

COLLECTIVE AGREEMENT

B E T W E E N

**Ontario Public Service Employees Union
(hereinafter referred to as the "Union")
and its Local 357**

AND

**Community Living Huronia
(hereinafter referred to as the "Employer")**

DURATION: January 1, 2008 to March 31, 2010

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ARTICLE 1 - PURPOSE

- 1.01 Both parties recognize that first and foremost we exist to supply superior services to the people we support of Community Living Huronia, more particularly to ensure that all of the people we support live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively.
- 1.02 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably differences or grievances, which may arise from time to time hereunder in a manner hereinafter set out.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer agrees to recognize the Union as the bargaining agent of all employees of Community Living Huronia save and except supervisors, those above the rank of supervisor, Foster and Relief Parents, Service Co-ordinator, students in field placements or employed pursuant to co-operative educational programs, persons employed on temporary contracts under Government employment incentive grants provided their employment is no longer than one (1) year (1950) hours and office and clerical staff.
- 2.02 The word “employee” or “employees” wherever used in this Agreement shall mean only those employees in the bargaining unit defined above.
- 2.03 Whenever the masculine pronoun is used herein it shall mean and include the feminine where the context so provides.

ARTICLE 3 - TYPES OF EMPLOYEES

For the purpose of this Agreement, the parties agree that “employees” referred to in Article 2 relates to the following types of employees:

3.01 **Full-Time Employees**

Where the term “full-time employee(s)” is used herein, the Article(s) shall apply only to those employees in the bargaining unit who are normally scheduled to work for seventy-five (75) hours averaged over a two (2) week period as determined by the Employer.

3.02 **Part-Time Employees**

There are three (3) categories of part-time employees:

(a) **Part-Time Employees - Category I**

Where the term “part-time employee(s) Category I” is used herein, the Article(s) shall apply only to those employees in the bargaining unit who are normally scheduled to work from forty (40) hours to and including sixty (60) hours averaged over a two (2) week period as determined by the Employer.

(b) **Part-Time Employees - Category II**

Where the term “part-time employee(s) Category II” is used herein, the Article(s) shall apply only to those employees in the bargaining unit who are normally scheduled to work less than forty (40) hours averaged over a two (2) week period as determined by the Employer.

(c) **Part-Time Employees - Category III**

Where the term “part-time employee(s) Category III” is used herein, the Article(s) shall apply only to those employees in the bargaining unit who are not regularly scheduled to work but who are requested to work from time to time as required by the Employer.

3.03 **Student Employee(s)**

Where the term “student employee(s)” is used herein, the Article(s) shall apply only to those employees in attendance in an academic program and not covered under Article 2.01. Student employees shifts are subject to change or cancellation and they may be terminated at the end of their work assignments.

Student employees may be utilized for vacations, holidays, sick leave, W.S.I.B., workplace accident insurance plan, L.O.A.’s, work projects or excess work load situations. Accordingly, student employees may not be assigned hours of work or shifts that are normally regularly assigned to bargaining unit employees covered under Articles 3.01 and 3.02. Students shall not be utilized while a full-time or part-time employee is on lay-off, unless the employee on lay-off turns down the work assignment or does not respond within two (2) days of the Employer’s attempts to contact them advising of the available work.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restriction or coercion exercised or practiced by any of its representatives because of membership or non-membership in the Union and that there will be no union activity, solicitation for membership or collection of dues on the Employer’s premises, except with written permission of the Employer or as specifically provided for in this Agreement.

4.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practiced or permitted by the Employer or the Union or any of their representatives against any employee because of sex, sexual orientation, age, marital status, family status, handicap, race, colour, creed, national or ethnic origin, ancestry, citizenship or political opinion.

4.03 There shall be no harassment exercised or practiced against any employee.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Except and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. There shall be no attempt by either party or an Arbitrator or a Board of Arbitration to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include, but shall not be confined to the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make and enforce and alter from time to time rules and regulations to be observed by all employees;
 - (c) hire, assign duties, transfer, promote, demote, classify, layoff, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee, who has completed his probationary period, has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
 - (d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees;
 - (e) determine the qualifications of employees, the number of employees required by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area; generally, solely and exclusively manage the Agency and its operations without interference subject to the express terms of this Agreement.

- 5.02 Where the rights, power and authority set out above are modified or limited by the terms of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of employees during the term of this Agreement, and the Union agrees that there will be no strike, slowdown, sitdown, nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement and return to work and perform their regular duties. The words strike and lockout shall have the meaning given to them in the Labour Relations Act of Ontario, 1995 as amended from time to time.

ARTICLE 7 - UNION SECURITY

- 7.01 It is agreed that an employee may exercise or refrain from exercising his right to become a member of the Union.
- 7.02 The Employer agrees to deduct from the wages due each employee covered by this Agreement a sum equal to the regular Union dues payable by the members of the Union. The Employer shall remit the amount so deducted to the Head Office of the Union by the 15th day of the month next following the deduction accompanied by a list of the names and with the first dues deduction the Social Insurance numbers of the employees from whose pay the dues have been deducted.
- 7.03 The Employer agrees to include the annual total of the Union dues deducted on the T4 slips of each employee covered by this Article.
- 7.04 The Union shall advise the Employer in writing of the amount of the regular Union dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.
- 7.05 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

- 7.06 The Employer agrees to advise each new employee of the existence of the Union and to provide him with a copy of this Agreement.
- 7.07 The Employer agrees that the Local President or his designate shall be given the opportunity of meeting new employees once during their probation period. The duration of such meeting shall not exceed one-half (1/2) hour at a time and place designated by the Employer for the purpose of informing such employees of the existence of the Union. The time designated by the Employer shall be during the new employee's normally scheduled hours of work. The Employer shall advise the Local President of the names of newly hired bargaining unit employees on a monthly basis.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 The Employer acknowledges the right of the Union to appoint or elect from amongst employees who have completed their probationary period, up to six (6) stewards (plus the Local Union President).
- The function of these stewards shall be to assist employees in the presenting of any grievance, which may properly arise under the provisions of this Agreement.
- 8.02 The Union recognizes and agrees that the stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the stewards during working hours, in order to assist an employee in presenting his grievance. In accordance with this understanding, the Employer agrees to compensate the stewards at their regular straight time hourly rate for the time lost from their regular working hours when presenting grievances hereunder, provided that the stewards obtain permission from their immediate Supervisors, before absenting themselves from their duties. Such permission shall not be unreasonably withheld. Prior to returning to work, stewards must report to their immediate Supervisor. The Employer reserves the right to limit the time spent in presenting a grievance if it deems the time taken to be excessive.
- 8.03 The Employer agrees to recognize a Negotiating Committee consisting of up to four (4) employees who have completed their probationary period whose function shall be to negotiate renewals of this Agreement as provided for in Article 24. Two (2) employees on this Committee shall be full-time employees and two (2) employees shall be part-time employees. The Negotiating Committee may have the assistance of the Union staff representative.

The Employer agrees to compensate the Negotiating Committee at their regular straight time hourly rate for time lost from regular scheduled working hours while meeting with the Employer to negotiate renewals of this Collective Agreement, up to but not including Conciliation.

8.04 The Union must notify the Employer in writing of the names of the stewards, the names of the members of the negotiating committee, the names of members of the Employer/Employee Relations Committee, name of the President and the respective effective dates of their appointment before the Employer is obligated to recognize the same.

8.05 The Employer agrees to recognize an Employee/Employer Relations Committee consisting of one (1) full-time employee and one (1) part-time employee who have completed their respective probationary periods. Two (2) representatives of the Employer shall meet with the Committee not less than three (3) times per calendar year to discuss matters of mutual concern. An agenda must be submitted in writing to the other party not less than seven (7) calendar days prior to the scheduled meeting date. It is expressly understood that any individual matter which could be processed pursuant to the Grievance and Arbitration Procedures provided under this Agreement shall not be discussed at these meetings. By mutual agreement either party may bring in one (1) additional person to act in a resource capacity, including the Union staff representative.

