

COLLECTIVE AGREEMENT

between

OTTAWA SALUS CORPORATION

(hereinafter called the "Employer" Party of the first part)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 3942

(hereinafter called the "Union" Party of the second part)

Expiry Date: March 31, 2008

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ARTICLE 1 - PURPOSE

1.01 Purpose

- a) The purpose of this Agreement is to establish and maintain collective bargaining relations between Ottawa Salus Corporation and its employees in order to create mutually satisfactory working conditions, rates of wages and the provision of procedures for the prompt and equitable disposition of grievances and to contribute to the providing of the best service possible in accordance with the aims and objectives of the Ottawa Salus Corporation.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation and high quality service to clients and members.
- d) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively with the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order and efficiency.
- b) Hire, promote, demote, classify, transfer, layoff, suspend and retire employees and to discipline or discharge an employee for just cause (See Article 13).
- c) Make, enforce and alter, regulations, standards, policies, procedures and reasonable rules to be observed by the employee.
- d) Decide the nature and kind of business to be conducted, to determine the number and kind of staff required, to assign work, to establish hours and

schedules of work, to schedule leaves, to determine methods of doing the work and to determine the extension, limitations or cessation of operations.

- e) The Employer shall not exercise these rights in an unlawful manner nor contrary to the provisions of this Collective Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3942 as the sole and exclusive bargaining agent for all of its employees, save and except:

1. Executive Director,
2. Finance Manager, Service Managers, Property Managers, Office Manager/Executive Assistant and persons at or above these ranks,
3. Bookkeeper, Payroll Clerk.

3.02 Work of the Bargaining Unit

- (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the performing of the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.
- (b) The Employer agrees that no employee shall be replaced either temporarily or permanently with a student on placement nor shall an employee be laid off as a result of the Employer's utilizing the services of students on placement

3.03 No Other Agreements

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or her representatives which may conflict with the terms of this Collective Agreement.

3.04 Definition of Employment Status

Full-time

Refers to an employee who is regularly scheduled to work thirty-five (35) hours per week. The night shift at Fisher shall be scheduled to work seventy (70) hours averaged over a two (2) week pay period.

Part-time

Refers to an employee who is regularly scheduled to work less than twenty-four (24) hours per week, and who may when required, replace a full-time employee who is absent.

Temporary

Refers to a person employed to replace an employee absent from her regular position for a definite period of time greater than one (1) month.

Relief

A pool of employees who are assigned to replace full-time or part-time employees who cannot work their regularly scheduled shift or who are assigned to provide additional staffing in times of need.

ARTICLE 4 - NO DISCRIMINATION, NO HARRASSMENT

4.01 The parties agree that there will be no discrimination as per the Human Rights Code as amended from time to time, which states that there will be no discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

4.02 The parties agree that harassment is not allowed in the workplace. "Harassment" means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.

Where a grievance alleges harassment, the alleged harasser shall not participate in the grievance meeting or in the decision-making process.

4.03 Grievances concerning discrimination or harassment shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 5 - CHECK-OFF PAYMENTS

- 5.01** a) The Employer shall deduct from the pay of every member of the bargaining unit dues and/or assessments, as designated by the Union. Deductions made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a list of employees from whom the deductions have been made. Such list to include names, addresses, position title and amount of deduction.
- b) The Employer shall provide on each employee's T-4 slip, the amount of such deductions in the preceding taxation year.
- c) In consideration of the deducting and forwarding of any union dues in accordance with the above, the Union agrees to indemnify and save the Employer harmless from any claim or liability arising out of, or resulting from the operation of this cause.

5.02 Mandatory Union Membership

All employees covered by this Agreement shall become members of the Union.

ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01** On commencing employment, the Employer will acquaint new employees with the fact a union agreement is in effect by introducing the new employee to the Union Steward or Representative in the area in which the employee works during their first week of work. Such Steward/Representative shall give the employee a copy of the Collective Agreement.
- 6.02** The Employer shall post the schedule for rates of pay on the bulletin boards. The Union will be given copies of the template "Letters of Offer" that are used for all classifications. If there are changes to the templates, the Union shall receive a copy of it.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the President of the Union Local or designate.

7.02 Union Notices

The Union shall enjoy the use of the Employer's internal mail system.

ARTICLE 8 - LABOUR-MANAGEMENT CO-OPERATION COMMITTEE

8.01 The purpose of the Labour Management Committee will be to improve communications between the parties and to provide a forum for the discussion of matters of mutual concern in the interests of improving the Employer's services and of safeguarding the welfare of its employees.

8.02 Labour Management Co-operation Committee

A Labour-Management Co-operation Committee shall be established consisting of two (2) representatives from the Union and two (2) representatives from the Employer, with the right to substitute if necessary. The Committee shall enjoy the support of both parties.

8.03 Meetings of Committee

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee

8.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and approved by the parties and circulated as promptly as possible via email.

8.05 Jurisdiction of Committee

The parties agree to meet for the purposes of discussing matters of mutual concern arising out of the working relationship between the Employer and its employees.

It is understood that the provisions of this clause shall not be used for the purpose of discussing grievances or to circumvent the grievance and arbitration procedure herein nor to engage in the discussion of matters which would normally be dealt with in collective bargaining nor for the purpose of reopening this Agreement.

ARTICLE 9 - LABOUR-MANAGEMENT RELATIONS

9.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Canadian Union of Public Employees, Local 3942. The Union will advise the Employer of the Union nominees to the Committee.

9.03 Function of the Bargaining Committee

To engage in collective bargaining with management.

9.04 Canadian Union Of Public Employees Representation

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Upon request and availability, the Representatives shall be assigned a designated meeting space.

9.05 Meeting of the Bargaining Committee

In the event either party wishes to call a bargaining meeting following the serving of a notice ninety (90) days prior to the cessation of the Collective Agreement, the meeting shall be held within two (2) weeks of receiving the request unless mutually agreed otherwise.

