

**FULL-TIME  
COLLECTIVE AGREEMENT**

- between -

**OPTIONS northwest**

- and -

**NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229**

Term: April 1, 2009 – March 31, 2011

**09872 (08)**

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PART-TIME ADDENDUM

THIS AGREEMENT

made this 11<sup>th</sup> day of March, 2010

between

OPTIONS northwest  
Thunder Bay, hereinafter referred to as "OPTIONS"  
OF THE FIRST PART;

- and -

NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW – CANADA), LOCAL 229

hereinafter referred to as the "Union" for and on behalf of CAW-Canada and specifically on behalf  
of the employees in the collective bargaining unit set forth in Section 2.01 (b) of Article 2 of this  
Agreement,

OF THE SECOND PART.

**ARTICLE 1**            **PURPOSE**

1.01                    The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. The Union recognizes the obligation of the employer to provide efficient service to the public pursuant to the relevant legislation and objectives of the Employer.

1.02                    It is recognized that employees covered by this Agreement undertake to work together with the Employer towards the common objective of providing the best possible service to the client of the Employer and to the public.

**ARTICLE 2**            **SCOPE AND RECOGNITION**

2.01                    Scope:

(a) Bargaining Agency: OPTIONS recognizes the Union as the sole collective bargaining agency for all its employees as defined in section (b) of this Article.

(b) The term "employee" used herein applies to the bargaining unit of all employees of OPTIONS in the District of Thunder Bay save and except supervisor, persons above the rank of supervisor, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period, office and clerical staff, professional medical staff, graduate nursing staff, undergraduate nurses, technical staff, and persons in bargaining units described in subsisting collective agreements.

Technical staff as referred to in 2.01 (b) shall include but not be limited to psychometrists, psychologists, social workers, occupational therapists, speech pathologists and behaviour analysts.

### **ARTICLE 3**                    **MANAGEMENT RIGHTS**

3.01                    Rights of OPTIONS: The Union acknowledges that it is the exclusive function of OPTIONS to manage the affairs of the corporation, subject to the provisions of the Collective Agreement.

(a) To maintain order, discipline and efficiency; to establish and alter rules and regulations to be observed by employees with reasonable notice of such alterations in the policies that affect employees in CAW-CANADA bargaining units being given to the employees and the Union; to decide on the number of employees needed by OPTIONS at any time and to decide to use improved or changed methods and equipment.

(b) To hire, transfer, promote, demote, lay off, recall, assign duties; to suspend, discipline or discharge any employee for just cause, provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance except as per Article 8.01 which specifies that a probationary employee may not grieve his/her termination or dismissal, and dealt with under the grievance procedure of this Agreement.

3.02                    All matters concerning the operations of OPTIONS which are not specifically dealt with herein shall be reserved to OPTIONS and be its exclusive responsibility.

### **ARTICLE 4**                    **DEFINITIONS**

4.01                    Definitions:

(a) "Employee" shall include only such persons coming within the scope of the bargaining unit described in Article 2.

(b) "Union Representative" shall mean an employee of OPTIONS who has completed his/her probationary period and who is duly accredited as such by the Union in writing.

(c) "Arbitration Board" shall mean a three-person Board of Arbitration as herein provided or a single arbitrator selected by OPTIONS and the Union.

(d) A "casual part-time employee" is defined as an employee who works on a "call" or "short-notice" basis, who does not make a commitment to be regularly employed, and in respect of whom there is not a predetermined schedule.

(e) "Trial period" shall be defined as a familiarization period to the job.

(f) A "regular part-time employee" is defined as an employee who makes a commitment to be regularly employed for not more than 24 hours per week, and in respect of whom there is a predetermined schedule. The part-time employee may be scheduled for additional hours when relieving for absences such as illness and vacation.

(g) A "temporary employee" is defined as an employee hired under article 11.05.

(h) "Unit Chairperson" means an employee of OPTIONS northwest who has completed his/her probationary period and who is duly accredited as such by the Union in writing and who is the ranking union official in the workplace.

4.02 Gender: For the purposes of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly, the single shall include the plural and vice versa as applicable.

## **ARTICLE 5            UNION SECURITY**

5.01 Union Dues: As a condition of employment, OPTIONS will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify OPTIONS of any changes therein and such notification shall be OPTIONS' conclusive authority to make the deductions specified.

In consideration of the deducting of Union dues by OPTIONS, the Union agrees to indemnify and save harmless OPTIONS against any claims of liabilities arising or resulting from the operation of this Article.

Dues deducted by the 15<sup>th</sup> of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

5.02 Interview System: OPTIONS agrees to notify a union representative (as designated by the union) of the times and location of the General Orientation sessions for new employees. The designated union representative who is not on duty shall be entitled to fifteen (15) minutes to provide the new employees with information on the union. However, no employee will be compelled to present himself or herself for such meeting. The employer shall not be present during the union information session.

5.03 Employee Lists: During the months of January and July, OPTIONS shall furnish the Unit Chairperson of record with revised and up to date seniority lists for regular full time, regular part time and casual employees. OPTIONS will send a copy of all seniority lists to each work location of the employer to be inserted into the union binder. Should an employee object to their standing on a seniority list, such employee shall notify the employer of their objection within 30 calendar days of the list being sent to the workplace. If no objection to the list is made, the list shall be deemed correct.

OPTIONS shall also furnish the union with a list of all names, addresses, phone numbers and wage rates of all bargaining unit employees once per year in the month of January.

5.04 Dues Check Off: The remittances of Union dues or amounts equivalent thereto which were deducted by OPTIONS from the wages of employees, will be accompanied by lists showing the names of those employees from whose wages such deductions have been made and the names of employees from whose wages no such deductions were made and the reasons why no such deductions were made.

5.05 Bulletin Board: OPTIONS shall provide a bulletin board in a suitable location at the central office for the purpose of posting notices regarding meetings and other matters pertaining to the Union and to members.

However, in the group homes, OPTIONS will provide binders for union notices regarding meetings and other matters pertaining to the Union and the members which will be kept in a central area.

Such notices must be approved by OPTIONS prior to being posted on the bulletin board or inserted in the binders. Such approval shall not be unreasonably withheld.

5.06 Members' Fund: OPTIONS northwest will deduct and submit \$12.00 to CAW, Local 229, from each CAW bargaining unit employee who is on payroll and who worked during the pay period of the deduction. OPTIONS shall not be responsible for any further deductions annually.

## **ARTICLE 6 NO STRIKE/LOCKOUT**

6.01 During the term of this Agreement, neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work against OPTIONS which shall in any way affect the operations of OPTIONS, nor shall OPTIONS or any of its officers or officials engage in any lockout of employees.

6.02 It is agreed that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties and to resort to the grievance procedure for the resolution of any complaint or grievance.

6.03 Should there be any violation of either Article 6.01 or 6.02, there shall be no discussion or negotiation of the matter in dispute between OPTIONS and the Union until normal work has resumed.

6.04 The term "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1995, Chapter 1 as amended.

## **ARTICLE 7 UNION REPRESENTATION AND COMMITTEES**

7.01 Union Representatives:

(a) OPTIONS agrees to recognize up to six (6) union representatives, one of whom shall be the unit chairperson selected from amongst both bargaining unit employees by the union for the purposes of dealing with union business as provided for under this Collective Agreement. The unit chairperson shall be the ranking union official in the workplace. Union representatives shall not leave their regular duties without first obtaining permission from their immediate supervisor, and such permission shall not be unreasonably withheld. A union representative shall not suffer any loss of earnings for time spent dealing with union matters during their regular scheduled hours, up to, but not including arbitration. The union shall keep OPTIONS notified in writing of the names of the union representatives selected under this article, as well as the terms of their appointments.