The Employer agrees to compensate the members of the Employee/Employer Relations Committee at their regular straight time hourly rate for up to two (2) hours per meeting for time lost from their regularly scheduled work hours or time spent outside of their regularly scheduled work hours, while meeting directly across the table with the Employer. These hours shall not put the employee into overtime.

8.06 Notices of Union activity may be placed on a bulletin board in all locations with the exception of the residences of the people we support, where a designated binder shall be used. All such notices must be signed by the appropriate officer(s) of the Union Local and forwarded to the Director of Human Resources or designate for the Employer's information in writing before being posted/placed in the binder.

The Union agrees to remove any such material that is deemed by the Employer to be inappropriate, derogatory, or offensive either to the Agency or the people we support.

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8.07 **CA Printing**

The parties shall share equally the cost of printing sufficient copies of this Agreement to provide one (1) copy to each member of the bargaining unit.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties to this Agreement that the complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he has first discussed his complaint with his immediate Supervisor and afforded him an opportunity to endeavour to adjust his complaint.

If an employee has a complaint he shall discuss it with his immediate Supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may be taken up as a grievance within five (5) working days following advice of the immediate Supervisor's decision in the following manner and sequence:

Step No. 1

The employee shall submit a written grievance signed by him to his immediate Supervisor. The grievance shall specify the article or articles of the Collective Agreement of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought. The immediate Supervisor shall submit his answer in writing within five (5) working days following the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

Within five (5) working days following the decision under Step I, the employee shall submit the written grievance to the Director of the Programme or designate who shall review the grievance and render a decision in writing within five (5) working days from the date on which the grievance is presented to him. Failing settlement, then:

Step No. 3

Within five (5) working days following the decision under Step II, the employee shall submit the written grievance to the Executive Director or designate. The Executive Director or designate will meet with the grievor and the steward from the appropriate area to review the grievance within five (5) days of receiving the grievance at this step. The Executive Director shall have such counsel and assistance as he may desire at this meeting as may the Union request the presence of the Union staff representative. Failing settlement, the decision of the Executive Director or designate shall be delivered in writing within five (5) working days from the date on which the grievance meeting was convened.

9.02 Failing settlement, under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within five (5) days from the date of the decision under Step III above is given, the grievance shall be deemed to have been settled.

9.03 All agreements reached under the grievance and arbitration procedure between the representatives of the Employer and the representatives for the Union, shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedures and the arbitration procedure, shall be construed as mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.

9.04 For the purposes of this Agreement, the words “working days” shall not include Saturdays, Sundays or paid holidays.

9.05 Where a grievance has been filed by an employee the Employer shall not discuss the grievance with the grievor without the presence of a Union Steward unless the employee requests to speak to the Employer without representation.

At each step of the grievance procedure, the Employer will mail the grievance response to the homes of the grievor and the steward.

9.06 **Policy and/or Group Grievance**

A “group grievance” is one that affects two (2) or more employees and which arises out of a similar set of facts. Such grievance may be submitted under Step 2 above within ten (10) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply.

A “policy grievance” is defined as a difference between the Union and the Employer relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether the grievance is arbitrable. It is agreed that an Employer or a Union policy grievance arising directly between the Employer and the Union shall be originated under Step 2 above within ten (10) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee which they should have instituted themselves and that the regular grievance procedure shall not be thereby bypassed.

ARTICLE 10 - DISCHARGE

- 10.01 A claim by an employee who has completed his probationary period, that he has been unjustly discharged, shall be treated as a special grievance if a written statement of such grievance is lodged at Step III of Article 9.01 of the grievance procedure within five (5) working days after the date of such discharge, and the time limit set out with respect to that Step shall appropriately apply.
- 10.02 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and such release or discharge is at the sole discretion of the Employer.
- 10.03 Such special grievance may be settled under the grievance and arbitration procedures by:
- (a) Confirming the Employer’s action in discharging the employee;
 - (b) Reinstating the employee with compensation and seniority for the time lost; or
 - (c) By any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed.

ARTICLE 11 - ARBITRATION

- 11.01 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time, appoint its nominee to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall appoint its nominee and notify the other party. The two nominees so appointed shall confer to select a Chairman for the Board of Arbitration. If they are unable to agree upon such a Chairman within a period of ten (10) working days, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

- 11.02 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.
- 11.03 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.
- 11.04 No matter shall be dealt with at arbitration, which has not been properly carried through all the requisite steps of the Grievance Procedure.
- 11.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union, and the employees.
- 11.06 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the fees and expenses of the Chairman of the Arbitration Board.
- 11.07 **Sole Arbitrator**
- Notwithstanding the foregoing provisions of this Article, the Employer and the Union may mutually agree in writing to the appointment of a single Arbitrator satisfactory to both parties in which case, such Arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms of this Article.

ARTICLE 12 - SENIORITY

- 12.01 **Probation**
- (a) A full-time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall his name be added to the appropriate seniority list until after such time as he has completed nine hundred (900) hours worked with the Employer in the bargaining unit described in Article 2.01 since his most recent date of hiring, provided that the Employer, in its discretion, may extend the probationary period to one thousand three hundred and fifty (1350) hours worked. It is expressly understood, however, that the extension of the probationary period is not subject to the grievance and arbitration provisions of this Agreement and shall not constitute a dispute hereunder.

The Employer shall provide all probationary employees with one (1) performance review during the employee's probationary period. This performance review is not subject to the grievance and arbitration provisions of this agreement and shall not constitute a dispute hereunder.

- (b) A part-time employee, shall be considered on probation and shall not be subject to the seniority provisions of this Agreement nor shall their names be added to the appropriate seniority list until after such time as they have completed nine hundred (900) hours worked, with the Employer in the bargaining unit described in Article 2.01 since their most recent date of hiring.

The Employer shall provide all probationary employees with one (1) performance review during the employee's probationary period. This performance review is not subject to the grievance and arbitration provisions of this agreement and shall not constitute a dispute hereunder.

12.02

Trial Period

An employee who is offered and accepts a permanent full-time position or successfully bids through the job posting process on a full-time position shall be given a trial period of up to six hundred (600) hours worked. If at any time during the trial period the Employer determines that the employee does not have the skills, ability, including the ability to relate to the people we support, the employee shall be returned to his/her former position. Any other employee promoted or transferred as a result of the above shall also be returned to his/her former position.

Upon successful completion of the trial period the employee shall be credited with their part-time seniority on the basis of nineteen hundred and fifty (1950) hours worked as a part-time employee equals one (1) year's seniority. Such credit shall be applicable for the purpose of Article 14.

A full-time employee who is offered and accepts a part-time position shall be credited with their full-time seniority on the basis of nineteen hundred and fifty (1950) hours worked as a full-time employee equals one (1) year's seniority. Such credit shall be applicable for the purpose of Articles 13 & 14.

12.03

Seniority Lists

A seniority list for all employees who have completed their probationary period based on hours worked shall be established by the Employer. The list shall be updated by the last working day of January and July of each year and a copy shall be given to the Union and placed in the Union binder in each work location at the time of initial posting and any subsequent revisions. The seniority list will also

indicate the date of hire and anniversary dates of employees in the bargaining unit.

The seniority list shall be open for correction for a period of twenty-one (21) calendar days following the first working day of February and August, after which it shall be locked in until the next list is required to be posted in the next calendar year. Any such correction shall be limited to seniority within the three (3) calendar years prior to the date of the current posted seniority list. In the event of a dispute over the seniority of the employee the Employer's employment records shall be the official record.

12.04 **One (1) Year Equivalency**

For the purpose of this Agreement, one-thousand, nine hundred and fifty hours (1950) hours worked equals one (1) year's seniority.