9.06 Time Off for Negotiations

Any employee who is a representative of the Union on the Bargaining Committee and who attends negotiations held within working hours shall do so without loss of remuneration.

A representative of the Union on the Bargaining Committee shall be allowed up to ten (10) hours per person to prepare for negotiation without loss of remuneration.

9.07 Technical Information

The Employer and the Union shall make available, on the request of the other party, any information or documents to which it refers during collective bargaining.

9.08 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer will allow the Union to sponsor education seminars (workshops) to be held on the Employer's premises during the employee's lunch period or following the regular working day. The program shall be subject to prior approval of Management and the availability of space.

ARTICLE 10 - RESOLUTIONS OF THE BOARD

10.01 Members of the bargaining unit are able to attend Board of Directors meetings. A copy of the agenda and minutes shall be provided to those attending. After Board approval of the minutes, the minutes shall be available to all staff in the Board Binder.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance shall be defined as any dispute between the Employer and any employee(s) or the Union over the implementation, interpretation or any alleged violation of the Collective Agreement and all matters pertaining thereto.

11.02 Appointment and Names of Stewards

The Employer acknowledges the rights of the Union to appoint or otherwise select four (4) Stewards from amongst employees who have completed probation. The Steward shall assist the employees in preparing and presenting of their grievances. The names of such Steward(s) shall be given to the Employer, in writing and the Employer will not be required to recognize such Stewards until it has been notified of such appointment.

11.03 Permission to leave work

The Union recognizes that each Steward is employed to perform work for the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the Supervisor. The Employer agrees that the Steward shall not be unreasonably restrained in the performance of their duties as provided in this Article.

11.04 Early Resolution

As an early resolution of issues is supported by both parties, it is expected that employees will endeavour to meet with the relevant supervisor and attempt to resolve the complaints on an informal basis prior to entering the formal grievance process. A Steward may accompany the employee if she so desires.

11.05 Settling of Grievances

If after meeting with the Supervisor as per 11.04 above the employee is not satisfied with the response, then an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The employee(s) concerned, together with his/her Steward shall submit the grievance in writing to the employee(s) Supervisor within thirty (30) calendar days of the event that gave rise to the matter, or of when the event ought reasonably to have come to the grievor's attention. If this time limit is not met, the grievance is abandoned (subject to the Labour Relations Act, Section 48 (16)). The written grievance shall state the particulars of the complaint, the clause thought to be violated and the remedy sought. Within a further fifteen (15) calendar days the Supervisor shall respond in writing to the Steward. During this fifteen (15) day period, the Steward, the grievor and the supervisor may agree to meet to discuss the grievance further.

Step 2

Failing satisfactory settlement in Step 1, the grievor and/or his/her Steward may submit the grievance in writing to the Executive Director or her delegate within fifteen (15) calendar days of the date upon which the Supervisors written response was due. Within fifteen (15) calendar days of the grievance being submitted to Step 2, the Executive Director (or delegate) will meet with the Steward, the President of the Local (or delegate) and the grievor to discuss the grievance.

Within a further fifteen (15) calendar days, the Executive Director shall respond in writing to the Union Steward.

Failing satisfactory settlement being reached in Step 2, the Union may submit the grievance to arbitration as noted below within thirty (30) calendar days of the date upon which the Executive Director's written response was due.

11.06 The parties may mutually agree to waive the above time limits in writing.

11.07 Policy/Employer Grievance

It is understood that the Employer may submit to the Union Secretary any complaint with respect to the conduct of officers, or Union Representatives and if such complaint by the Employer is not settled to the mutual satisfaction of the parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. Similarly, the Union shall have the right to process policy grievances involving questions of general application or interpretation, which could not otherwise be processed by individual employees. All policy grievances shall be initiated in writing at the Step 2 of the grievance procedure.

11.08 Group Grievances

Where a grievance involves a number of employees, it may be processed as a Group Grievance and submitted at Step 2 of the grievance procedure. Such a grievance must be submitted within ten (10) calendar days of when the party became aware of or sought to reasonably to have become aware of the circumstances giving rise to the grievances.

11.09 It is agreed that employees shall suffer no loss of their regular earnings during their participation in the grievance procedure.

11.10 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings, provided such facilities are available.

11.11 Supplementary Agreements

Signed supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 12 – ARBITRATION PROCEDURE

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its Appointee to the Arbitration Board. The two (2) Nominees shall then select an impartial Chairperson.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour on the request of either party.

12.03 Board of Arbitration Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision.

12.04 Decision of the Board

The decision of the majority of the Board of Arbitration shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement that it deems appropriate.

12.05 Clarification of the Decision

Should the parties require clarification as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

12.06 Single Arbitrator

The parties may agree to the mutual appointment of a single arbitrator in replacement of a three (3) person Board of Arbitration.

12.07 Either party may apply for Expedited Arbitration under Section 49 of the Ontario Labour Relations Act.

12.08 No person who has been involved in an attempt to settle the grievance prior to it going to arbitration shall be a member of the Board of Arbitration.

12.09 Expense of the Board of Arbitration

Each party shall pay:

- a) The fees and expenses of the nominee it appoints; and
- b) One half of the fees and expenses of the Chairperson.

12.10 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses. It is agreed that employees acting as witnesses will attend the grievance meetings/arbitration hearing only as long as required so as to minimize the impact on the Agencies operation.

12.11 Time Limits

The time limits fixed in the arbitration procedure may be extended by consent of the parties.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Suspension/Discharge Procedure

The authority for discipline and discharge rests with Management. An employee may be disciplined or discharged, but only for just cause. When an employee who has passed probation is disciplined or discharged, the employee shall be given the reason in the presence of a Steward. Such employee and the Union shall be advised in writing by the Employer within three (3) working days of the reason for such discipline or discharge. Where the Employer intends to meet with an employee for disciplinary or discharge purposes, the Employer shall so notify the employee not less than three (3) working days in advance in order that the employee may contact a Steward to attend.