(b) Nothing in this article shall preclude full-time union representatives from representing part-time employees and vice versa.

(c) The employer shall also recognize that the workplace representatives may have the assistance of an official of the local or national union at any meeting with the employer.



7.02

Negotiating Committee:

(a) OPTIONS shall recognize a Negotiating Committee comprising up to (4) four full time and part time employees one of which shall be the unit chairperson. The union will provide the employer, in advance of negotiations, with the names of the Negotiating Committee members.

(b) The purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement.

(c) **OPTIONS agrees that the members of the Negotiating Committee shall be paid for seven and one half hours per day, regardless of the actual time spent in such meetings at their straight time hourly rate for their time spent in negotiation meetings with OPTIONS northwest up to but not including, arbitration. The work schedules of the negotiating committee members shall be re-arranged, as necessary, in order to accommodate attendance at such meetings, such that employees shall not lose scheduled hours.**

(d) The negotiating committee may have the assistance of Local or National representatives when negotiating with OPTIONS.

(e) The employer agrees not to object to how the union carries out its ratification votes.

7.03

Union/Management Committee: Where the parties mutually agree that there are matters of mutual concern that it would be beneficial to discuss at a Union/Management Committee meeting during the term of this Agreement, the following shall apply:

Two (2) Union representatives and two (2) Management representatives shall meet at a time and place mutually satisfactory. The request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed, and agreed to be appropriate for discussion by both parties which shall not include the matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement. The Committee shall determine its own procedures including whether or not other person(s) should attend a particular meeting of the Committee because of the agenda item(s) to be discussed. No Committee representatives will suffer loss of earnings for time spent during their regularly scheduled working hours in attending these meetings. The committee representative(s) shall receive their regular straight time hourly rate of pay for time spent in such meetings.

7.04

Health & Safety: OPTIONS agrees to comply with the Occupational Health and Safety Act, R.S.O. 1980, as amended which includes the obligation to maintain a Joint Health and Safety Committee.

The CAW shall be entitled to Health and Safety Committee and/or Workplace Representation, as required under the Occupational Health and Safety Act. OPTIONS shall advise the union of the number of Committee/Workplace representatives required and the Union agrees to notify OPTIONS annually with the name(s) of the employee(s) elected to serve as Health and Safety Representatives.

7.05

Prohibition of Union Activities: The Union agrees that neither it, nor its officers, agents, representatives and members will engage in Union activities on OPTIONS' time or on OPTIONS' property except as authorized by this Agreement.

## ARTICLE 8                    GRIEVANCE AND ARBITRATION

8.01                    Definition: A grievance is defined as any difference between OPTIONS and an employee or employees as to the interpretation, application, administration, or alleged violation of the Agreement. However, this shall not be construed to allow a probationary employee to grieve his/her termination or dismissal.

8.02                    Employee/Supervisor Discussion: An effort shall be made to settle grievances fairly and promptly and it is understood that an employee or group of employees has no grievance until she has first given **the supervisor to whom she feels aggrieved** the opportunity of adjusting her complaint. **The employee shall advise such supervisor of the reasons why she feels aggrieved.** The grievor(s) may have the assistance of a Union Representative if desired.

Such complaint shall be discussed with the supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to come to the attention of the employee.

Failing settlement within five (5) days it shall be taken up as a grievance within five (5) days following the supervisor's decision in accordance with the remainder of Article 8.

8.03                    **Any and all grievances** shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the Agreement which are alleged to have been violated.

At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right, upon request, to the presence of his/her Union Representative. In the case of suspension or discharge, OPTIONS shall notify the employee of this right in advance.

Where OPTIONS deems it necessary to impose an unpaid suspension or discharge an employee, and such employee has opted not to have a Union representative present, OPTIONS shall notify the Union of such suspension or discharge in writing, within three (3) days. Where such employee opts to have a union representative present during the time an unpaid suspension or discharge is imposed, there is no requirement for the employer to notify the Union in writing, however, the union shall receive a copy of any letter of unpaid suspension or termination provided to the employee.

Further, where an employee is placed off work with pay during a workplace investigation, the union and the employer agree that such period of time off work with pay shall be considered non-disciplinary.

STEP ONE:                    The employee shall submit the grievance, in writing, and signed by her, to the supervisor by whom the employee feels aggrieved. The employee may be accompanied by a Union representative. The supervisor will deliver her decision in writing to the Union Representative within five (5) days following the day on which the written grievance was presented to her. Failing settlement then:

STEP TWO:                    Within five (5) days following the decision under Step one, the grievance shall be submitted in writing to the Executive Director of OPTIONS or the designated OPTIONS representative.

A meeting will then be held between the Executive Director or the designated OPTIONS representative and the designated Union representative who may be accompanied by a general representative of the Union, within **ten (10)** days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.

The decision of OPTIONS shall be delivered in writing to the Union Representative within ten (10) days following the date of such meeting.

8.04 Group Grievance: Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving to the Executive Director or a designated OPTIONS representative the within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.05 Policy Grievance: A complaint or grievance arising directly between OPTIONS and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby by-passed.

Where the grievance is an employer grievance it shall be filed with the Union Representative.

8.06 Discharge Grievance: If an employee, who has completed her probationary period, claims that he/she has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union Representative, or by the Union Representative at Step 2 of the grievance procedure to OPTIONS within five (5) days following the date the discharge is effective.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming OPTIONS' action in discharging the employee, or
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost.
- (c) any other arrangement which may be deemed just and equitable.

8.07 Failing settlement under the foregoing procedure, any grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

8.08 All agreements reached, under the grievance procedure, between the representatives of OPTIONS and representatives of the Union will be final and binding upon OPTIONS, the Union and the employee(s).

8.09 When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint its

nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a chairperson of the Arbitration board. If they are unsuccessful in agreeing upon such a chairperson within a period of ten (10) days of the appointment of the second nominee, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

8.10 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

8.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

8.12 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

8.15 Saturdays, Sundays and holidays are not to be counted in the time limits as set out in this Article.

8.16 Wherever Arbitration Board is referred to in the Agreement, the parties hereto may mutually agree in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## **ARTICLE 9 PROBATIONARY PERIOD & SENIORITY**

9.01 Probationary Period: A new full-time employee will be considered on probation until he/she has completed 60 days of work within any twelve calendar months. Upon completion of the probationary period he/she shall be credited with seniority equal to 60 working days. With the mutual written agreement of OPTIONS, the probationary employee, and a representative from the Union office, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or Arbitration and is at the sole discretion of OPTIONS.

9.02 Seniority as referred to in this Agreement shall mean length of continuous service in the employ of OPTIONS.

Where two (2) or more employees commenced work on the same day, they shall have the same seniority date. In the event of the need for a tiebreaker, the more senior employee shall be determined by alphabetical order of the legal surname.

Layoff and recall rights of regular full-time employees shall be separate and apart from regular part-time employees. Seniority lists of regular full-time employees, regular part-time employees and casual part-time employees shall be separate and apart.

Seniority will operate on a bargaining unit wide basis.

9.03                    Loss of Seniority: An employee shall lose all seniority if his/her employment is terminated. An employee shall be terminated if:

- (a) employee quits;
- (b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- (c) an employee is absent from work without providing a satisfactory reason.
- (d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (e) employee has been laid off for twenty-seven (27) months;
- (f) (i) within five (5) calendar days after receiving a notice of recall, the employee fails to signify his/her intention to return to work.  
  