12.05 **Loss of Seniority**

Seniority shall be lost and an employee shall be deemed to have quit his employment with the Employer if he:

- (a) resigns his employment;
- (b) is discharged and not subsequently reinstated through the grievance process;
- (c) fails to report to work within seven (7) calendar days after issuance of notice of recall by registered mail to his last address on record with the Employer;
- (d) is laid off for a period in excess of twelve (12) months or the length of his seniority whichever is less;
- (e) fails to report for work upon the expiration of any leave of absence granted to him unless a reason satisfactory to the Employer is given;
- (f) utilizes a leave of absence for a purpose other than that for which it was granted;
- (g) retires;
- (h) off work and in receipt of W.S.I.B., workplace accident insurance plan benefits, Weekly Indemnity or L.T.D. benefits where such employee engages in any gainful employment during the time he is off work, unless the work he is doing is approved by W.S.I.B., workplace accident insurance plan or by the insurance carrier and the work is light duty, modified, rehab or is required on the basis of reasonable accommodation.

- (i) is a part-time category III employee and has not worked for the Employer for a period of ninety (90) calendar days as computed from her last shift of work. Such an employee shall be considered terminated.

12.06 **Address Update**

It shall be the responsibility of the employee to keep the Employer informed of his current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

12.07 **Absences from Work - Employee Benefits**

Except as provided in this Agreement employees absent from work for any continuous period of thirty (30) calendar days or more, where there are no earnings from Community Living Huronia, shall not earn vacation and sick leave credits and anniversary dates shall be adjusted as of that date.

In addition, the Employer shall not be required to contribute to the payment of the applicable Employee Benefits during any such absence that exceeds ninety (90) calendar days. Employees who desire to maintain applicable Employee Benefits provided herein up to a maximum of twelve (12) calendar months, must arrange payment of premiums for all such benefits and pay all such premiums through the Employer before commencing any absence.

ARTICLE 13 - JOB POSTING

13.01 The Employer agrees to post notices of permanent full-time vacancies within the bargaining unit and notices of new permanent full-time positions within the bargaining unit for a period of ten (10) working days. Notice of the first permanent full-time vacancy created by an employee who successfully bids for a permanent full-time vacancy or new permanent full-time position herein shall be posted for a period of seven (7) working days. This posting provision does not apply to any subsequent vacancies created.

13.02 Such postings shall include the job title and wage or salary range of the position concerned. Any employee wishing to apply for this posted position shall do so in writing to the Director of Human Resources or designate by the date specified in the posting.

13.03 Until the above-noted permanent full-time vacancy or new permanent full-time position is filled from the job posting provisions, the Employer is free to fill the same on a temporary basis of up to six (6) months.

13.04 If in the opinion of management, the skills, ability, qualifications, experience, knowledge, training and ability to relate to the people we support are equal

between two (2) or more employees, seniority applied on a seniority list basis shall be the directing factor when decisions are made with regard to promotions within the bargaining unit.

13.05 Notwithstanding Article 13.04, if no written applications are received by 5:00 p.m. on the tenth (10th) day of posting, or if none of the applicants have the required skills, ability, qualifications, experience, knowledge, training and ability to relate to the people we support, the Employer may fill the new job or vacancy from either within or outside the bargaining unit. If the Employer fills the job from within the bargaining unit, such appointment shall be on a without prejudice basis to future job postings and the requirements of those jobs.

13.06 It is understood that only employees who have completed their probationary period may bid for the job postings hereunder. If an employee successfully bids for a job hereunder, he will not be eligible for any posted job for a period of nine (9) consecutive calendar months from the date of his selection for a job under this Article.

13.07 An employee selected to fill a vacant position, must within five (5) calendar days of notification, indicate in writing his acceptance of the offer. In addition, the successful applicant must be able to commence work on the start date indicated by the Employer, unless another mutually acceptable arrangement is made.

13.08 Should an employee return to his former position during the trial period outlined in Article 12.02, the Employer may select the next available ranked qualified applicant in the competition, as per Article 13.04. If this applicant rejects the offer or is also unsuccessful in his trial period, the Employer may move to the next ranked available qualified candidate until a qualified successful applicant from the competition is found to fill the position. If no qualified successful applicant is found, the position shall be filled as described in Article 13.05.

The Union shall be notified to the ranking of any remaining qualified candidates prior to the Employer applying this Article.

13.09 **Temporary Full-Time Vacancies**
Temporary full-time vacancies within the bargaining unit as a result of absences due to illness, accident and approved leaves of absence (including pregnancy and parental leave) and are known to last up to twelve (12) months shall be posted. The posting procedures for full-time, temporary vacancies shall apply to the first vacancy. Subsequent full-time, temporary vacancies shall be filled at the Employer's discretion.

ARTICLE 14 - LAYOFF & RECALL

- 14.01 (a) In the event a staff reduction becomes necessary, any resultant full-time employee who is laid off by the Employer or bumped may bump another full-time or part-time employee in their job grade or a lower job grade who has less seniority and is the least senior employee in the classification, provided that, in the opinion of management, he has the skills, ability, qualifications, experience, knowledge, training and ability to relate to the people we support required to perform the duties of the available position.
- (b) In the event a staff reduction becomes necessary, any resultant part-time Category I or II employee who is laid off by the Employer or bumped may bump another part-time employee in their job grade or a lower job grade who has less seniority and is the least senior employee in the classification, provided that, in the opinion of management, he has the skills, ability, qualifications, experience, knowledge, training and ability to relate to the people we support required to perform the duties of the available position.
- (c) The Employer shall endeavour to give the Union Thirty (30) calendar days notice as to the number of Employees to be laid off and the programs affected by the lay-offs.

Union and Management shall meet prior to the commencement of any lay-offs to discuss any implementation issues associated with the lay-offs.

14.02 **Seniority Pool**

Employees who have received notice of lay off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their preference for bumping, lay-off or placement; as more junior employees are bumped, they are added to the pool and ranked in order of seniority to identify the order for indicating their preference.

- 14.03 (i) A full-time employee who is subject to lay-off or bumped by another employee who has been laid off shall have the right to elect one of the following:
- (a) accept the lay-off; or
- (b) bump a full-time employee, subject to and in accordance with the criteria of Article 14.01, who has lesser bargaining unit seniority and who is the least senior employee in the same or lower job grade in the bargaining unit; or
- (c) to accept placement into a vacancy in accordance with Article 14.04; or
- (d) bump a part-time employee in Category I or II, subject to and in accordance with the criteria of Article 14.01, who has lesser bargaining

unit hourly seniority and who is the least senior employee in Category I or II who is in the same or lower job grade in the bargaining unit; or

- (e) accept an Employer initiated reduction of hours in their current position.
- (ii) A part-time Category I employee who is subject to lay-off or bumped by another employee who has been laid off shall have the right to:
 - (a) bump a part-time employee in Category I or II, subject to and in accordance with the criteria of Article 14.01, who has lesser bargaining unit hourly seniority and who is the least senior employee in Category I or II who is in the same or lower job grade in the bargaining unit.
- (iii) A part-time Category I or II employee who is subject to lay-off or bumped by another employee who has been laid off shall have the right to elect one of the following:
 - (a) accept placement in part-time Category III; or
 - (b) be placed on the recall list for part-time recall in their same or lower category of part-time.
- (iv) Part-time employees classified by the Employer as qualified may bump qualified or unqualified employees while unqualified employees shall only bump unqualified employees.

Employees shall have forty-eight (48) hours to elect one of the above options otherwise they will be automatically laid off and placed on recall.

14.04 **Vacant Placement**

Prior to bumping which would result in the displacement of a junior employee, a full-time employee may be placed by mutual agreement between Union and Management, into a vacant position for which they are qualified and presently able to perform the duties required of the position as per the criteria of Article 13.04.

14.05 There shall be no bumping up. Furthermore, no employee shall gain or benefit through the lay-off/bumping recall process.

