLE 17 – WAGES

17.01 The Employer shall pay the wage rates set out in Appendix "A".

17.02 Kilometrage Allowance

All employees directed to use their personal vehicles in the business of the Association shall receive an allowance of \$0.31 per kilometre of such use.

SEW workers shall receive a \$75.00 a month car allowance and SIL workers shall receive a \$51.00 a month car allowance. Out of town trips are to be paid at \$0.31 per kilometre.

ARTICLE 18 - MISCELLANEOUS

18.01 Gender

Whenever the feminine is used in the Agreement, it includes the masculine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

18.02 Bulletin Board

The Association agrees to provide a bulletin board in each of the three work locations for the purpose of posting union notices. Such notices will be signed and posted by officers of the Union only and will be in keeping with the spirit and intent of this Agreement.

18.03 Printing Contract

The Employer will pay one-half of the cost of reproducing the Collective Agreement for employees and the Employer.

ARTICLE 19 - DURATION

- 19.01 This Agreement shall continue in effect until **March 31, 2004** and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement..
- 19.02 Notice that amendments are required or that either party desire to terminate this Agreement may only be given within a period of ninety days prior to the expiration date of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.
- 19.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty days after the giving of notice, if requested to do so.

DATED AT Iroquois Falls, Ontario, this 7 day of Feb, 2002

FOR THE ASSOCIATION

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

IROQUOIS FALLS ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called "the Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union")

AND ITS LOCAL 664

Re: Sleep Shift Positions

The parties agree that the following terms and conditions shall apply for employees scheduled in the sleep shift position.

1. The hourly rate of pay for sleep shift shall be \$8.50.
2. The full time sleep shift position shall be scheduled eighty (80) hours over a two week period.
3. The full time sleep shift position shall be entitled to all benefits afforded to regular full time staff.
4. The sleep shift position shall be required, if scheduled, to be awake for one hour at the start and end of their shift to a maximum of 2 hours.
5. The sleep shift position shall be paid at the regular part time rate when required to be awake.
6. The full-time sleep shift position will be entitled to shift premium for awake hours only.

Signed in Iroquois Falls, Ontario, this 7 day of Feb, 2000.

FOR THE EMPLOYER

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

IROQUOIS FALLS ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called "the Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union")

AND ITS LOCAL 664

Re: Shift Distribution

The Parties agree with the principle that any additional shifts available in the group homes should be distributed in a fair and equitable fashion to all part-time and casual employees.

The Parties further agree that a joint committee will be formed to develop guidelines for the equitable distribution of additional shifts to part-time and casual employees.

The joint committee shall consist of one bargaining unit employee from each group home appointed by the Union and Supervisors of the group homes appointed by the Employer.

The joint committee shall deliver its recommendations within three months of ratification of this contract to the Employee Relations Committee for its approval.

Dated at Iroquois Falls, Ontario this 7 day of Feb, 2000.

FOR THE EMPLOYER

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

IROQUOIS FALLS ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called "the Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union")

AND ITS LOCAL 664

Re: Temporary Positions (Three Months to Less than Six Months)

The parties agree that the following procedure shall be used in filling predetermined temporary vacancies of three to less than six months in duration.

1. The Executive Director shall notify all bargaining unit members of any upcoming predetermined vacancies of three to less than six months in duration.
2. All interested applicants will contact the responsible Supervisor expressing their interest.
3. The most senior applicant shall be awarded the position provided that they have the skill, ability and experience to do the job.
4. No bargaining unit employee shall be eligible for another temporary position until all other interested employees have had an opportunity to fill a temporary vacancy.

Signed in Iroquois Falls, Ontario, this 7 day of Feb, 2000

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

BETWEEN

IROQUOIS FALLS ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called "the Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union")

AND ITS LOCAL 664

Re: Split Shifts

The Parties agree that split shifts will not be imposed on present SIL and Life skill employee's. Lorraine Girard, Judy Hodgins and Connie Labreche. However the employer reserves the right to impose such shifts on new hires.

Dated at Iroquois Falls, Ontario this 7 day of Feb, 2000

FOR THE EMPLOYER

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

IROQUOIS FALLS ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called "the Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union")

AND ITS LOCAL 664

Re: Temporary Positions (for replacement of Full Time Employees for determined and undetermined vacancies.)

The parties agree that the following procedure shall be used in filling full time undetermined vacancies

1. The supervisor shall notify all bargaining unit members of any upcoming full time vacancies via a written memo to each program.
2. All interested applicant will contact the responsible supervisor expressing their interest in writing.
3. The most senior applicant shall be awarded the position provided that they have the qualifications skills, ability and experience to do the job.
4. The successful applicant who remains in the position for three months or more will not be eligible for another temporary position until all other interested employees have had the opportunity to fill a temporary vacancy.