(ii) the employee fails to report to work within ten (10) calendar days after he/she has received notice of recall.
- (g) employee is absent due to illness or disability which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

This clause will be interpreted consistent with the provisions of the Ontario Humans Rights Code R.S.O. 1990, as amended.

- (h) a casual employee relocates her residence so as to make herself unavailable for work.
- (i) a casual employee has been **unavailable to work a minimum of two (2) shifts every two months**, after being requested to do so, or does not maintain mandatory training as required.

9.04                    Effect of Absence:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by OPTIONS, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that OPTIONS will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.S.I.B. benefits. OPTIONS will continue to pay its share of the premiums for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave and for a period of up to thirty-five (35) weeks while on parental leave for a birth mother and up to thirty-seven (37) weeks while on parental leave for a natural or adoptive parent who has not taken maternity leave. Service shall accrue for the initial seventeen (17) weeks from the commencement of the leave if an employee is on maternity leave and for up to thirty-five (35) weeks while an employee is on parental leave for a birth mother, and up to thirty-seven (37) weeks while on parental leave for a natural or adoptive parent who has not taken a

maternity leave. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

(c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue in accordance with the Employment Standards Act during maternity and parental leave, or for a period of thirty (30) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits, for a period of twenty-four (24) months if an employee's unpaid absence is due to an illness.

## **ARTICLE 10 LAY OFF AND RECALL**

10.01 (a) Notice to Union: There shall be at least six (6) months notice to the Union in the event of a proposed layoff of a permanent or long term nature.

Note: Permanent or long term shall be defined as a period of time that exceeds the definition of "Temporary Layoff" in accordance with the Employment Standards Act.

(b) Employees: Casual part-time employees shall not be subject to layoff and recall. Layoff and recall rights of regular full-time employees shall be separate and apart from regular part-time employees.

In the event of a layoff of a permanent or long-term nature, OPTIONS will provide affected employees with two (2) weeks notice for each year of service, to a maximum of sixteen (16) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

(c) Staff Planning Committee: With respect to the development of any plan that will directly cause or result in the layoff, loss of seniority or service to employees in the bargaining unit, the Unit Chairperson shall be involved in the planning process and the staff planning committee will be activated.

Two (2) employee representatives and two (2) OPTIONS' representatives shall meet at a time and place mutually satisfactory. The Committee shall determine its own procedures including whether or not other person(s) should attend a particular meeting of the Committee because of the agenda item(s) to be discussed.

10.02 In all other cases of layoff, OPTIONS shall give each employee in the bargaining unit who has acquired seniority two (2) weeks notice provided, however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

10.03 In the event of lay off, OPTIONS shall lay off employees in the reverse order of their seniority, providing that there remain on the job employees who then have the ability to perform the work.

10.04 An employee who is subject to layoff shall have the right to either:

(a) accept the lay off; or

(b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay off can perform the duties without training other than orientation.

Such employee will start in the new classification at the rate closest but not greater than the employee's current rate. The employee who is displaced shall be laid off subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated OPTIONS representative within five (5) working days (excluding Saturday, Sunday and holidays) following the notification of lay off. Employees failing to do so will be deemed to have accepted the lay off.

10.05 An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days.

An employee who has been offered such temporary employment shall not be required to accept such employment and may instead remain on layoff. Recall procedures shall not apply to temporary vacancies.

In addition, permanent full-time and permanent part-time employees on layoff who have recorded their interest for accepting incidental shifts of less than ten (10) working days in writing with his/her supervisor, shall be offered any available shifts before casual part-time employees.

10.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs .03, 04 and .05 above, OPTIONS shall not act in an arbitrary or unfair manner.

10.07 An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within one (1) year of being recalled, provided he remains qualified to perform the duties of his former position.

10.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify OPTIONS of their intention to do so, in accordance with .09 below, or have been found unable to perform the work available.

10.09 It is the sole responsibility of the employee who is being recalled to notify OPTIONS of her intention to return to work within five (5) calendar days of her intention to return to work after being notified to do so by registered mail, addressed to the last address on record with OPTIONS (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days of receiving such notification. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with OPTIONS.

10.10 Where the employee fails to notify OPTIONS of her intention to return to work in accordance with the provisions of Paragraph .09, she shall lose all seniority and be deemed to have quit the employ of OPTIONS.

10.11 In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

10.12 A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.

10.13 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

10.14 Any agreement reached between OPTIONS and the Union concerning the method of implementing layoffs will take precedence over other terms of lay off in this Agreement.

## **ARTICLE 11            JOB POSTING**

11.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by OPTIONS, such vacancy shall be posted by OPTIONS for a period of five (5) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period. OPTIONS may advertise externally, simultaneously with the internal posting process, however, such applicants shall not be considered until the internal posting process is exhausted.

OPTIONS shall have the right to fill any vacancy on an interim basis until the posting process or filling of temporary vacancies process has been complied with and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.

11.02 The postings referred to in Article 11.01 shall stipulate the qualifications, classification, wage rate or range, current assigned primary location and shifts required, and a copy shall be provided to the Unit Chairperson.

11.03 Employees shall be selected for positions under Article .01 on the basis of seniority\* provided that the employee has the skill, ability and qualifications to perform the work given the usual home specific orientation. The name of the successful applicant will be distributed to each area of assignment to be inserted into the Union binder.

\*Seniority shall apply as follows:

- full-time postings: to full time, then to part time, then casual part time
- part-time postings: to part time, then to full time, then casual part time

11.04 Temporary Vacancies: Temporary full-time vacancies which are not expected to exceed six (6) months will not be posted and may be filled at the discretion of the Employer.

In filling such vacancies, consideration will be given as follows:

- (a) part-time employees within the primary area of the vacancy who have expressed interest first,
- (b) part-time employees within the supervisor's areas of the vacancy who have expressed interest second,
- (c) part-time employees who have expressed interest to Human Resources third.

1. Part-time employees interested in working temporary full-time positions within the homes supervised by her supervisor, will express interest in writing to the supervisor, which will be valid from the time received by the supervisor until the end of the calendar year, unless withdrawn by the employee.



2. Part-time employees interested in working temporary full-time positions within other areas of the Employer, must submit an "Application to Transfer" to Human Resources (one application per area). Each time the employee is offered or accepts a temporary vacancy, or is otherwise unavailable, her application shall be removed from the "Application to Transfer" file. As well, applicants who do not receive a temporary offer by December 31<sup>st</sup> of the year in which the application was submitted, will be required to submit a new application the following year.
3. The supervisor shall maintain a rotating list of employees within each primary area of assignment. Each time the employee is offered or accepts a temporary vacancy, or is otherwise unavailable, her name shall rotate to the bottom of the list, regardless of the length of the vacancy. If the supervisor is unable to fill using (a) above, she will access a rotating list from her other areas, as in (b) above. If the supervisor is still unable to fill the vacancy, she shall access the file from Human Resources, where the criteria for selection in .03 shall apply.

Lists: For purposes of (a) and (b) above, initially each primary area's list shall be in seniority order, the first offer starting with the most senior and then through the list on a rotational basis.

Extensions of Temporary Vacancies:

- a) Where a temporary vacancy has been filled in accordance with 11.04, the same employee may remain in the vacancy for up to six (6) months. This six (6) month period may be extended by mutual agreement between the Union and the Employer.
- b) Once a temporary vacancy extends beyond six (6) months and there is no agreement to extend the placement of the initial employee, the temporary vacancy shall be refilled in accordance with this Article for a period of up to six (6) months.
- c) If a temporary vacancy continues for more than twelve (12) months (6 months in (a) and 6 months in (b)), it shall be posted in accordance with 11.01 unless extended by mutual agreement between the Union and the Employer.