14.06 When the Agency is affecting a lay-off of an employee(s), the seniority list posted in accordance with Article 12.03, and locked in fourteen (14) days following the posting, shall be the seniority list applied to employee(s) in the administration of this lay-off article, subject to the following:

- (a) the seniority date applied to employees in the lay-off(s), bumping and placement(s) of employee(s) shall be the seniority date of the affected employee(s) as at the date the Employer issues the first letter of lay off. The seniority cut-off date shall apply to each employee affected by lay-off(s), bumping, and placement(s);
- (b) for the purpose of calculating employees' seniority for use in lay-off(s), bumping and placement(s), the seniority list posted in accordance with Article 12.03 shall have added to it the employee(s) subsequent accumulated seniority up to and including the seniority cut-off date determined in (a) above. The Union shall be given a copy of the updated seniority list.

14.07

Trial Period

Employees who accept a vacant position or who bump or are recalled into a new position shall be considered on trial for the first four hundred and fifty (450) hours worked, other than the original position from which they were laid-off.

For the purposes of this Article, Program Aide will be deemed to be a single classification.

If at any time during the trial period the Employer determines that the employee does not have the skills, ability, including the ability to relate to the people we support, the employee shall be returned to recall.

14.08

Recall

- (a) For the purpose of recall, the full-time and part-time seniority lists shall be amalgamated, on the basis of hours, to form one master seniority list. Employee recalls shall accordingly be from this master seniority list.
- (b)
 - (i) A full-time non-probationary employee on lay-off shall have the opportunity of recall from lay-off to an available full-time permanent or part-time Category I or II position in the employee's job grade or lower job grade in order of seniority provided they have the skills, ability, qualifications, experience, knowledge, training and ability to relate to the people we support required to perform the work in the available position before such position is filled on a regular basis under Article 13, Job Posting.
 - (ii) A part-time non-probationary employee on lay-off shall have the opportunity of recall from lay-off to an available Category I or II part-time position in the employee's job grade or lower job grade in order of seniority provided they have the skills, ability, qualifications, experience, knowledge, training, and ability to

relate to the people we support required to perform the work in the available position and provided the recall is to the employee's former same or lower category of part-time employment.

- (c) When full-time permanent position(s) are not able to be filled from employees on recall because no employee meets the requirements of the position(s), as per Article 13.04, the job posting procedures of Article 13 shall then apply. This does not preclude someone on lay-off from applying for the position.
- (d) When an employee is placed on recall he shall specify in writing the temporary positions he is able and willing to perform. Accordingly, employees on lay-off shall be recalled for temporary positions in excess of six (6) calendar month's duration in the employee's job grade or lower job grade, provided they have the required skills, ability, qualifications, experience, knowledge, training and ability to relate to the people we support required to perform the work of the available position. No person shall be hired from outside the bargaining unit while employees are on recall, to fill a temporary position of less than six (6) months duration, unless none of the bargaining unit employees on recall have the required skills, ability, qualifications, experience, knowledge, training and ability to relate to the people we support required to perform the work of the available position, or no bargaining unit employee on recall is willing to perform the temporary work.
- (e) An employee who has been recalled to such temporary positions shall not be required to accept such recall and may instead remain on lay-off. However, should an employee accept such temporary work assignment they shall not prejudice their right to be recalled to a position while working the temporary assignment.

14.09 Notwithstanding the above displacement procedures, the Employer and the Union may at any time, mutually agree to formulate special measures to modify the above displacement procedures to take in account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations.

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ARTICLE 15 - GENERAL

15.01 **Personnel File**

An employee may request the examination of his/her personnel file twice per year and the same shall be shown to him/her at a time designated by the Employer and in the presence of a person designated by the Employer. Employees shall receive copies of their employment agreement, performance appraisals and disciplinary notices. Any such disciplinary notices shall be removed from the employee's file after two (2) years providing that there has been no repeat of a similar incident upon which the original disciplinary notice was based; or unless agreed otherwise as a result of a grievance settlement.

15.02 **Amalgamation or Merger**

The Employer will endeavour to notify the Union four (4) months in advance of any proposed amalgamation or merger with other agencies.

15.03 **New Classification**

Where a new Union classification, which is not covered in this Agreement, is established by the Employer and no rate for such classification is provided in the Agreement, or where there is major, substantial change to an existing job, the Employer will determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer.

15.04 **Education/Training**

The parties recognize the importance of continuing employee educational development opportunities and the requirement for employees to obtain and maintain certification for C.P.R., N.C.I., and First Aid. The Employer agrees to pay the cost of tuition for courses and seminars or provide all necessary training materials and pay the cost of the trainer, which the Employer requires the employee to attend. Should the employee not successfully complete the required course or seminar the employee shall reimburse the employer the cost of the tuition fee. In addition, an employee attending the course or seminar during his normal scheduled hours of work shall be compensated at his regular straight time hourly rate for the time lost from work while in attendance at the scheduled hours of the course or seminar.

An employee attending the course or seminar outside his normal scheduled hours of work shall be granted compensating time off equal to the scheduled hours of the course or seminar.

ARTICLE 16 - HOURS OF WORK

- 16.01 It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 16.02 The normal scheduled hours for full-time employees shall be seventy-five (75) hours averaged over a two (2) week period as determined by the Employer.
- 16.03 The normal scheduled hours for part-time employees shall be up to and including sixty (60) hours averaged over a two (2) week period as determined by the Employer, except for part-time employees Category III who shall not be regularly scheduled to work but who are requested to work from time to time as required by the Employer.
- 16.04 The days of work for an employee, the starting and quitting times, lunch periods and rest periods shall be determined by the Employer in accordance with the requirements of the Employer.
- 16.05 (a) If an employee is authorized to work and does work in excess of seventy-five (75) hours in a two (2) week period up to and including eighty-eight (88) in a two (2) week period, he will be entitled to receive compensating time off equal to the time so worked overtime.
- (b) If an employee is authorized to work and does work in excess of eighty-eight (88) hours averaged over a two (2) week period, he will be entitled to receive compensating time off equal to time and one-half (1 1/2) the time so worked overtime or at the option of the Employee payment of an overtime premium at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay for time so worked.
- (c) An Employee who requests compensating time off shall submit a written request to her supervisor not less than two (2) weeks prior to the requested time off work. Compensating time off shall be scheduled off by mutual agreement between the Employee and her supervisor within the calendar year in which it was earned. Not more than thirty-seven and one-half (37 1/2) compensating hours shall be accumulated at any one time. If such time cannot be mutually agreed upon the supervisor shall designate the time to be scheduled off. The above time limits may be waived at the discretion of the supervisor.

- 16.06 Overtime beyond eighty-eight (88) hours in a two (2) week period will not be compulsory except in an emergency situation.
- 16.07 It is agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 16.08 On call not to be assigned to employees in the bargaining unit.
- 16.09 During the change-over from Daylight Savings Time to Eastern Standard Time or vice-versa, an employee shall be paid for their scheduled shift, notwithstanding the fact that they have worked either one hour more or one hour less.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 **Personal Leave**

The Employer, may, in its discretion, grant a leave of absence to an employee for legitimate personal reasons without pay and without Employee Benefits. Requests for leave of absence shall be in writing and submitted to the Executive Director or designate at least thirty (30) calendar days in advance of the leave except as otherwise authorized in writing by the Executive Director or designate. Request for such leave shall not be unreasonably withheld. The above time limit may be waived on a without prejudice basis, at the discretion of the Executive Director or designate.

17.02 **Pregnancy and Parental Leave**

Pregnancy and Parental Leave shall be granted in accordance with the requirements relating thereto and as defined in the Employment Standards Act of Ontario, 2000.

An employee, during the term of such leave, may at his option, be paid from his vacation pay earned prior to the commencement of the leave or from his compensating time earned prior to the commencement of the leave, an amount, for each day of absence, not to exceed the difference between the Employment Insurance paid to the employee and his regular straight time hourly rate of pay for the day.