Where the Employer determines that an employee must be suspended for the purpose of the investigation of an incident, such suspension shall be with pay, and shall not preclude further discipline.

Discipline is defined as any sanction including disciplinary warnings imposed by the Employer upon an employee which is prejudicial to the employee.

13.02 May Omit Grievance Steps

An employee who has passed probation and who is considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure beginning at Step 2.

13.03 Personnel Records

An employee shall have the right to have access to and to review their personnel records in the presence of designated personnel staff and to receive copies of any documents on their file. All such reviews shall be arranged by appointment with personnel staff. Personnel records shall be maintained in a central location. An employee has the right to respond in writing to any documents on the employee's file.

Adverse Report

The Employer shall notify an employee and the Union in writing of any serious complaint made by an individual external to the Employer regarding the employee. The Employer shall notify the employee and the Union of such complaint within ten (10) working days of receipt of the complaint. The notification shall include particulars of the complaint. A complaint however made or received, does not include frivolous or vexatious complaints on which the Employer has no intention of taking action or investigating.

13.04 Record of Discipline

The record of discipline of an employee shall be removed from the employee's personnel file after eighteen (18) months unless there is a reoccurrence of incidents requiring disciplinary action and unless the employee has violated her/his professional relationship with a client as set out in the Code of Ethics, as amended from time to time. In such case, the record of discipline shall be removed after thirty-six (36) months have passed provided that no occurrence of a similar nature has taken place over this period of time.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

For full-time employees, seniority is defined as the length of service in the bargaining unit from date of hire. For part-time employees, seniority shall be calculated on the basis of hours paid, excluding overtime, with 1820 hours paid representing one (1) year of service. Seniority shall operate on a bargaining unit wide basis. For employees on record on the date which the Union became certified, seniority shall be calculated to include service prior to certification.

14.02 Seniority List

The Employer shall maintain a seniority list showing date of hire and years of service. An up to date seniority list shall be made available to the Union upon request.

14.03 Role of Seniority in Promotions

In making promotions and filling vacancies, the Employer's decision will be based on the following factors:

- 1) the applicant's skills, abilities, experience, knowledge and capacity to do the job;
- 2) seniority.

14.04 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, except as described herein. An employee shall only lose seniority in the event that:

- 1) the employee is discharged for just cause and is not reinstated;
- 2) the employee resigns;
- 3) the employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 4) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- 5) is not employed by the Employer for a period of one (1) year.

14.05 Transfers and Seniority Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent.

If an employee transfers to a permanent position outside of the bargaining unit, the employee shall lose all seniority.

If an employee is temporarily transferred to a position outside of the bargaining unit for a period of less than one (1) year the employee shall lose all seniority. However upon return to the bargaining unit at the end of the temporary period, any seniority held at the beginning of the temporary period shall be reinstated.

ARTICLE 15 - PROMOTION AND STAFF CHANGES

15.01 Job Postings

When a new position is created or when a vacancy of a temporary or permanent nature occurs in the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position.

15.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift where applicable, hours of work, location, wage or salary rate or range.

15.03 Outside Advertising

The Employer reserves the right to advertise new or vacant positions as deemed necessary. All internal applicants for new or vacant positions will be given first consideration and must be disqualified for the position, before outside applicants may be solicited or considered. The Employer is not required to interview employees who have not completed their probation period.

15.04 Promotions Requiring Higher Qualifications

Internal applicants who are actively pursuing higher qualifications as determined by the Employer, may be considered for promotion to a new or vacant position. Appointment will be on a trial basis during which time the employee must achieve the required qualifications.

15.05 Extensions

In order to provide job security for employees who are temporarily absent and whose positions are temporarily filled during such absence, the Employer may fill such vacancies either for a fixed period or for an undefined period which ends at the end of the temporary absence.

New temporary employees replacing employees who are temporarily absent shall be terminated with written notice of not less than two weeks in advance of the conclusion of the temporary absence. Regular employees who are temporarily replacing employees who are temporarily absent shall be returned to his/her previous position at the end of the temporary absence.

15.06 Trial Period

Following a posting, the successful applicant shall be allowed a trial period of up to three (3) months during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may be returned by the Employer, or may voluntarily return to the position she formally occupied, without loss of seniority. In such case, the filling of subsequent vacancies will be reversed. The trial period may be extended by mutual agreement between the parties.

15.07 Probation for Newly Hired Employees

Newly hired employees shall be on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure.

After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement between the Employer and the Union. The probationary period for part-time employees shall be nine hundred and ten (910) paid hours.

15.08 Union Notification

The Employer shall notify the Union in writing, within one week, of changes in employment status of employee holding jobs within the bargaining unit. The changes requiring notification are: appointments, hirings, lay-offs,

demotions, transfers, recalls, retirements, resignations, terminations and leaves of absence. The Employer shall post the names of successful applicants to vacant positions, and will review the basis of disqualification with unsuccessful applicants if they so request.

15.09 Training Courses

The Employer shall post notice of any training courses for which employees may be selected. The bulletin shall contain the following information:

- type of course (subject and materials to be covered);
- time and duration of the course;
- location of the course;
- basic minimal qualifications required of applicants.

This bulletin shall be posted for a period of ten (10) days on bulletin boards to afford all interested employees an opportunity to apply for such training.

If management does not receive notification of training in time to post for ten (10) days on bulletin board, Management will ensure that notification is provided to all employees by email.