Employee Status: Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment, the employee will return to his/her former position.

Needs: The hours of the employee selected to fill the vacancy will be considered "needs" and the supervisor may cover these needs by utilizing her regular part-time staff.

Temporary Employees: Where OPTIONS is unable to fill a vacancy from existing staff, employees may be hired for a specific term, not to exceed six (6) months, to replace an employee on leave or to perform a special non-recurring task. The Union will be notified as to the nature of the leave of absence or special non-recurring task for any temporary employees hired to fill bargaining unit vacancies. This term may be extended to further six (6) months on mutual agreement of the Union, the employee and OPTIONS. Where the employment exists to replace an employee on leave, the period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of grievance or arbitration.

OPTIONS will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special considerations relating to such employment.

Note: **Seniority hours accumulated by temporary employees will be used only for the purposes of determining an hourly rate of pay with respect to experience pay credit (where applicable), and in calculating vacation pay.** Seniority hours will not be used for purposes of applying on job postings in competition with permanent bargaining unit employees. Temporary employees will not appear on a seniority list.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his/her probation period will be credited with the appropriate seniority accumulated during the term of their current term of employment to the date of obtaining a permanent position.

11.05 The successful applicant will be placed in the vacancy for a period not exceeding twenty-five (25) working days and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he/she is unable to perform the duties of the vacancy to which he/she is posted, the employee will be returned to his/her former position at his/her former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.06 Successful applicants and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed. This Article shall not apply in the case of a permanent or temporary promotion. Promotion shall include any movement of an employee that results in an increase in wage rate or movement from casual to part time or part time to full time.

11.07 An employee wishing to transfer from his/her current primary assigned location after a period of two (2) consecutive years working in that same location, may complete an "Application to Transfer" form and submit to Human Resources. Where OPTIONS determines, based on its need, the needs of the clients and of the employee making the request, a permanent transfer may be affected. If a transfer does not occur within the calendar year, a new application form must be completed for consideration the following year.

The Employer will review all "Applications to Transfer" (for permanent transfer) in accordance with Article 11.03 to determine suitable candidates for mutual transfer. If, however, there are not any requests for transfer to draw from the employer shall ensure any movement will be mutually agreed to between the transferring employees, the employer and the union.

If an employee at his/her own request is transferred to another classification, the employee shall immediately be paid the rate closest but not greater than the employee's current rate.

This clause shall not supersede the Job Posting process set forth in Article 11.01 – 11.06, nor Article 3 – Management Rights.

11.08 Transfer of Service and Seniority: An employee whose status is changed from full time to part time shall receive credit for his/her full service and seniority. An employee whose status is changed from part time to full time shall receive credit for seniority and service on the basis of one (1) year equals 1725 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting period or other requirements of those plans.

Employees will be credited with the service and seniority they have accumulated since their last date of hire with their employer. Service and seniority dates shall never precede original dates of hire.

11.09 Transfer to Positions Outside of the Bargaining Unit: An employee who is transferred to a position outside of the bargaining unit for a period of up to six (6) months shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. This term may be extended up to a further six (6) months on mutual agreement of the Union, employee and OPTIONS.

11.10 Transfer at Instance of Corporation: If at the instance of the Corporation an employee is transferred to another classification carrying a rate in a lower range, the employee shall not suffer thereby a reduction in rate of pay.

11.11 Promotion to a Higher Classification: An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he/she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his/her previous classification (provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted).

11.12 Temporary Transfer: When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, for a period in excess of one-half of a shift, he/she shall be paid the rate immediately above his/her current rate in the higher classification to which he/she was assigned from the commencement of the shift on which he/she was assigned by job.

## **ARTICLE 12 NO CONTRACTING OUT**

OPTIONS shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out a layoff or reduction in hours of any employees result from such contracting out.

## **ARTICLE 13 WORK OF THE BARGAINING UNIT**

13.01 Work of the Bargaining Unit: Employees excluded from the bargaining unit shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

13.02 (a) Volunteers shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service, or reduction in benefits to employees in the bargaining unit.

(b) Where OPTIONS plans a drive to increase the number of volunteers, the Union shall be given reasonable notice. A meeting of the Union/Management Committee may be convened if either party so desires to discuss the volunteer drive.

## **ARTICLE 14 TECHNOLOGICAL CHANGE**

14.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

14.02 Where OPTIONS has decided to introduce a technological change which will result in the displacement of an employee within the bargaining unit, OPTIONS undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employee concerned.

14.03 Where new or greater skills are required, as a result of technological change, affected employees shall be given a period of training, with due consideration being given to the previous educational background. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

14.04 Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

14.05 Employees who are pregnant shall not be required to operate VDTs. At their request, the Employer shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee relocated. The determination of the appropriate alternative work shall be at the discretion of the Employer and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

14.06 Each employee required to use a VDT more than four (4) hours per day, shall be given eye examinations at the beginning of employment or assignment to VDT's and every twelve (12) months thereafter. The eye examination shall be paid for by OPTIONS where not covered by Ontario Health Insurance Plan.

## **ARTICLE 15 LEAVES OF ABSENCE**

### **15.01 Bereavement Leave:**

(a) An employee who notifies OPTIONS as soon as possible following a bereavement shall be granted **up to five (5) consecutive days off** without loss of his/her regular pay for his/her scheduled hours, in conjunction with the day of the funeral for a parent, brother, sister, spouse, common-law spouse, same sex partner, son, daughter, or step-child.

(b) An employee who notifies OPTIONS as soon as possible following a bereavement shall be granted up to three (3) consecutive days off without loss of his/her regular pay for his/her scheduled hours, in conjunction with the day of the funeral for a member of his/her immediate/foster family. "Immediate/foster family" means son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, step-parent, step-brother or step-sister. Where an employee does not qualify under the above-noted conditions, OPTIONS, in its discretion, may extend such leave with or without pay.

(c) An employee who notifies OPTIONS as soon as possible following a bereavement shall be granted one (1) day off without loss of his/her regular pay for his/her scheduled hours, to attend the funeral of his/her aunt, uncle, niece or nephew.

(d) An employee may request one (1) additional bereavement day where she is required to travel for a period of four (4) hours or more one way.

### **15.02 Education Leave:**

(a) If required by the employer, an employee shall be entitled to leave of

absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

(b) The employer will endeavour to post notice of training courses at the central office and in binders at the group homes which he/she receives that may be of interest to the employees. The posting of such notice does not imply that the employer endorses, sponsors, or will in any way compensate any employee to attend.

(c) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

(d) A leave of absence, without pay, to take further education related to the employee's work with OPTIONS may be granted upon written application by the employee to the administration of OPTIONS. It is the sole discretion of the employer to determine whether or not the leave will be granted, however, such leave shall not be unreasonably withheld. (Also refer to 16.05 scheduling).

15.03                    Jury and Witness Duty: If an employee is required to serve as a juror in any Court of Law, or is required to attend as a witness in a Court proceeding in which the Crown is a party, or is required by Subpoena to attend a Court of Law or coroner's inquest in connection with a case arising from the employee's duties at OPTIONS, the employee shall not lose regular pay because of such attendance provided that the employee:

(a) notifies OPTIONS immediately on the employee's notification that he/she will be required to attend at court;

(b) presents proof of service requiring the employee's attendance;

(c) deposits with OPTIONS the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required in connection with a case arising from the employee's duties at OPTIONS by subpoena to attend a Court of Law or coroner's inquest, on her regularly scheduled day off, or during a different shift than she is scheduled to work that day, OPTIONS will attempt to re-schedule the employee's day off or the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where OPTIONS is unable to re-schedule the employee and, as a result, she is required to attend during other than her regularly scheduled paid hours, she shall be paid for all hours actually spent at such hearing at time and one-half her regular straight time hourly rate subject to (a), (b) and (c) above.