The employee must submit his request in writing to Human Resources and provide documentation acceptable to the Employer of the Employment Insurance being paid to him. The employee agrees to indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability initiated by any governmental authority arising from such payment by the

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Employer or the failure of the employee to properly report the payments made to the employee by the Employer

The Employer agrees to give first consideration to employees or employees who are on lay-off, before hiring from outside the bargaining unit, for any full-time vacancy created by an employee on leave under this Article provided:

- (i) the Employer decides to create a temporary assignment.
- (ii) the employee has informed his/her Supervisor in writing of a desire to be considered, and
- (iii) the employee qualifies in accordance with Article 13.

Persons hired from outside the bargaining unit to fill temporary vacancies created by an employee on leave under this Article shall not be covered by the terms of this Agreement and shall be considered probationary employees for the duration of the Pregnancy and Parental Leave granted under this Article.

17.03

Jury Duty

A full-time employee or a part-time employee Category I and II who has completed his probationary period who is required to serve as a juror, shall be paid his regular straight time hourly rate for lost wages for scheduled hours of work provided he:

- (i) notifies the Executive Director or designate immediately upon notification that he will be required to serve as a juror;
- (ii) presents proof of service; and
- (iii) promptly pays to the Employer any amounts paid to him for such service exclusive of such amounts paid for travel and meal allowance.

Such employees must report for work for their regularly scheduled hours when he is excused as a juror.

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17.04 **Bereavement Leave**

- (a) A full-time employee or part-time employee Category I and II who has completed his probationary period will be granted, after notifying his Supervisor,
- Four (4) consecutive working days leave of absence at his regular straight time hourly rate in the event of the death of such employee's mother, father, husband, wife, child, brother, sister, grandparents, current mother-in-law, current father-in-law, current brother-in-law and current sister-in-law. This leave shall be taken within seven (7) calendar days of the death.
- (b) It is agreed that this leave for full-time employees or part-time Category I and II employees is to apply to the days actually missed from work as per such employee's scheduled working days. Notwithstanding the foregoing, the Employer, in its discretion may grant additional time off work. Such eligible employee shall notify his Supervisor for this additional time off work prior to commencing the leave. Such time off shall be without pay or shall be deducted from his vacation days, or compensating time as mutually agreed upon in writing by the Employer and the employee concerned.
- (c) A full-time employee or part-time employee Category I and II will not be eligible to receive payment under the terms of this Article for any period in which he is receiving payments in the form of disability or sick leave benefits or Workplace Safety and Insurance Board benefits or workplace accident insurance plan benefits.

If an employee is receiving payment in the form of paid vacation as in Article 18, such time may be changed to bereavement leave under (a) if a death of named family member occurs during the vacation period.

17.05 **Union Related Leave**

The Employer may in its discretion grant a leave of absence without pay and without employee benefits to three (3) employees who have completed their probationary period to attend Union conventions and meetings provided that:

- (i) Such leave does not unduly interfere with the operational requirements of the Employer; and
- (ii) The total combined leave granted hereunder shall not exceed thirty (30) working days per year of the Agreement.
- (iii) The Union shall give a minimum of fourteen (14) working days written notice of such leave to the Employer. Notwithstanding, should the

Employer deem they can accommodate a shorter notice period, it may, in its discretion, waive the above time limit to not less than one (1) week written notice.

- (iv) Employees granted leave of absence under this Article shall be deemed not to be at work, unless called in by the Employer, for the duration of the absence and Workplace Safety and Insurance Act, 1997 purposes.

17.06 **Leave for Executive Board Members: Full Time Position**

When an employee is elected or appointed to a full-time position with OPSEU, the Employer shall grant a leave of absence without pay and continuation of benefit coverage paid by OPSEU and without loss of seniority for the duration of the leave. At the end of the assignment, the employee shall, upon four (4) weeks notice be returned to the position held immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated.

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 of the Union. The Union will reimburse the Employer for the salary and benefits paid to the employee.

ARTICLE 18 - VACATION

18.01 Employees shall provide the Employer with not less than one (1) week written notice for vacation requests of five (5) days or less and not less than two (2) weeks written notice of their preferred vacation period greater than five (5) days. The Employer shall endeavour to grant the chosen vacation. It is recognized that the first decision concerning the scheduling of vacation resides with the Employer.

18.02 Notwithstanding Article 18.01, employees shall be required to take their vacation during periods of program closure.

18.03 Vacation credits must be used by the end of the calendar year in which they are advanced. Should the Employer have to cancel an employee's approved vacation period and such vacation cannot be rescheduled by the Employer during the calendar year, such employee shall be paid those accrued vacation credits, which were cancelled in such calendar year.

Notwithstanding, the Employer may, in its discretion, approve an advancement or carry over of vacation. All such requests shall be submitted in writing to the Executive Director or designate by at least October 1 of the calendar year prior to the year of the request. Such approval shall not be unreasonably denied.

Any unearned advanced vacation pay will be deducted from an employees' last pay in the event they terminate.

Full-Time Employees

On January 1st of each new year, full time employees who have completed their probation period will be advanced their vacation credits for that year. The advance, however, is subject to the following: It is understood that any advanced, unearned vacation credits will be reimbursed to the Employer when an employee leaves the Association.

- 18.04 (a) Each full-time employee upon the completion of one (1) year's continuous active employment with the Employer since his last date of hiring by the Employer in the bargaining unit described in Article 2.01 shall have earned fifteen (15) days vacation with pay at his regular straight time hourly rate accrued at the rate of 1.25 days per completed month of active continuous employment. No such employee shall be eligible to receive any vacation until he has completed six (6) months of active continuous employment, at which time the employee shall be eligible to apply for one (1) week vacation.
- (b) Each full-time employee upon the completion of five (5) years' continuous active service with the Employer since his last date of hiring by the Employer in the bargaining unit described in Article 2.01 shall commence to accrue vacation with pay at his regular straight-time hourly rate accrued at the rate of 1.666 days per completed month of active continuous service to a maximum annual vacation of twenty (20) days.
- (c) Each full time employee upon the completion of fifteen (15) years' continuous active service with the Employer since his last date of hiring by the Employer in the bargaining unit described in Article 2.01 shall commence to accrue vacation with pay at his regular straight time hourly rate accrued at the rate of 1.833 days per completed month of active continuous service to a maximum annual vacation of twenty-two (22) days.

Effective January 1, 2009, amend 22 days (1.833 days per completed month) to 24 days (2.0 days per completed month).

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- (d) Each full time employee upon the completion of twenty (20) years' continuous active service with the Employer since his last date of hiring by the Employer in the bargaining unit described in Article 2.01 shall commence to accrue vacation with pay at his regular straight time hourly rate accrued at the rate of 2.083 days per completed month of active continuous service to a maximum annual vacation of twenty-five (25) days.

Effective January 1, 2009, amend 25 days (2.083 days per completed month) to 26 days (2.166 days per completed month).

- 18.05 A full-time employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he leaves without giving two weeks' notice of termination, in which case he shall only be entitled to vacation pay in accordance with the provisions of the Employment Standards Act of Ontario, 2000 unless the circumstances of notice are beyond the employee's control. For the purposes of this Article, a change of immediate employment shall not be considered beyond the employee's control.

Part-Time Employees

- 18.06 (a) Vacation entitlement for part time employees for the first five (5) years of continuous service as defined by Article 12.04 of the Collective Agreement, shall be accordance with the requirement relating thereto and as defined in the Employment Standards Act of Ontario, 2000.
- (b) Vacation entitlement for part-time employees upon completion of five (5) years of continuous service up to ten (10) years of continuous service as defined by Article 12.04 of the Collective Agreement shall be five (5) percent of gross wages.
- (c) Vacation entitlement for part-time employees after the completion of ten (10) years of continuous service as defined by Article 12.04 of the Collective Agreement shall be six (6) percent of gross wages.
- (d) Vacation entitlement as described above shall be earned in each pay period and will be included in the employee's earnings in each pay period.

ARTICLE 19 - HOLIDAYS

- 19.01 For the purpose of the application of this Article only scheduled hours worked between 12:01 a.m. and 11:59 p.m. on the holiday shall be deemed to be worked on the holiday.