This Article does not preclude the Employer and/or the employee from seeking out training to meet the employee's specific needs; nor does it preclude the Employer's paying and/or allowing time off for such training where appropriate.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.01 Definition of Lay-off

Any reduction in hours or the elimination of a position shall be considered a lay-off.

16.02 (a) Advance Notice of Lay-off

The Employer shall notify employees who are to be laid off in accordance with the following: all such lay-off notices shall be in writing with a copy to the Union.

- (i) Three weeks notice if the employee's period of employment is less than two years;
- (ii) Four weeks notice if the employee's period of employment is two years or more, but less than three years;
- (iii) Five weeks notice if the employee's period of employment is three years or more, but less than four years;
- (iv) Six weeks notice if the employee's period of employment is four years or more, but less than five years;
- (v) Seven weeks notice if the employee's period of employment is five years or more, but less than six years;
- (vi) Eight weeks notice if the employee's period of employment is six years or more, but less than seven years;
- (vii) Nine weeks notice if the employee's period of employment is seven years or more, but less than eight years.
- (viii) Ten weeks notice if the employee's period of employment is eight years or more.

16.02 (b) Procedure for Lay-Off

In the event of a lay-off, the Employer shall lay-off the employee with the least seniority in a classification, provided that the remaining employees are qualified, as per Article 14.03, to do the remaining work.

16.03 Recall Procedure

Employees shall be recalled for jobs in order of seniority provided that they are qualified, as per Article 14.03, for the job for which they are recalled and are subject to the trial period in Article 15.05, except that an employee who does not complete the trial period successfully shall be returned to lay-off status. There shall be no trial period when an employee is recalled to his former position.

Notification of recall shall be sent by registered mail to the laid off employee's last known address. It shall be the responsibility of each laid off person on a recall list to advise the employment office of any change in address.

16.04 Recruitment During Lay-off

No new employees will be hired until those laid off who are qualified, as per Article 14.03, to perform the duties of the position have been recalled.

16.05 Continuation of Benefits

Notwithstanding any restrictions by the carrier, the Employer agrees to continue to pay its existing contributions to all Health and Welfare Plans for employees laid off for a period of less than two (2) months, save and except:

Pension;

LTD; and

Short Term Disability.

16.06 Grievance on Lay-off

Grievances concerning lay-offs shall be initiated at Step 2 of the Grievance Procedure.

16.07 Employees Options Upon Notice of Lay-off

An employee in receipt of notice of lay-off shall be entitled to the following options:

- 1) accept the lay-off;
- 2) retire, if eligible in accordance with the Pension Plan;
- 3) displace any other bargaining unit employee provided he/she has greater seniority than the employee being displaced and also provided he/she is qualified for the job of the employee being displaced.
- 4) An employee who meet the qualifications for the position may displace another bargaining unit employee with less seniority, including the right to bump up.

The employee must notify the Executive Director of their intent to exercise their bumping privilege with ten (10) days of the lay-off notice.

16.08 Displaced Employees

An employee who is to be displaced by another more senior employee in accordance with Article 16.07 shall be entitled to receive notice of lay-off in accordance with Article 16.02.

16.09 Redeployment

A Redeployment Committee will be convened no later than two (2) weeks after the notice referred to in Article 16.02 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- 1) identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Agency which could be performed by bargaining unit employee who are or would otherwise be laid off;
- 2) Identify vacant positions in the Agency or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) not covered by a Collective Agreement.

Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer.

16.10 Disclosure

The Employer shall provide the Redeployment Committee all pertinent staffing and financial information. The Union agrees to treat such information with appropriate confidentiality.

ARTICLE 17 - HOURS OF WORK

17.01 Normal Hours of Work

(a) Full-time Employees – Non Residential

The normal hours of work shall be thirty-five (35) hours per week. The normal work week shall be Monday to Friday. The normal work day shall be eight hours inclusive of a one (1) hour unpaid meal break and two paid fifteen minute rest breaks, one (1) in each half of the shift. The majority of normal hours shall overlap with the Employer's normal office hours.

An employee who is required to work during his/her meal break may bank such time to be taken off with pay at a mutually agreed time. The employee would attempt to take the time within the current pay period in accordance with Article 17.03 "Flexible Working Hours".

(b) Full-time Employees - Residential

Such employees' normal hours of work shall be either eight (8) hour shifts or ten (10) hour shifts as described herein.

i) Positions Assigned Eight (8) Hours Shifts

The normal hours of work shall be thirty-five (35) hours per week. The normal work day shall be eight (8) hours inclusive of an unpaid one (1) hour meal break and two (2) paid fifteen (15) minute rest breaks one (1) in each half shift.

Residential eight (8) hours shifts cover daytime hours between 8:00 a.m. and 10:00 p.m. and the entire week Monday to Sunday inclusive.

Community Life Skills Workers who work a residential shift shall do so between Monday and Friday inclusive.

ii) Positions Assigned Ten (10) Hour Shifts

The normal hours of work shall be thirty-five (35) hours per week arranged over a two (2) week period. The normal work week shall be four days between Monday to Sunday inclusive. The normal work day shall be ten (10) hours inclusive of a paid thirty (30) minute meal break and two (2) paid fifteen (15) minute rest breaks, one in each

half shift. The normal hours shall be between 10:00 p.m. and 8:00 a.m.

When circumstances permit, the employee may have a paid sleep period between 2:00 a.m. and 6:00 a.m.

Employees are required to remain on site during their paid meal breaks, paid rest breaks, and paid sleep periods.

(c) **Part-time Employees**

The normal daily hours of work for part-time employees shall not be less than three and one-half (3 ½) consecutive hours.

The normal night shift shall be ten (10) hours inclusive of a paid thirty (30) minute meal break. When circumstances permit, the employee may have a paid sleep period between 2:00 a.m. and 6:00 a.m. The normal hours of the night shift shall be between 10:00 p.m. and 8:00 a.m.