15.04                    Pregnancy Leave:

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, unless otherwise amended.

(b) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave or her request for leave together with her expected date of return. At such time she shall also furnish OPTIONS with her doctor's certificate as to pregnancy and expected date of delivery.

(c) An employee on leave as set out above who applies for and is in receipt of Employment Insurance Maternity Benefits pursuant to Section 18 of the Employment Insurance

Act, shall be paid a supplemental unemployment benefit. The benefit level under the SUB Plan will be the equivalent to the difference between eighty percent (80%) of the employee's regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following the completion of the two week employment insurance waiting period, and receipt by OPTIONS of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The employee does not have any vested right except to receive payments for the covered unemployment period. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

The plan is financed through OPTIONS' operating budget and the SUB payments will be kept separate from payroll records.

Note: The parties agree that such SUB payments will be made in accordance with such requirements and approval processes as may be set out by Human Resources and Skills Development Canada.

(d) Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue during the entire period of the pregnancy leave. (Refer to Article 9.04)

(e) Credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue during the entire period of the pregnancy leave. (Refer to Article 9.04)

(f) OPTIONS will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating during the entire period of the pregnancy leave.

(g) The employee shall reconfirm her intention to return to work on the date originally provided by OPTIONS by written notification to be received by OPTIONS at least two weeks in advance thereof.

(h) Subject to any changes to the employee's position which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same primary area of assignment and at the same rate of pay.

#### 15.05 Parental Leave:

(a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, unless otherwise amended.

(b) For the purposes of this article, a parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

(c) The employee shall give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.

(d) An employee on leave as set out above who applies and is in receipt of Employment Insurance Maternity Benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. The benefit level under the SUB Plan will be equivalent to the difference between eighty percent (80%) of the employee's regular weekly

earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week employment insurance waiting period, or immediately following pregnancy benefits and receipt by OPTIONS of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The employee does not have any vested right except to receive payments for the covered unemployment period. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

The plan is financed through OPTIONS' operating budget and the SUB payments will be kept separate from payroll records.

NOTE: The parties agree that such SUB payments will be made in accordance with any such requirements and approval processes as may be set out by Human Resources and Skills Development Canada.

(e) An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the total parental leave to be taken for a period of up to 52 weeks duration, consideration being given to any requirements of adoption authorities. Written notice by the employee to extend the parental leave will be given at least two (2) weeks prior to the termination of the initially approved leave.

(f) Credit for service for purposes of salary increment, vacation entitlement, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue in accordance with the Employment Standards Act. (refer to article 9.04)

(g) In addition, credit for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue in accordance with the Employment Standards Act. (refer to article 9.04)

(h) OPTIONS will continue to pay its share of the premiums of the subsidized employee benefits, in which the employee is participating during the entire period of the parental leave.

(i) The employee's intention to return to work on the date originally provided to OPTIONS shall be reconfirmed by written notification at least two weeks in advance thereof.

(j) Subject to any changes to the employee's position which would have occurred had the employee not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same primary area of assignment and at the same rate of pay.

15.06 Full-time Union Office: Upon application by the Union, in writing, OPTIONS shall grant a leave of absence to an employee elected or appointed to full time CAW union office leave for up to three years. The union will be required to submit the application to the employer with at least one month's notice prior to the start of the proposed leave. The union agrees that such leave cannot commence until such time as the employer has made arrangements to replace the employee as may be required. One month prior to the completion of the leave, the employee will confirm the return to work date in writing with the employer. During such a leave of absence, salary and benefits shall be kept whole by the employer and the union agrees to reimburse the employer of such salary and for the employer's contributions to such benefits and those contributions required by law. Employees on such leave agree to submit a timesheet to the employer on a weekly basis and maintain contact with the employer to the extent necessary in

order to allow salary and benefits to be kept whole. The employee and the union agree that any paid time accumulated/accrued during such leave will be taken by the employee prior to the end of the leave/return to the employee's position. At the end of such leave, the employee will return to his former position as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Any employee hired shall be terminated and such termination will not be subject to the grievance and arbitration procedure.

15.07 Union Leave:

(a) OPTIONS shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of OPTIONS.

(b) In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to OPTIONS.

(c) Leave of absence for union leave will not be granted:

- (i) to more than six employees (combined bargaining units) at the same time
- (ii) for more than two consecutive weeks,
- (iii) for a cumulative total exceeding fifty-five (55) days for all employees of both bargaining units. The cumulative total shall not include leave for negotiations or O.H. & S. Committees.

(d) In addition to the leave of absence set out above, members of the Union Executive Board and/or Council employed by OPTIONS will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per calendar year, subject to the conditions set out above, for the purpose of attending Executive and/or Council meetings.

Note: This leave is limited to a maximum of two (2) OPTIONS employees at the same time, with the total number of days for both employees not exceeding ten (10).

(e) OPTIONS will pay the regular salary to the employee and bill the Union for the time. Time spent on approved union leave during regularly scheduled hours will be coded as union leave and paid out by OPTIONS and the union will be billed for all such time paid plus 10% to assist in offsetting benefit costs.

15.08 Personal Leave: OPTIONS may grant leave of absence without pay to an employee. Request for leave of absence shall be made in writing to the employee's immediate supervisor.

15.09 Family Leave: An employee may be granted up to seven and one half (7.5) hours leave of absence with pay to attend to an immediate family member (immediate family member as defined in 15.01 (a) who is seriously ill). NOTE: The employee is to notify her supervisor immediately when such time is requested. This 7.5 hours shall not be accrued and/or carried over from one calendar year to the next. An employee may request one (1) additional Family Leave day where she is required to travel for a period of four (4) hours or more one way to accompany an immediate family member (as defined in 15.01 (a)) to an out of town medical appointment.

**ARTICLE 16 HOURS OF WORK**

16.01 Daily and Weekly hours of Work:

(a) The following paragraphs and sections are intended to define the normal



hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

(b) During the changeover to accommodate daylight savings time to standard time and vice versa, employees shall be paid for those hours that they work. Overtime will not be paid as a result of this article.

(c) The normal hours of work per shift for all employees shall consist of seven and one-half consecutive hours. The normal hours of work per shift for Residential Counsellors when required to work the 10-hour midnight shift shall consist of 10 consecutive hours. All employees will be allowed one half-hour meal break after a period of five consecutive hours of work without deduction in pay.

(d) For the purposes of this Agreement, OPTIONS workweek commences at 0001 a.m. on Saturday. The workday shall be a period of twenty-four hours commencing at 0001 a.m. of the operation as scheduled by OPTIONS.

(e) Attendance at regular scheduled in-services and staff meetings shall be voluntary unless made mandatory by the employer.