Full-Time Employees

19.02 (a) For the purposes of this Agreement, the following days will be recognized as holidays for full-time employees:

New Year's Day	Simcoe Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

(b) In addition to the holidays specified above, each full-time employee shall be entitled to one (1) floating holiday each calendar year to be taken at a time mutually agreed upon in writing by the full-time employee concerned and his immediate Supervisor. This additional day shall not be a premium day.

19.03 A full-time employee who is required to work on a holiday set out in 19.02 (a) shall be paid for authorized work performed on such day at his regular straight time hourly rate for all hours worked and in addition, provided he works his scheduled day of work immediately preceding and following the holiday, or provides reasonable cause for not working either of those days, the Employer shall grant another working day for the holiday which shall be mutually agreed upon in writing by the Employer and the full-time employee concerned and the day so substituted shall be deemed to be the holiday, and for which he shall receive public holiday pay.

19.04 Where a holiday falls on a full-time employee's day off or during such full-time employee's vacation period, the Employer shall pay such full-time employee his regular straight time hourly rate for all hours he would otherwise have worked on the holiday or shall designate a working day which shall be mutually agreed upon in writing by the Employer and full-time employee concerned and the day so designated shall be deemed to be the holiday.

19.05 When a full-time employee is required to work on a holiday and does not work, the entitlements set out in Section 19.03 above shall not apply.

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Part-Time Employees

19.06 (a) Part-time employees shall be granted holidays in accordance with the requirements relating thereto and as defined in the Employment Standards Act of Ontario, 2000.

New Year's Day	Simcoe Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

(b) In addition to the holidays specified above, each part-time employee shall be entitled to one (1) floating holiday each calendar year to be taken at a time mutually agreed upon in writing by the part-time employee concerned and his immediate supervisor. This floater shall not be at premium pay.

ARTICLE 20 - SICK LEAVE

20.01 Medical Documentation

Employees may be required to produce proof of illness and proof of fitness to return to work in the form of medical documentation from a duly qualified medical doctor for illness of three (3) days or more. The Employer may require medical documentation for illness which is shorter than three (3) days if:

- (i) The Employer has cause to believe that such leave is being abused;
- (ii) The Employer has cause to believe that the nature of the illness or condition poses a health and/or safety risk for the people we support and/or the employee.

20.02 Notification of Absence

Employees in the Day Programs must notify their immediate Supervisor on the first day of absence due to illness one (1) hour prior to the commencement of their shift. Employees in the Residential Program must notify their immediate Supervisor on the first day of absence due to illness three (3) hours prior to the commencement of their shift. If an employee is absent for more than one (1) day such employee shall notify the Employer as to the expected duration of his absence with sufficient time to permit adequate shift coverage to be arranged by the Employer.

Full-Time Employees

- 20.03 Pay for sick leave is for the sole and only purpose of protecting the full-time employee when he is legitimately ill and unable to work and will be granted to such full-time employees on the following basis:
- (a) Sick leave will be allowed for illness for full-time employees after the completion of their probationary period on the basis of one (1) day per completed month of active continuous employment;
 - (b) All unused sick leave may be accumulated to the credit of the full-time employee up to a maximum of fifty (50) days in total at any one time;
 - (c) Once these credits are earned they may be used when illness renders the full-time employee unable to perform assigned duties. Sick leave credits used will be deducted from the total credits accumulated. It is understood and agreed that only a maximum of seven (7) sick leave credits may be used for any one (1) period of continuous illness or injury;
 - (d) A full-time employee shall not be entitled to sick leave for illness or accident compensable by the Workplace Safety and Insurance Board, workplace accident insurance plan;
 - (e) Sick leave credits will expire on termination of employment or retirement or on death;
 - (f) Any full-time employee absenting himself on account of illness must notify his immediate Supervisor in accordance with Article 20.02. Failure to give the required notice may result in loss of sick leave benefits for that day of absence.
 - (g) An employee on a leave of absence under the Extended Health Care Benefits Plan may, at his/her option, have time deducted from his/her vacation or compensating time for each day absent, an amount not to exceed the difference between the insured amount and his/her regular days pay.

20.04 **Medical Care Leave**

An Employee who is able to substantiate that they are unable to make the necessary arrangements to attend Medical Doctor (M.D.) appointments and medical tests ordered by a licensed Medical Doctor (M.D.) for their own personal medical care, outside of their scheduled work time shall be allowed to use their accumulated sick leave credits up to a maximum of ten (10) hours per calendar year, for the time necessary to attend the doctor's office.

On request, Employees shall be required to show proof of such attendance.

ARTICLE 21 - EMPLOYEE BENEFITS

- 21.01 The terms and conditions of the Master Plans and Policies with respect to the Benefit Plans referred to in Article 21.04 and 21.05, shall govern as to the administration and application of such Plans and Policies.
- 21.01 (a) The current Benefits Plan will be altered to reflect a six dollar ((\$6.00) dispensing fee cap.
- 21.02 The Employer shall have the right to change the carrier of the Health and Benefit Plans noted below. The Union shall be notified of any such change in carrier.
- 21.03 There is an Employee Assistance Program (EAP) available to all employees. Program costs are shared by the parties.

Full-Time Employees

- 21.04 The Employer undertakes to continue its contributions to the Extended Health Care Benefit Plan, Life Insurance, Weekly Indemnity, Long Term Disability, the Registered Retirement Savings Plan and Basic Vision Care Insurance in effect immediately prior to the effective date of this Agreement for full-time employees who have successfully completed their probationary period.

Part-Time Employees - Category I

- 21.05 The Employer undertakes to continue its contributions to the Life Insurance, Accidental Death, Extended Health Care Benefit Plan and Basic Vision Care Insurance in effect immediately prior to the effective date of this Agreement for part-time employees Category I who have completed nine hundred (900) hours of continuous active employment with the Employer since his last date of hiring by the Employer in the bargaining unit described in Article 2.01.

ARTICLE 22 - WAGES

- 22.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages set forth in Schedules "A1" and "A2" attached hereto and forming part of this Agreement, for all employees who have passed their probationary period on the date of ratification of this Agreement.
- 22.02 The Employer agrees to pay the wages set forth in Schedules "A1" and "A2" bi-weekly every other Friday by cheque or direct deposit.

ARTICLE 23 - HEALTH AND SAFETY

- 23.01 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn or used by its employees.
- 23.02 The Employer agrees that it will continue its efforts to provide a safe and healthy working environment for its employees and the parties agree that they will endeavor to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness.
- 23.03 There will be at least three (3) representatives, selected or appointed by the Union from amongst bargaining unit employees, on the Joint Occupational Health and Safety Committee.
- 23.04 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- 23.05 The Parties agree to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 23.06 Meetings shall be held every quarter or as otherwise scheduled by the Committee. The Committee shall maintain minutes of all meetings and make the same available for review.
- 23.07 All time spent by a member of the Joint Occupational Health and Safety Committee attending meetings of the Committee shall be deemed to be work time for which she shall be paid by the Employer at her regular or premium rate, and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- 23.08 The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 23.09 The parties agree that they will operate in accordance with the provisions of the Occupational Health and Safety Act, and will work cooperatively in the prevention of accidents and in the promotion of health and safety for all employees.

ARTICLE 24 - DURATION

- 24.01 This Agreement shall continue in effect from January 1, 2008 to March 31, 2010.
- 24.02 If pursuant to such negotiations an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

To Index

24.03 **Retroactivity**

The Employer and the Union agree that unless otherwise specified elsewhere in this Collective Agreement any amendments or new additions shall become effective on the Date of Ratification of this Collective Agreement.

ARTICLE 25 - ALLOWANCES

25.01 If an employee is authorized and then required to drive his own automobile for the Employer's business, the Employer shall pay an allowance of:

Effective on Date of Ratification - \$0.40 per kilometer

Effective January 1, 2009 - \$0.41 per kilometer

Effective January 1, 2010 - \$0.42 per kilometer

Such allowance shall be paid upon receipt of a travel expense approved by the Employer. An employee shall not be authorized to drive his vehicle for the Employer's business unless he possesses and maintains a current valid driver's license and submits to the Employer a confirmation of a valid 'G' driver's license and satisfactory proof he has auto insurance coverage indicating that he has at least \$1,000,000.00 public liability insurance. The cost of such insurance is to be borne by the employee.