Part-time employees shall be allowed one paid fifteen (15) minute break for every three and one half (3 ½) hours worked.

Notwithstanding the above, a part-time employee may be required to attend a periodic staff meeting and, if this occurs outside the employee's regular work schedule, will be paid for the time worked at the regular hourly rate.

17.02 Days Off

Days off shall be scheduled so that they are consecutive. All employees shall receive at least two (2) days off in a week.

17.03 Flexible Working Hours (Full-time Employees)

- (a) Each full-time employee shall submit in writing, and in advance to her/his supervisor, a copy of her/his weekly scheduled hours of work.
- (b) All employees may be required to alter their regular hours of work, not to exceed thirty-five (35) hours per week, in order to address the needs of clients and/or the program, provided such flexible working arrangements do not interfere with the operation of the Employer.

The employee shall notify his/her supervisor on a weekly basis of accumulation of such hours. Such accumulated hours may be banked up to a maximum equivalent of three (3) working days and shall be taken at a time for time basis at a date mutually agreed by the Employer and employee. When the employee's bank has reached the maximum of three (3) days, any further accumulated time shall be taken in the month following the week in which it was earned and shall be reflected in the employee's weekly scheduled hours of work.

17.04 Client Outings

- (a) After approval by the Employer, an employee who accompanied clients on an outing shall be reimbursed for the following expenses: travel, meals, accommodation, admission charges and recreational fees.

In accordance with 17.03(b), staff participation in client outings shall be on a voluntary basis of straight time with pay for all hours worked in excess of his/her normal duties to a maximum of twenty-four (24) in a single twenty-four (24) hour day. In addition, the employee shall suffer no loss of salary and the accumulation bank may be exceeded.

An "outing" is a Salus organized event such as a camping trip.

(b) **Client Christmas Party**

Staff participation at the client Christmas party shall be on a voluntary basis. Staff shall be compensated on the basis of straight time off with pay for all hours worked.

ARTICLE 18 - OVERTIME

18.01 Definition

- (a) Overtime beyond thirty-seven (37) hours a week shall be defined as hours worked in excess of the employee's normal work week, and shall be paid at the rate of time and one-half the employee's normal rate of pay.
- (b) All overtime shall be on a voluntary basis and must be authorized by the Employer. The Employer will authorize overtime for emergencies, unforeseen circumstances and not for planned activities outside the normal working days.

- (c) In an emergency or unforeseen circumstances an employee shall attempt to reach his/her supervisor for prior authorization to work sufficient time. If he/she cannot contact his/her supervisor he/she shall contact another manager or an on-call manager.

18.02 Time Off in Lieu of Overtime

Instead of payment, and with the consent of the employee and Employer, compensation may be taken in time-off, on the basis of time and one-half (1½) for the overtime hours worked. Such time-off must be taken at a mutually agreeable time between the employee's Supervisor and the employee concerned. Time-off must be taken within ninety (90) calendar days from the time that overtime was actually worked unless both parties agree otherwise.

18.03 On Call Services

No employee shall be called on to provide on-call services outside their regular working hours.

On-call services (i.e. emergency evening, overnight, and weekend telephone response) will be delivered by residential staff during their regular working hours.

Notwithstanding the above, an on-call rotation for maintenance staff will be in effect, such that there will be one maintenance employee on-call each day the office is closed. The designation of on-call shall be in blocks of twelve (12) consecutive hours, with the shift ending no later than midnight. The on-call rate will be \$30/day.

On call shall be not more than one (1) weekend in four (4) regularly scheduled. The employee will not be required but may agree to cover coworkers sick time and vacation on call time.

18.04 Call Back Pay

An employee who is called back to work outside the employee's regular working hours, shall be paid a minimum of two and one-third (2 1/3) hours at the overtime rate.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

The Employer recognises the following as paid holidays:

| | |
|---|--|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Canada Day |
| December 24th | Christmas Day |
| Boxing Day | Floating Day (as determined by employee) |
| Four (4) hours on the last day preceding New Year's Day | |

When any of the above-mentioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for employees whose normal work week is Monday to Friday. For other employees the holiday shall be observed on the day on which it falls.

19.02 Compensation for Paid Holidays Falling on Sunday

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applied to the Monday) shall be deemed to be the holiday for employees whose normal work week is Monday to Friday. For other employees the holiday shall be observed on the day on which it falls.

19.03 Pay for Work on Paid Holiday

Full-time employees who are required to work on a paid holiday shall be paid at the rate of time and one-half (1½) for actual hours worked, plus one day off with pay at a time mutually agreeable between the employee and the Employer.

19.04 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

19.05 Holiday periods greater than three (3) days:

When a combination of statutory holidays and regular time off results in the absence of residential staff for three (3) days, those employees may be scheduled to work the following and subsequent days. Employees in that classification will first be given an opportunity to volunteer for the shift. If no one volunteers, the shift will then be offered to part-time staff. If there are still no volunteers, then an employee is assigned to work. If these days include statutory holidays, then the employee will be compensated according to Article 19.04.

ARTICLE 20 - VACATION

20.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with length of employment as follows:

| <u>Length of Employment</u> | <u>Length of Vacation</u> |
|---|---|
| 0 - 5 years | 1.25 days per month or 15 days per year |
| More than 5 and less than ten (10) years | 1.6 days per month or 20 days per year |
| More than 10 years and less than fifteen (15) years | 2.08 days per month or 25 days per year |
| More than fifteen (15) years | 2.5 days per month or 30 days per year |

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation, the Employee shall be allowed an additional day's paid vacation.

20.03 Vacation Pay on Termination

An employee terminating their employment at any time in a vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Conversely, any employee who uses more than their earned vacation leave

will have that leave deducted from the employee's last pay or separation payment.