When the employer is requesting staff attendance at in-services, the employee shall be paid his/her wages at the straight time hourly rate for the actual time spent at such in-service and subject to the note below, Article 17, premium payment will not apply. **Employees who attend in-services and staff meetings prior to the start of their shift or, as an extension of their shift shall be paid his/her wages at the straight-time hourly rate for the actual time spent at such in-service/staff meeting. Such extension of a shift or additional hours worked prior to the start of a shift shall not exceed four (4) hours in duration for purposes of in-services/staff meetings.**

**Where the employer requires staff attendance at a full day in-service or staff meeting, the employee's schedule shall be posted so that such employee shall not be scheduled to rotate from a Night shift on to a Day shift, nor from a Day shift on to a Night shift.**

When the Employer is requesting staff attendance at staff meetings, employees shall have the option of electing payment at the straight time hourly rate of pay or time off equivalent to the applicable straight time hourly rate of pay for actual time spent in such meetings, and subject to the note below, Article 17, premium payment will not apply. Lieu time earned from attending mandatory staff meetings and for working approved overtime, as per Article 17.05 will be subject to an accumulated total of thirty-seven and one half (37.5) hours, and must be taken within the fiscal year in which it is earned or payment of outstanding lieu time will be made prior to the end of the fiscal year.

NOTE: Where emergencies or extenuating circumstances cause the employer to call a mandatory in-service or staff meeting with less than five (5) calendar days notice, such in-service or staff meeting shall be subject to Article 17 (Premium Payment).

If an employee is required to leave his work site to attend an in-service at another location, the employee may submit a mileage claim.

(f) ten-hour midnight shifts may be implemented in a group home upon mutual agreement between the Union and OPTIONS. The initial implementation shall be for a 3-month trial period. At the end of the 3-month trial period, the implementation shall be permanent unless either the employer or the Union notifies the other of their desire to terminate the 10-hour shifts.

16.02 Rest Periods:

(a) All employees will be allowed two rest periods per full shift of fifteen minutes duration each, without deduction in pay.

(b) When an employee performs authorized overtime work of at least three (3) hours duration, OPTIONS will schedule a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts: In the cases where employees are required to rotate on the day, afternoon, evening and/or night shifts, OPTIONS will endeavour to schedule shifts such that there will be a minimum of fourteen (14) hours between the end of the shift and the beginning of the next shift and thirty-one (31) hours if there is one day off and of fifty-five (55) hours if there are two days off except where OPTIONS accedes to the wishes of employees and alters this scheduling of hours with the consent of the Union.

16.04 Weekends Off: In scheduling shifts OPTIONS will endeavour to arrange schedules so as to provide for a minimum of one (1) weekend off in every three (3) week period. Where a weekend off is not granted within a three (3) week period, time worked on such third weekend but not subsequent weekends shall be paid at the rate of time and one-half unless OPTIONS, notwithstanding its best efforts, was unable to meet this standard. This standard shall not apply where:

- (i) such weekend work was performed by the employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work, or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee, or

It is understood and agreed that there shall be no pyramiding of overtime premiums under the provisions of the Collective Agreement arising out of the foregoing undertaking.

The foregoing shall have no application where other scheduling arrangements are provided acceptable to the Employer and the employees affected and approved by the Union.

16.05 Scheduling: Four week schedules for work shall be posted not later than two (2) weeks in advance of the commencement of the schedule, except that the Christmas schedule shall be posted by November 15<sup>th</sup> of each year. The scheduling objectives contained in .03 and .04 of clause 16 may be waived during the period of December 15<sup>th</sup> to January 5<sup>th</sup>. **Requests for specific days off are to be submitted in writing to the supervisor with as much advance notice of the requested day off as possible. The supervisor must have a minimum of seven full days in order to fulfill the request, pending coverage. The supervisor must be in receipt of the written request at least seven calendar days in advance of the requested day off.** Any approved requests shall not be rescinded without mutual agreement between the employee and the supervisor. **Requests received with less than seven days notice of the requested day off shall not be considered.**

It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees so that their scheduled hours of work do not coincide with their attendance at work related courses or seminars.

Averaging of Hours: The Employer and the Union agree to implement averaging of hours which means employees may work more than seventy-five (75) hours within one (1) pay period, but in no case shall they work more than seven-hundred and fifty (750) hours over ten (10) pay periods.

16.06 Exchange of Shifts: Requests for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange shifts with the employee in the same classification requesting the change. Any such change in a scheduled shift initiated by the employee and approved by the employer shall not result in overtime payment.

16.07 Reporting Pay: Subject to the note below, employees who report for any scheduled shift, will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours. NOTE: Employees can be scheduled to attend inservices and staff meetings for less than four (4) hours and payment will be made in accordance with the hours attended. The reporting allowance outlined herein shall not apply whenever an employee has received at least one (1) hour notice not to report for work.

## **ARTICLE 17      PREMIUM PAYMENT**

17.01 Definition of Straight Time Rate of Pay: For the purposes of calculating any benefit or money payment under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Wage Schedule "A" of this Agreement.

17.02 Definition of Overtime (Overtime Premium)

(a) Overtime must be approved by the supervisor.

(b) Authorized time worked in excess of the seven and one-half (7-1/2) hours per day (day as defined in 16.01 (d), or the normal bi-weekly hours of OPTIONS shall be paid at the rate of one and one-half (1-1/2) times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two employees where approved by OPTIONS.

Employees who work 10-hour midnights:

Employees shall be entitled to payment of time and one half the employee's basic straight time hourly rate for all authorized overtime work in excess ten (10) hours for a 10-hour midnight tour of duty, or in excess of the normal bi-weekly hours of work for Residential Counsellors required to work the 10-hour midnight shift, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two employees where approved by OPTIONS.

(c) It is understood and acknowledged that OPTIONS has the right to require employees to perform overtime on a reasonable number of occasions

**(i) Opportunity for approved overtime hours that arises two (2) hours or less prior to the start of the shift will be offered by seniority to Full time, then Part-time then Casual employees working in the group home at the time, then to employees expected to be coming onto the shift that follows the overtime shift then offered by seniority to full time employees assigned to the group home, then by seniority to part time employees assigned to the group home, then by seniority to casual employees assigned to the group home.**

**(ii) Opportunity for authorized overtime that arise greater than two (2) hours prior to the start of the shift will be offered by seniority to full**

time employees assigned to the group home, then by seniority to part time employees assigned to the group home, then by seniority to casual employees assigned to the group home.

The Union understands the employer's need to fill overtime shifts in a timely manner and as such agrees that the shift to be filled will not be held awaiting response. The union further agrees that the employer has the right to offer overtime in a cost effective manner to the employee who will incur the least amount of overtime.

The union and the Employer agree that employees who are working a night shift will not normally be asked to work a day shift as overtime, regardless of seniority. The Union agrees that employees on approved time off (i.e. Vacation) will not be called in for overtime.

(d) The overtime premium at the rate of one and one half times the employee's basic hourly straight time rate of pay shall not be paid more than once for any hour worked, nor shall the overtime premium be applied on any other premiums under this agreement.

17.03                    Shift Premium: Employees shall be paid a shift premium of forty-five cents (\$.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. **Effective April 1, 2009, employer agrees to increase shift premium by 5 cents/ hour from \$0.45 to \$0.50. Effective April 1, 2010, employer agrees to increase shift premium by 5 cents/hour from \$0.50 to \$0.55.**

17.04                    Responsibility Outside the Bargaining Unit: When an employer temporarily assigns an employee to a higher paying classification outside of the bargaining unit for a period in excess of one-half of one (1) shift, the employee shall receive \$1.50 per hour responsibility pay for each hour she is assigned to the shift.

17.05                    Overtime – Lieu Time:

(a) Employees who work overtime will not be required to take time off during regular hours to offset overtime work.

(b) Where an employee has worked and accumulated approved overtime hours, such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time will be allowed to be accumulated to a maximum of 37.5 hours in total at one time. Such time off must be taken at a time mutually agreeable to OPTIONS and the employee within the fiscal year in which it is earned, or payment in accordance with the former option shall be made.

17.06                    Paid Time to Working Time: Time paid by OPTIONS for bereavement leave, sickness, paid holidays and paid vacation, is to be recognized as time worked for the purpose of calculation of overtime.