Signed in Iroquois Falls, Ontario, this 7 day of Feb, 2006

FOR THE EMPLOYER

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

IROQUOIS FALLS ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called "the Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union")

AND ITS LOCAL 664

Re: Ontario Government Wage Enhancements

The parties agree that if any wage enhancements are provided to the Employer by the Ontario Government in 2003, that these dollars will be given directly to members of the bargaining unit minus the 1.5% wage increase scheduled for April 1, 2003.

Dated at Iroquois Falls, Ontario this 7 day of Feb, 2002.

FOR THE EMPLOYER

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FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

IROQUOIS FALLS ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called "the Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union")

AND ITS LOCAL 664

Re: Developmental Centre Assistant Part time Position

The parties agree that the wage rates for the Developmental Assistant part time position shall be frozen until such time that the part time counsellor and night staff wage rates catch up.

Notwithstanding the above, the parties further agree that any pay equity obligations that are fulfilled in the future by the employer must be applied to this position.

Dated at Iroquois Falls, Ontario this 7 day of Feb, 2002.

FOR THE EMPLOYER

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FOR THE UNION

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LETTER OF INTENT

BETWEEN

IROQUOIS FALLS ASSOCIATION FOR COMMUNITY LIVING
(hereinafter called "the Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter called "the Union")

AND ITS LOCAL 664

Re: Benefit Plan For Bargaining Unit Employees

The parties agree to the following:

1. The Union agrees to assist the employer in obtaining their experience rating from OPSEU Benefit Trust Fund and Maritime Life.
2. The Employer shall survey other Insurance companies and provide rate estimates to the Union at an EERC meeting.
3. Both parties must agree that there are significant savings prior to any change in carrier and that all benefits are maintained at the present level or greater.
- 4.

Signed in Iroquois Falls, Ontario, this 7 day of Feb, 2002

FOR THE EMPLOYER

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FOR THE UNION

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APPENDIX 'A'
WAGE SCHEDULE

Effective December 1, 2001 pay equity payment of 1% retroactive to 1999

CLASSIFICATION	START	1 YEAR 2000 HOURS	AFTER 2 YEARS 4000 HOURS
Counsellor II, SIL Worker Supported Employment Worker	15.49	15.59	15.70
Dev. Center Asst. Life Skills Instructor	15.46	15.56	15.67
Dev. Center Asst. Part-time	15.23	15.33	15.43
Part-time Counsellor, Night Staff	12.49	12.88	13.09
Assistant Counsellor	13.53	13.64	13.74
Sleep Shift	8.59		

APPENDIX 'A'
WAGE SCHEDULE

Effective December 1, 2001

CLASSIFICATION	START	1 YEAR 2000 HOURS	AFTER 2 YEARS 4000 HOURS
Counsellor II. SIL Worker Supported Employment Worker	15.64	15.75	15.86
Dev. Center Asst. Life Skills Instructor	15.61	15.72	15.83
Dev. Center Asst. Part-time	15.23	15.33	15.43
Part-time Counsellor. Night Staff	12.61	13.01	13.22
Assistant Counsellor	13.67	13.78	13.88
Sleep Shift	8.68		

APPENDIX 'A'
WAGE SCHEDULE

Effective April 1, 2002

CLASSIFICATION	START	1 YEAR 2000 HOURS	AFTER 2 YEARS 4000 HOURS
Counsellor II, SIL Worker Supported Employment Worker	16.11	16.22	16.34
Dev. Center Asst. Life Skills Instructor	16.08	16.19	16.30
Dev.Center Asst. Part-time	15.23	15.33	15.43
Part-time Counsellor. Night Staff	12.99	13.40	13.62
Assistant Counsellor	14.08	14.19	14.30
Sleep Shift	8.94		

APPENDIX 'A'
WAGE SCHEDULEEffective April 1, 2003

CLASSIFICATION	START	1 YEAR 2000 HOURS	AFTER 2 YEARS 4000 HOURS
Counsellor II, SIL Worker Supported Employment Worker	16.35	16.46	16.59
Dev. Center Asst. Life Skills Instructor	16.32	16.43	16.55
Dev. Center Asst. Part-time	15.23	15.33	15.43
Part-time Counsellor, Night Staff	13.18	13.60	13.82
Assistant Counsellor	14.29	14.40	14.51
Sleep Shift	9.07		