20.04 Preference in Vacations

Conflicts in preferred vacation which are identified on the posted schedule shall be resolved on the basis of seniority. No vacations will be approved during an employee's probation period.

20.05 Vacation Schedules

Vacation schedules must be approved by the supervisor and posted by May 31 of each year (for the summer period) and by November 30 (for the Christmas Holiday period). Schedules shall not be changed unless mutually agreed upon by the employee and Employer. Vacation requests submitted after the schedule deadline will be approved on a first come basis, subject to operational requirements.

20.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in unbroken periods if so requested or in shorter periods including single days or less if so requested. Requests for single vacation days or less and, vacation with less than one weeks notice will be subject to operational requirements, and shall not be unreasonably denied.

20.07 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved paid leave during the employee's period of vacation, deductions shall be made from such sick leave, bereavement, or other approved paid leave credits, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. A medical certificate by a qualified medical practitioner or proof of bereavement will be required.

20.08 Accumulation of Vacations

Employees shall be allowed to carry over one (1) week of vacation for use in the following year. In exceptional circumstances, at the discretion of the

Employer, additional vacation may be carried over and used in the following year.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the amount of time an employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

21.02 Annual Paid Sick Leave

Fifteen (15) days sick leave per year shall be earned by an employee at the rate of 1.25 days for every month that an employee is employed.

21.03 Accumulation

Sick leave credits cannot be carried forward to the next year, nor can they be cashed out.

21.04 Short Term Indemnity

After ten (10) days continuous days illness, the employee progresses to the short term sick leave plan and receives remuneration from the insurance carrier instead of the Employer. The short-term indemnity plan in effect April 1, 1998 shall not be reduced without the consent of the Union.

21.05 Long Term Indemnity

The short-term disability plan terminates when the employee progresses to the long-term disability plan.

21.06 Deductions from Sick Leave

Employees' usage of accumulated sick leave shall be on an hour for hour basis.

21.07 Proof of Illness

An employee may be required to produce a certificate from a physician for any illness in excess of three (3) consecutive working days, certifying that the employee is unable to carry out her duties due to illness.

21.08 Medical and Dental Appointments

Reasonable time off with pay for medical or dental appointments shall be provided to full time and part time staff. However, such appointments should normally be arranged during early morning, noon hour or later afternoon periods. Advance notice to the supervisor is required.

21.09 Sick Leave Record

Employees shall have access to their sick leave records.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their workplace temporarily in connection with the grievance or arbitration procedures.

22.02 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to a maximum of three (3) employees away at any one time elected or appointed to represent the Union. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies. For administrative purposes, the Employer may continue to pay the employee's salary and benefits, and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave.

22.03 Paid Bereavement Leave

- (a) An employee shall be granted a minimum of seven (7) calendar days off without loss of pay in the event of death or serious illness of an employee's parent (including step-parent or foster parent), spouse (including common-

law spouse and same sex spouse) or child (including step-child or foster child).

- (b) An employee shall be granted a minimum of three (3) working days off with pay in the event of the death or serious illness of an employee's grandparent, grandchild, former guardian, any second degree relative who has been residing in the same household, partner, fiancé(e), sibling, mother-in-law, sister-in-law or brother-in-law.

When requested, additional leave may be granted, at the discretion of the Executive Director, based on the individual circumstances given reasonable compassion.

22.04 Personal Leave

Five (5) seven (7) hour days or a total of thirty-five (35) hours with pay a year not to be used as a vacation day.

22.05 Seniority Status During Maternity/Parental Leave

An employee shall continue to accumulate seniority and service during maternity/parental leave.

22.06 Length of Maternity Leave

Such leave shall be granted on written request which notifies the Employer at least two (2) weeks in advance of the date the leave shall start, and stating the probable date of delivery, the length of leave requested.

The total maximum leave shall not exceed seventeen (17) week.

22.07 Administration of Welfare Benefits During Maternity/Parental Leave

During the period of maternity/parental leave, the Employer shall pay the full premium cost of the hospital, medical, pension and group life insurance and other fringe benefits of this Agreement, provided the employee undertakes to reimburse the Employer for the employee portion.

22.08 Procedure Upon Return From Maternity/Parental Leave

On return from leave, the employee shall be placed in their former position or in an equivalent position if their original position no longer exists.

22.09 Length of Parental Leave

On written request for parental leave, the employee shall be granted up to thirty-five (35) weeks without pay. The written request must include the length of leave requested.

22.10 Time Off For Elections

Employees shall be allowed the number of hours required by legislation to attend the polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

22.11 Court Witness Duty Leave

Time spent by an employee, as a witness in any court of law in any matter arising out of the employee's employment shall be considered as time worked and paid at the appropriate rate.

22.12 Leave For Court Appearance

In the event an employee is accused of an offence which requires a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is jailed awaiting a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.

22.13 General Leave

The Employer may grant a leave of absence, with or without pay, to an employee who requests such leave in writing. The Employer shall give an answer, in writing, to the employee within five (5) working days of the request. Where the request for leave is for a period greater than ten (10) working days, such request shall be made wherever possible one month in advance and the Employer shall have two (2) weeks to respond. Such requests shall not be unreasonably denied.

22.14 Educational Advancement

- (a) Where an employee requests an educational leave, the Employer may grant leave without pay, but without loss of seniority, in order to take a course and/or write exams.

- (b) Where an employee is required by the Employer to attend training including language training, training time spent by the employee shall be considered as time worked and the Employer shall be responsible for all related costs. Books and other materials paid for by the Employer are the property of the Employer.
- (c) Where a new employee is appointed to a designated bilingual position but does not yet meet the language requirements of that position, then the language training required in the letter of appointment will be the responsibility of the employee.

22.15 Professional Development

The Employer agrees that staff may utilise up to five (5) working days per year, to participate in professional development activities as approved by the Employer.