17.07                    Call-In Pay: Where an employee is called in to work a regular shift less than two (2) hours prior to the commencement of the shift, and arrives within one (1) hour of the commencement, then she will be paid for a full shift provided that she works until the normal completion of the shift.

## **ARTICLE 18**            **ALLOWANCES**

18.01                    Meal Allowance: When an employee takes a client on an excursion which involves a meal period for both the client and the employee, OPTIONS shall pay the employee a meal allowance to a **maximum of ten dollars (\$10.00)** provided such excursion and meal period was approved in advance by the employee's supervisor and receipts are submitted.

Where an employee is required to work overtime 3 or more hours as an extension of his/her normal shift, provision will be made for a hot meal, or if provisions for a hot meal are unable to be made, he/she may claim the meal allowance, and consequently, the employer shall pay **ten dollars (\$10.00)**.

18.02                    Mileage Allowance: The employer shall pay a mileage allowance to the maximum amount per kilometer approved by the Ministry of Community and Social Services, when an employee is required by OPTIONS to utilize their personal vehicle for approved OPTIONS' business.

## **ARTICLE 19**            **HEALTH AND SAFETY:**

19.01                    Accident Prevention – Health and Safety Committee:

(a) The employer and the Union agree that they mutually desire to maintain standards of safety and health in OPTIONS in order to prevent accidents, injury and illness.

(b) OPTIONS recognizes its responsibilities under the Occupational Health & Safety legislation and will comply accordingly.

(c) In accordance with the Occupational Health and Safety Act the Employer shall provide a copy of the Act in each workplace. The Act states the parties' responsibility to establish committees and their guidelines.

(d) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

(e) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 15.04.

19.02                    Where OPTIONS identifies high-risk areas where employees are exposed to Hepatitis B, OPTIONS will provide, at no cost to the employee, a Hepatitis B vaccine.

19.03                    Immunizations

a) All employees agree to provide the Employer with ongoing Immunization Records, as required under the Developmental Services Act.

b) Influenza vaccinations are beneficial for clients and staff. As such, all employees are strongly encouraged to obtain annual flu vaccinations, as recommended by the National Advisory Committee on Immunization.

## **ARTICLE 20**            **PAID HOLIDAYS**

20.01                    OPTIONS recognizes the following days as paid holidays:

- New Year's Day
- **Family Day**

- Good Friday
- Victoria Day
- **Canada Day (July 1<sup>st</sup>)**
- Civic Holiday (first Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

20.02 In order to qualify for each paid holiday, an employee must work his last scheduled shift immediately prior to or his first scheduled shift immediately following the paid holiday. Further, an employee who fails to work such shifts must show reasonable cause for such failure in order to qualify for the paid holiday.

(a) An employee who qualifies and is required to work on such paid holidays shall be paid at a rate of time and one-half. In addition to the foregoing, any full-time employee who works on a paid holiday shall be given time off in lieu equal to the number of hours worked on the paid holidays. The employee will have the option of requesting the lieu time in accordance with Article 20.07 or receiving compensation at straight time for all hours worked.

(b) The employee may be assigned the paid holiday off. All assigned paid holidays off shall be at 7.5 hours.

(c) An employee who is absent due to illness on a paid holiday after being scheduled to work, will receive sick pay for that day and forfeit the paid holiday.

(d) An employee who is absent for any reason other than illness or approved leave of absence on a paid holiday after being scheduled to work forfeits all pay for that day.

(e) An employee who qualifies to receive pay for any holiday will not be entitled, in any event of illness, to receive holiday pay in addition to sick pay in respect of the same day.

20.03 Where a paid holiday falls on an employee's regularly scheduled day off, it shall be deemed to be the paid holiday at seven and one-half (7-1/2) hours and the regularly scheduled day off at seven and one-half (7-1/2) hours will be scheduled on another day within the pay period. Requests for change to the scheduled day off shall be made in accordance with Article 16.05.

20.04 If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off within the requested vacation period.

20.05 OPTIONS will schedule employees off work for not less than three consecutive days at either Christmas or New Years. OPTIONS will endeavour to give Christmas Eve off with Christmas Day and New Year's Eve off with New Year's Day. Employees may request to work both Christmas and New Years and shall take lieu hours in accordance with Article 20.07.

20.06 (a) Each employee who has completed his/her probationary period shall be entitled to two (2) floating holidays (which are not premium days) with regular pay, on an annual basis.

(b) In the event that Heritage Day or some other day is proclaimed as a Statutory Holiday by the Government of Ontario (other than those listed in paragraph 20.01 above), such day shall be substituted for one of the floating holidays.

20.07                   Lieu time earned by working the paid holidays identified in Article 20.01 shall be scheduled on mutual agreement in accordance with Article 16.05 between OPTIONS and the employee within the six (6) months of having earned such lieu time. Failing agreement to schedule the earned lieu time within six (6) months, the employer shall, at its discretion, assign the lieu time off.

## **ARTICLE 21                   VACATIONS**

21.01                   Entitlement and Calculation of Payment: Employees shall receive vacations with pay according to length of service as follows:

                          An employee who has completed less than one (1) year of continuous service as of June 30<sup>th</sup> shall be entitled to three (3) weeks' annual vacation. Payment for such vacations shall be prorated in accordance with his/her service.

                          An employee who has completed one (1) year but less than five (5) years of continuous service as of June 30<sup>th</sup> shall be entitled to 3 weeks annual vacation with pay.

                          An employee who has completed five (5) years but less than eleven (11) years of continuous service as of June 30<sup>th</sup> shall be entitled to 4 weeks annual vacation with pay.

                          An employee who has completed eleven (11) years but less than sixteen (16) years of continuous service as of June 30<sup>th</sup> shall be entitled to 5 weeks' annual vacation with pay.

                          An employee who has completed sixteen (16) or more years of continuous service as of June 30<sup>th</sup> shall be entitled to 6 weeks' annual vacation with pay.

                          Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of the Effect of Absence Provision in Article 9.

21.02                   Approved Leave of Absence During Vacation: Where an employee's scheduled vacation is interrupted due to a serious illness\*, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. \* Serious illness shall be defined as an illness that confines the employee to bed rest by order of a qualified medical practitioner.

                          Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

                          The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

                          Where an employee's vacation is interrupted due to a death of a family member listed in Article 15.01 such period of bereavement leave shall not be considered vacation time off and such bereavement leave shall not be counted against an employee's vacation credits.

**Vacation Scheduling:** Employees must make every effort to plan ahead when requesting vacation usage. The supervisor of each work location shall determine the number of employees that can be on vacation at any one time.

**Request for use of Vacation Weeks During the Posting Period:** The Employer will post a list requesting vacation preferences from employees in blocks of weeks. This list will be posted by February 1<sup>st</sup> each year and remain posted until March 15<sup>th</sup> each year. Employees will be allotted their preference on a rotating basis. Upon opening of a group home, initial lists will be developed with the most senior employee on the top of the list, followed by the next senior employee, etc., until the list is completed and vacation preferences will be allotted using this list. The following year any employees who have transferred into that area will be added to the bottom of the list and then the employee at the top of the list shall rotate down to the bottom of the list. Finalized lists will be posted by the employer as follows:

- (a) by March 30<sup>th</sup> each year for vacation use requested between January 5 and December 15, and
- (b) by October 1<sup>st</sup> each year for vacation use requested between December 16 and January 4<sup>th</sup>.