25.02 The Employer agrees to pay an employee the cost of his/her meals to a maximum of ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch, and twenty dollars (\$20.00) for evening dinner for approved activities provided:

- (a) the employee is on official Association's business at a site other than the Association's premises during the normally accepted meal periods;
- (b) the employee submits satisfactory proof of the cost of such meals.

25.03 The Employer shall pay for "F" license costs for those employees it requires to have the "F" license. Notwithstanding, the Employer requires that medicals for the "F" license be obtained through a physician selected by the Employer, otherwise employees, upon submission of an acceptable receipt for a current "F" license medical shall only be reimbursed up to a maximum of one hundred (\$100) dollars.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of this ____ day of _____, _____.

FOR THE UNION

FOR THE EMPLOYER

SCHEDULE "A1" - FULL-TIME EMPLOYEES
(Based on 1,950 Hours Annually)

EFFECTIVE DATE OF RATIFICATION

	Probatio n	Step I	Step II	Step III	Step IV
JOB GRADE 10	33,606	34,434	35,260	36,086	36,912
JOB GRADE 11	36,097	36,922	37,750	38,576	39,402
Van Driver Vocational Lead Hand Maintenance Lead Hand Maintenance/Janitorial Program Aide - Day Supports Program Aide - Resource Teacher Program Aide - Residential Night Staff - Awake					
JOB GRADE 12	38,841	39,667	40,493	41,319	42,145
JOB GRADE 13	41,860	42,685	43,512	44,338	45,164
Life Skills Instructor Vocational Instructor Residential Counsellor Resource Teacher SEP Counsellor					

SCHEDULE "A1" - FULL-TIME EMPLOYEES
(Based on 1,950 Hours Annually)

EFFECTIVE April 1, 2009

	Probation	Step I	Step II	Step III	Step IV
JOB GRADE 10	34,581	35,409	36,235	37,061	37,887
JOB GRADE 11	37,072	37,897	38,725	39,551	40,377
Van Driver Vocational Lead Hand Maintenance Lead Hand Maintenance/Janitorial Program Aide - Day Supports Program Aide - Resource Teacher Program Aide - Residential Night Staff - Awake					
JOB GRADE 12	39,816	40,642	41,468	42,294	43,120
JOB GRADE 13	42,835	43,660	44,487	45,313	46,139
Life Skills Instructor Vocational Instructor Residential Counsellor Resource Teacher SEP Counsellor					

Notes to Schedule "A1"

1. Full-time employees in the employ of the Employer on the Date of Ratification shall be placed in the Job Grade on the above salary grid on the basis of their "Anniversary Date".

Such employees shall advance to the next Step in the Job Grade, based upon attainment of their next "Anniversary Date" adjusted as provided for in the Collective Agreement, if necessary.

2. Full-time employees hired after the Date of Ratification of the Collective Agreement shall be placed in the appropriate Job Grade on the above salary grid at the Probation Rate.

Such employees shall advance to Step I in their Job Grade upon successful completion of their probationary period.

The date that such employee is placed at Step I of the Job Grade shall be considered to be the employee's "Anniversary Date". Advancement to the next Step in the Job Grade shall be based upon attainment of his next "Anniversary Date" adjusted as provided for in the Collective Agreement, if necessary.

3. A full-time employee who is promoted to a higher Job Grade shall be paid no less than the salary paid to him immediately prior to the promotion.
4. Where an employee is promoted or transferred to a different Job Grade, such employee's "Anniversary Date" for advancement to the next Step in the Job Grade shall be the date of such transfer or promotion. Advancement to the next Step in the Job Grade shall be based upon attainment of his next "Anniversary Date" adjusted as provided for in the Collective Agreement, if necessary.
5. An employee covered under this Schedule who is temporarily assigned to perform all the responsibilities and duties of a higher paid Job Grade under this Schedule for a period of six (6) months or more shall be compensated at the probation rate of the applicable Job Grade provided such employee has a DSW or equivalent, as determined by the Employer.

Should the temporarily assigned employee not have the qualifications as set out above, he will be compensated at the probationary rate of the Job Grade which is one Grade lower than the Job Grade of the temporary assignment.

To Index**SCHEDULE "A2" - PART-TIME EMPLOYEES****EFFECTIVE DATE OF RATIFICATION**

	Probation	Job Rate	3900 Hours Worked
Part-Time	\$ 16.81	\$ 17.39	\$ 17.94
<hr/>			
	Probation	Job Rate	
Qualified Part-Time	\$ 19.53	\$ 20.08	
<hr/>			
	Shift		
Night Shift Sleep Over	\$ 114.88		

Student employees shall be paid the prevailing minimum wage, as per the Employment Standards Act, 2000.

SEE NOTES TO SCHEDULE "A2" – Page 44

SCHEDULE "A2" - PART-TIME EMPLOYEES**EFFECTIVE April 1, 2009**

	Probation	Job Rate	3900 Hours Worked
Part-Time	\$ 17.31	\$ 17.89	\$ 18.44

	Probation	Job Rate
Qualified Part-Time	\$ 20.03	\$ 20.58

	Shift
Night Shift Sleep Over	\$ 118.63

Student employees shall be paid the prevailing minimum wage, as per the Employment Standards Act, 2000.

SEE NOTES TO SCHEDULE "A2" – Page 44

Notes to Schedule "A2"

1. Part-time employees in the employ of the Employer on the Date of Ratification shall be placed in the classification on the above Schedule.
2. "Qualified" for the purposes of this Schedule means an employee who has a DSW or equivalent, as determined by the Employer.

Night Shift Sleep Over

3. (a) The night shift sleep over rate shall apply to employees who are regularly scheduled to work from 10:00 p.m. to 8:00 a.m. inclusive. It is expressly understood however that the hours set out above shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- (b) Such employees shall be considered part-time employees for all purposes of the Collective Agreement.
- (c) Effective on the Date of Ratification, for all purposes of the Collective Agreement, including but not limited to Articles 12.01 (b), 12.04 and 21.05, such employees shall be considered to work ten (10) hours per shift.

Weekend Shift

4. (a) The weekend shift shall be from 10:00 p.m. Friday to 10:00 p.m. Sunday inclusive. It is understood however that the hours set out above shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- (b) Paragraph 3(a), (b), and (c) above apply to hours worked on the weekend between 10:00 p.m. and 8:00 a.m.
- (c) The Part-Time or Qualified Part-Time rates shall apply to all other hours worked during the weekend shift.

To Index

General

5.
 - (a) An employee covered under this Schedule who is promoted or permanently transferred to a full-time job under Schedule "A1" shall be placed on the Salary Grid at the probationary rate for the applicable Job Grade.
 - (b) Upon successful completion of nine hundred (900) hours worked in the Job Grade under Schedule "A1" such employee shall advance to Step I in the Job Grade under Schedule "A1" and shall become eligible to participate in the Registered Retirement Savings Plan.
 - (c) The date that such employee is placed at Step I of the Job Grade under Schedule "A1" shall be considered to be the employee's "Anniversary Date". Advancement to the next Step in the Job Grade shall be based upon attainment of his next "Anniversary Date" adjusted as provided for in the Collective Agreement if necessary.
 - (d) Notwithstanding any provision of the Collective Agreement, a part-time employee promoted or permanently transferred to a full-time job under Schedule "A1" shall only commence to earn full-time vacation and sick leave credits upon the date of transfer to the full-time job under Schedule "A1".
6. An employee covered under this Schedule who is temporarily assigned to perform all of the responsibilities and duties of a full-time job under Schedule "A1" for a period of six (6) months or more shall be compensated at the probationary rate for the applicable Job Grade under Schedule "A1" calculated as an hourly rate. Notwithstanding any provision of the Collective Agreement such employee shall for the duration of the temporary assignment be considered a part-time employee in the Category applicable to him immediately prior to the temporary assignment.