ARTICLE 23 - PAYMENT OF WAGES AND EXPENSES

23.01 Pay Days

The Employer shall pay salaries and wages every second Thursday up to the amount payable as of the previous Sunday in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each pay period, every employee shall be provided with an itemised statement of the employee's wages, overtime and other supplementary pay and deductions.

23.02 Equal Pay for Equal Work

Employees shall receive equal pay for work of equal value, regardless of sex.

23.03 Pay on Temporary Transfers, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

23.04 Expenses

- a) Employees required to use a private motor vehicle for the Employer's business shall be paid at the rate of thirty-nine cents (39¢) per kilometre.

A mileage claim form must be submitted by all employees who claim kilometres per month.

Employees who are authorized to attend a conference on behalf of Salus will be reimbursed for their travel expenses or a portion thereof to be agreed upon in advance by the employee and the Executive Director.

Traffic tickets, parking violations, etc., will not be reimbursed by the Employer for any reason.

- b) Use of personal cell phones for Salus business will be compensated at the rate of thirty-five dollars (\$35.00) per month for Case Managers, Recreationist, Occupational Therapist, Housing Coordinator, Community Developer, Rehabilitation Worker (excluding Fisher positions).
- c) The Client costs will be compensated at a rate of forty dollars (\$40.00) per month for Case Managers.
- d) Parking will be reimbursed for actual expenditures, receipts to be submitted. Employees will seek to minimize parking costs. If meter parking is used so that no receipt is available, employees will include sufficient detail on their claim to allow for reasonableness of the cost to be assessed.

23.05 Bonding of Employees

Employees handling monies for the Corporation shall be bonded by the Employer.

23.06 Legal Fees

The Employer shall pay all legal costs arising out of the defence of an employee charged in any Court as a result of performing their duties for the Employer.

ARTICLE 24 – J OB CLASSIFICATION

24.01 Job Descriptions

The Employer agrees to provide up-to-date job descriptions to the Union for all positions within the bargaining unit.

The job description shall locate and identify a specific position within a program or activity of the Employer, summarize the duties required by the Employer, and include the following information: nature of position; qualifications; required knowledge and education; skills; salary rate or range.

24.02 Job Classification

A job classification committee composed of two (2) members of the union and two (2) members of management is in place to complete the system. A permanent committee will continue to ensure the integrity of the job classification system by:

- reviewing new positions and/or changed positions to determine the rate of pay
- the committee's decisions have to be ratified by the Board of Director.

The committee's decisions are achieved by consensus. However, in the case of a tied vote, the following dispute resolution mechanism shall be used:

- 1) A management appointed and a Union appointed expert in the area of classifications shall be invited to a committee hearing to offer their opinion on the area of dispute. The committee will then reconsider the matter.
- 2) If the committee is still deadlocked, the personnel committee of the Board will hear the dispute and the expert opinions of the management and Union appointed experts. The function of the personnel committee shall be to mediate the dispute.
- 3) If the mediation of the personnel committee is unsuccessful, the dispute may be submitted to a third party mediator to be selected by both sides.
- 4) If the mediation is unsuccessful, the dispute may be submitted to arbitration within fifteen (15) days of the failed mediation. The decision of the arbitration board shall be based on the relationship established by

comparison with rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- 5) If either party refuses to mediate then the parties proceed directly to arbitration.

ARTICLE 25 – BENEFITS

25.01 Pension Plan

The Employer shall provide a pension plan for all full-time employees who have completed a full year of employment. The pension is a defined contribution plan. The Employer shall contribute six percent (6%) of salary yearly. Employee contributions are optional.

25.02 Group Life Insurance, Extended Health, Dental, and Long Term & Short Term Disability Benefits

The following Welfare benefits shall be paid for all employees who regularly work over twenty-four (24) hours weekly and have been employed for three (3) months. Opting out of Health Plan and/or dental plan is possible upon proof of coverage through a spousal plan.

The premiums for the benefits shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the employee. The employee shall pay one hundred percent (100%) of the premiums for L.T.D.

The following coverage shall be provided:

Group life and accidental death/dismemberment insurance two (2) times annual basic earning.

Extended health care provide for the following:

- prescribed drugs, serums and vaccines prescribed by a licensed doctor or dentist: private nursing, medical services ordered by a licensed doctor or dentist, semi-private hospital coverage, prosthetics, and travel supplement for out of province travel.

Long term and short term disability provide for the following:

The short term indemnity begins after ten (10) consecutive calendar days (ten (10) working days of sick leave) is used by the employee. the benefit is 66.7% of weekly basic earnings up to a maximum of five hundred and seventy-five dollars (\$575.00). Long term disability benefit is 66.77% of monthly basic earnings up to a maximum of three thousand dollars (\$3,000.00).

Dental coverage as defined in the current plan (2004).

25.03 Change of Carrier

The Employer may change the carrier for any or all of the benefits described in this Article from time to time, or amend the Plan at its discretion.

Such damage or amendment, however, shall not result in reduced entitlement or reduction in any benefit.

ARTICLE 26 – JOINT HEALTH AND SAFETY COMMITTEE

26.01 The Union and the Employer recognize a single Joint Occupational Health and Safety Committee (JOHSC) which shall have jurisdiction for all workplace locations operated by the employer and which shall consist of one Co-Chair appointed by the Union and one Co-Chair appointed by the Employer.

In addition to the two Co-Chairs, each of the Union and the Employer may appoint one alternate.

Alternates may attend meetings and enjoy other rights as a member of the committee, but shall have not vote unless the respective Co-Chair is absent.

26.02 The JOHSC shall function in accordance with the Occupational Health and Safety Act as in effect on April 1, 1998 as amended from time to time.

26.03 The JOHSC shall develop a Health and Safety Manual which shall set out the procedures of the JOHSC.

In addition, during this period, the Committee shall make recommendations on the issues of immunizations, safety procedures, and safety devices for the workplace and other matters as deemed appropriate by the JOHSC.