LETTER OF UNDERSTANDING #1

This letter will confirm the understanding of the parties reached during negotiations for the duration of the Collective Bargaining Agreement regarding Resource Teachers through C.L.H.'s Preschool Resource Services.

The Preschool Resource Services staff will work for a total of 234 weeks per year (resulting in up to 26 weeks total layoff time). This work/layoff time will be divided amongst 5 full time positions. This division will be decided annually between the RT's and their Supervisor. If no agreement can be reached, layoff time will be allocated according to seniority.

The above work weeks may vary depending on the requirements of the Childcare Centre/Co-operative Nursery Schools and/or available funding.

DATED at Midland, Ontario this _____ day of _____, _____.

FOR THE UNION

FOR THE EMPLOYER

To Index

LETTER OF UNDERSTANDING #2

It is understood and agreed between the parties that there is a need to have a list of oriented staff available on a call-in basis. The staff on the call-in list will be established from the part-time categories.

There shall be a standing committee of the EERC, which will recommend procedures for establishing and maintaining such a list. There will be two members from each party on the standing committee. Each party will be responsible for appointing their respective representatives to the standing committee.

Modifications deemed necessary to the call-in procedures by either party will be discussed at the EERC and referred to the standing committee for recommendations.

It is understood by the parties that prior to agreement of any modification to the call-in procedure at the EERC, the Union will be able to canvass the membership for input.

DATED at Midland, Ontario this _____ day of _____, _____.

FOR THE UNION

FOR THE EMPLOYER

To Index

LETTER OF UNDERSTANDING #3

When the Employer intends to change insurance carriers, the Employer and the Union agree to jointly appoint two (2) members each, one being from the Employer/Employee Relations Committee, to meet to investigate various options and alternatives available for the Employee Benefits package. Proposals will be jointly presented to the Employer/Employee Relations Committee for discussion and review.

The Employer will invite representatives from the OPSEU Joint Trusteed Benefit Plan to present at a scheduled presentation during the investigative process. The parties agree that the final decision rests with the Employer.

DATED at Midland, Ontario this _____ day of _____, _____.

FOR THE UNION

FOR THE EMPLOYER

To Index

LETTER OF UNDERSTANDING #4

The Employer agrees to take all reasonable measures to eliminate or reduce exposure to workplace stressors including:

- (a) conducting regular assessments of sources of stress in consultation with the Union and the Joint Health and Safety Committee;
- (b) modifying the workplace and organization of the work to mitigate the sources of stress.

DATED at Midland, Ontario this _____ day of _____, _____.

FOR THE UNION

FOR THE EMPLOYER

To Index

LETTER OF UNDERSTANDING #5

Without prejudice and only for the term of this agreement, when there is a need to meet with the Local Union President and when such meeting time is on an unscheduled day of work for the Local President/Designate, the Agency will pay for such unscheduled hours. This will only be at the request of the Executive Director or Designate, for face-to-face meetings. This paid time is not to exceed a maximum of five (5) hours per month for the term of this collective agreement. This will be at the employee's regular rate of pay.

DATED at Midland, Ontario this _____ day of _____, _____.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #6

BETWEEN:

COMMUNITY LIVING HURONIA
(herein referred to as the "Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 357
(herein referred to as the "Union")

This letter will confirm the understanding of the parties reached during negotiations for the Collective Agreement, which expires March 31, 2010 regarding the following:

In the event the Ministry of Community and Social Services ("MCSS") allocates and the Employer receives during the period commencing on the Date of Ratification to March 31, 2010 targeted Wage Gap funding for bargaining unit employees for the fiscal years 2008/09 and 2009/10 which:

- I. is over and above the Wage Gap I, II, III, IV funding announcements made by MCSS, prior to the date hereof, and
- II. exceeds the total cost of the settlement committed to by the Employer for the above-noted Collective Agreement, the Employer shall:
 - a) notify the Union, and
 - b) discuss with the Union that portion of the above-noted allocation applicable to bargaining unit employees less any related cost increases to employee benefits and less any statutory obligations including Pay Equity obligations. It is understood and agreed that any distribution made to bargaining unit employees from an allocation received from MCSS will be made in accordance with the directive and guidelines under which it is received by the Employer.

DATED at Midland, Ontario this _____ day of _____, 2008.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #7

BETWEEN:
COMMUNITY LIVING HURONIA
(herein referred to as the "Employer")
- and -
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 357
(herein referred to as the "Union")

This will confirm the understanding of the parties for the duration of the Collective Agreement, which expires March 31, 2010.

The parties agree that in consultation with the Union through the Employer/Employee Relations Committee meeting process, the Employer shall develop a written procedure to deal with violence in the workplace. Such procedures shall address but not be limited to the following:

- (a) develop a violence prevention procedure,
- (b) conduct an analysis of a workplace risk assessment,
- (c) put violence prevention, control and response measures in place,
- (d) educate employees about the procedures and train them in procedures, and
- (e) evaluate the procedures.

DATED at Midland, Ontario this _____ day of _____ 2008.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #8

BETWEEN:
COMMUNITY LIVING HURONIA
(herein referred to as the "Employer")
- and -
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 357
(herein referred to as the "Union")

This letter will confirm the understanding of the parties reached during negotiations for the Collective Agreement, which expires March 31, 2010 regarding a Scheduling Committee.

The parties agree that a Scheduling Committee consisting of three (3) employees who have completed their probationary period and three (3) representatives of the Employer shall meet during the term of the Collective Agreement to review the hours of work throughout the Agency.

DATED at Midland, Ontario this _____ day of _____, 2008.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #9

BETWEEN:

COMMUNITY LIVING HURONIA
(herein referred to as the "Employer")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 357
(herein referred to as the "Union")

Re: Hours of Work

This application expires at the conclusion of three (3) years or the expiry date of the Collective Agreement commencing January 1, 2008, whichever comes first.

The Employer and the Union are aware that under the *Employment Standards Amendment Act* (Hours of Work and other Matters), 2004 ("Act"), agreements are required for averaging overtime pay and for work hours in excess of the weekly amount specified in the Act. In addition, the Employer and the Union are aware that approval for the above must be obtained from the Director of Employment Standards (the "Director") by application.

The Employer and the Union agree that an application shall be filed by the Employer with the Director for approval to average overtime hours over a period of two (2) weeks for all employees as set out in the Collective Agreement.

The Employer and the Union agree that only certain occupational groups (Part-time Qualified/Unqualified and Night Shift Sleep Over), at the option of the employee, may work more than forty-eight (48) hours in a work week up to a maximum of sixty (60) hours in a work week. The Employer and the Union agree that an application shall be filed by the Employer with the Director for approval of these excess hours. For clarification, this is not intended to change existing arrangements, but may be renegotiated by the parties during collective bargaining.

DATED at Midland, Ontario this _____ day of _____, 2008.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #10

BETWEEN:
COMMUNITY LIVING HURONIA
(herein referred to as the "Employer")
- and -
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 357
(herein referred to as the "Union")

This letter will confirm the understanding of the parties reached during negotiations for the Collective Agreement, which expires March 31, 2010, regarding Self Funded Leave Plan.

The parties agree to place the matter of a Self Funded Leave Plan on the agenda of the first Employee/Employer Relations Committee meeting held following the Date of Ratification.

DATED at Midland, Ontario this _____ day of _____, 2008.

FOR THE UNION

FOR THE EMPLOYER

To Index

LETTER OF INTENT #1

The Employer shall endeavour to continue its present practice in scheduling Part-Time Employees - Category I employees to a minimum of forty (40) hours averaged over a two (2) week period for the duration of the Collective Agreement dated _____, subject to needs and funding of the people we support.

DATED at Midland, Ontario this _____ day of _____, _____.

FOR THE UNION

FOR THE EMPLOYER