ARTICLE 27 – JOB SECURITY

27.01 Contracting Out

The Employer agrees not to contract out any work if such contracting out results in the lay off of any bargaining unit employee.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Accommodation

Accommodation shall be provided for employees to have their meals and store and change their clothes.

28.02 Bulletin Boards

The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which, the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

28.03 Tools and Equipment

The Employer shall determine and provide all tools and equipment required by employees in the performance of their duties.

ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS

29.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and

possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

29.02 Damaged Personal Items

The Employer will reimburse an employee for damage to personal items, clothing, glasses and cars caused by client actions.

ARTICLE 30 – COPIES OF AGREEMENT

30.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing and distribute them to the bargaining unit.

ARTICLE 31 – TERMS OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2006 to March 31, 2008, and shall continue from year to year thereafter unless either party gives the other party notice in writing, ninety (90) days prior to the termination date of its intent to bargain for a renewal Agreement with or without amendments.

31.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

31.03 Retroactivity

It is agreed that all clauses in the Collective Agreement become effective from the date the Agreement is ratified unless otherwise agreed or specified by the parties.

Signed at Ottawa, Ontario this 11th day of December, 2006.

FOR THE UNION

FOR THE EMPLOYER

Original signed by

Original signed by

Denis Savard

Jean-Marc Collin

Paul Boileau

Margaret Singleton

Khalida Badhran

Martha Hynna

Dan Pike

tp
cope 491
November 30, 2006

SCHEDULE "A"
SALARY SCHEDULE
EFFECTIVE APRIL 1, 2006

| Position Title | Start | 6 Months | 1 Year | 2 Years | 3 Years |
|--------------------------------------|--------------|-----------------|---------------|----------------|----------------|
| Social Worker | 24.74 | 25.80 | 26.40 | 27.59 | 28.78 |
| Psychoeducator (to be classified) | 24.50 | 25.08 | 25.66 | 26.82 | 27.99 |
| Occupational Therapist | 24.60 | 25.44 | 26.31 | 27.99 | |
| Case Manager MA (red circled) | 25.16 | 25.76 | 26.36 | 27.56 | 28.75 |
| Case Manager BA | 24.50 | 25.08 | 25.66 | 26.82 | 27.99 |
| Recreologist | 21.74 | 22.53 | 23.31 | 24.87 | |
| Housing Coordinator | 22.27 | 23.08 | 23.88 | 25.46 | |
| Residential Coordinator | 20.84 | 21.60 | 22.34 | 23.83 | |
| Rehab Worker | 20.84 | 21.60 | 22.34 | 23.83 | |
| Community Developer | 20.84 | 21.60 | 22.34 | 23.83 | |
| Life Skills Teachers | 20.84 | 21.60 | 22.34 | 23.83 | |
| Night Residential Worker | 15.48 | 16.14 | 16.80 | 17.57 | |
| Relief | 15.48 | 16.14 | 16.80 | 17.57 | |
| Maintenance | 13.52 | 14.73 | 15.86 | | |
| Secretary | 17.77 | 19.03 | 20.30 | | |

Note: The Union will not be requesting Job Evaluation money.

SCHEDULE "A"

SALARY SCHEDULE

EFFECTIVE APRIL 1, 2007

| Position Title | Start | 6 Months | 1 Year | 2 Years | 3 Years |
|--------------------------------------|--------------|-----------------|---------------|----------------|----------------|
| Social Worker | 25.42 | 26.51 | 27.13 | 28.35 | 29.57 |
| Psychoeducator (to be classified) | 25.17 | 25.77 | 26.37 | 27.56 | 28.76 |
| Occupational Therapist | 25.28 | 26.14 | 27.03 | 28.76 | |
| Case Manager MA | 25.17 | 25.77 | 26.37 | 27.56 | 28.76 |
| Case Manager BA | 25.17 | 25.77 | 26.37 | 27.56 | 28.76 |
| Recreologist | 22.94 | 23.77 | 24.59 | 26.24 | |
| Housing Coordinator | 22.88 | 23.71 | 24.54 | 26.16 | |
| Residential Coordinator | 21.41 | 22.19 | 22.95 | 24.49 | |
| Rehab Worker | 21.41 | 22.19 | 22.95 | 24.49 | |
| Community Developer | 21.41 | 22.19 | 22.95 | 24.49 | |
| Life Skills Teachers | 21.41 | 22.19 | 22.95 | 24.49 | |
| Night Residential Worker | 15.91 | 16.58 | 17.26 | 18.05 | |
| Relief | 15.91 | 16.58 | 17.26 | 18.05 | |
| Maintenance | 13.89 | 15.14 | 16.30 | | |
| Secretary | 18.26 | 19.55 | 20.86 | | |

Note: The Union will not be requesting Job Evaluation money.

LETTER OF UNDERSTANDING

between

OTTAWA SALUS CORPORATION

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3942**

Re: Article 14.03

The parties agree to meet during the term of the Collective Agreement to discuss and to endeavour to agree upon how the factors listed in Article 14.03 are measured and used in the hiring process. The Hiring Procedures document dated December 1, 2000 details how the above factors are currently measured and used in the hiring process.

This letter of understanding shall be appended to and form part of the Collective Agreement. It shall expire upon renewal of the Collective Agreement which has a term from April 1, 2006 to March 31, 2008.

The Hiring Procedure Committee to review the Hiring Procedures Document.

Signed at Ottawa, Ontario this 11th day of December, 2006.

FOR THE UNION

FOR THE EMPLOYER

Original signed by

Original signed by

Denis Savard

Jean-Marc Collin

Paul Boileau

Margaret Singleton

Khalida Badhran

Martha Hynna

Dan Pike