**Additional Opportunity to Request use of Vacation Weeks between December 16 and January 4<sup>th</sup>:** Commencing April 1<sup>st</sup>, requests in blocks of weeks only for the Christmas period, December 16 to January 4, will be accepted until September 1<sup>st</sup>. Requests received after September 1<sup>st</sup> will not be given consideration. Approvals for use of vacation during this time will be on a first come, first serve basis, as received and determined by the supervisor. Employees will be advised of approvals/denial by October 1<sup>st</sup>.

**NOTE:** Priority for approvals will be given first to employees who have requested vacation use at Christmas, within the posting period.

**Request for use of Single Vacation Days:** Employees may make requests for single vacation days for the period of January 5 to December 15<sup>th</sup> each year. Single vacation days must be requested at least seven days in advance of the requested day off, and are not eligible for use between December 16 and January 4<sup>th</sup>. Consideration for approval will be given on a first come first serve basis, as received and determined by the supervisor.

**Request for use of All Remaining Vacation required by September 1st:** By September 1<sup>st</sup> of each year employees must submit a written indication to their supervisor of their intent to use all of remaining vacation. Specific requests for use of such remaining vacation must be submitted at least seven days in advance of the requested day off, in accordance with article 16 and which are to be used by:

- (a) the end of calendar year (and subject to the restrictions for use between December 16 and January 4) and/or
- (b) a maximum use of 10 days between January 5 and March 31 of the following year.

By September 1<sup>st</sup> of each year employees must submit a written indication to their supervisor of their intent to carry over up to 10 days vacation to be use between January 5<sup>th</sup> and March 31<sup>st</sup> of the following year.

Employees who do not make requests for use of remaining vacation by September 1<sup>st</sup> will have such remaining vacation:



- (a) scheduled to be taken up to and including March 31 of the following year (maximum of 10 days between January 5<sup>th</sup> and March 31<sup>st</sup>) or  
(b) \*paid out.

By October 1<sup>st</sup>, employees will be advised whether their remaining vacation has been scheduled or if a payout will occur. Pay out of vacation will occur in the last pay period of November.

\*Pay out of vacation days is subject to approval by the Executive Director.

## ARTICLE 22 HEALTH AND INSURED BENEFITS

22.01 Insured Benefits: OPTIONS agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees, in the active employ, under the insurance plans as set out below subject to their respective terms and conditions including any enrolment requirements.

(a) OPTIONS agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees under the Sunlife Semi-Private Plan or comparable coverage with another carrier. **Effective July 1, 2009, the upgrade to Private hospital coverage is deleted.**

(b) OPTIONS agrees to contribute one-hundred percent (100%) of the billed premiums towards coverage of eligible employees under the Sunlife Extended Health Care Benefits (over the counter prescriptions will be excluded) or comparable coverage with another carrier providing for \$30.00 (single), and \$40.00 (family) annual deductible. For the purposes of the drug benefit plan, employees will be reimbursed for dispensing fees up to a maximum of \$7.00 per prescription. Coverage will include vision care (maximum \$175.00 every 24 months, contact lenses included) as well as a hearing aid allowance (lifetime maximum of \$500.00 per individual) and chiropractic coverage (maximum of \$300.00 per calendar year). **Effective July 1, 2009, dependent coverage will be included to under age 25 dependents who are attending post secondary education on a full time basis (proof required each year beyond 21 years).**

Provisions for private duty nursing services are limited to a maximum of ninety (90) eight-hour shifts in any calendar year.

(c) OPTIONS agrees to contribute one-hundred percent (100%) of the billed premium towards coverage of eligible employees of OPTIONS under HOOGLIP or such other group life insurance plan currently in effect.

(d) OPTIONS agrees to contribute one-hundred percent (100%) of the billed premiums towards coverage of eligible employees of OPTIONS under the Sunlife #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time). Coverage will provide for dentures at 50% reimbursement to a maximum of \$1,000.00/year and orthodontics at 50% reimbursement to a maximum of \$2,500.00 in a lifetime. **Effective July 1, 2009: (a) dental recall for those age 18 and over will be covered every 9 months; (b) dependent coverage will be included to under age 25 dependents who are attending post secondary education on a full time basis (proof required each year beyond 21 years).**

22.02 Change of Carrier: OPTIONS may at any time substitute another carrier for any plan provided that the benefits provided thereby are substantially the same.

22.03 Pension: All present employees enrolled in OPTIONS' pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and

employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

OPTIONS will contribute for regular full-time employees as follows:

(a) to the Hospitals of Ontario Pension Plan on such basis as may be, from time to time, determined by that plan;

(b) to the Canada Pension Plan an amount required by law.

22.04 Retired Employee: Effective October 29, 1998 OPTIONS agrees to allow employees opting for early retirement to continue to participate in Sunlife semi-private, extended health benefits (excluding over the counter prescriptions) and dental plans, as outlined below, (or comparable coverage with another carrier) to age 65, with the employee assuming total responsibility for paying the full premium. Deductibles will be \$15.00 (single) and \$25.00 (family), providing the monthly premiums are 100% paid by the early retiree. In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months, contact lenses included as well as a hearing aid allowance (lifetime maximum \$500.00 per individual). Dental coverage would be capped at \$1,000.00 per year per person and will include coverage for dentures at 50% reimbursement to the maximum of \$1,000.00 per year. Reimbursement would be 80% of the total benefit cost covered, except dental-denture coverage which is at 50%. NOTE: This plan requires 75% early retiree participation.

### **ARTICLE 23** **INJURY AND DISABILITY**

23.01 Workers' Compensation Injury: There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on payment for loss of earnings from the Workplace Safety and Insurance Board.

### **ARTICLE 24** **SICK LEAVE**

24.01 Sick Leave and Long-term Disability

(a) OPTIONS will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the current plan as it may be updated from time to time.

(b) OPTIONS will pay seventy-five (75%) of the billed premium, plus applicable taxes, towards coverage of eligible employees under the long-term disability program of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium, including applicable taxes, through payroll deduction. NOTE: Where eligible employees qualify for long-term disability, the coverage will cease at age 65 for all employees, regardless of their length of continuous service.

(c) There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on sick leave benefits.

(d) OPTIONS further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

(e) Absences due to pregnancy related illness shall be considered as sick leave under the sick leave plan.

(f) Employment Insurance Reduced Rate: The short-term sick leave plan shall be registered with the Human Resources and Skills Development Canada (HRSDC). The employee's share of the employer's employment insurance premium reduction will be retained by OPTIONS towards offsetting the cost of the benefit improvements contained in this Agreement.

24.02 Loss of Earning Benefits and Sick Leave: An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for loss of earnings benefits for a period longer than one complete pay period may apply to OPTIONS for payment equivalent to the lesser of the benefit she would receive from Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to OPTIONS and a written undertaking satisfactory to OPTIONS that any payments will be refunded to OPTIONS following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for loss of earnings benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

24.03 Absence for sickness or accident compensable by the Workplace Safety and Insurance Board will not be paid for under the HOODIP program.

24.04 Medical Certificate Reimbursement: When sick pay is claimed, proof of disabling sickness or accident will be furnished **by providing an original medical note**, from a qualified medical practitioner when requested by OPTIONS. Any costs incurred with the obtaining of this certificate shall be reimbursed at seventy-five percent (75%) once the **original receipt** has been furnished by the employee.

Out-of-town Medical Appointments: Where an employee is required to attend out-of-town medical appointments for purposes of medical treatment, such time shall be considered sick leave. NOTE: The time related to the medical treatment only shall be considered as sick leave.

24.05 An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

24.06 An employee will not be entitled to sick pay during a period of lay-off or leave of absence without pay, or whose absence is due to adoption leave.

24.07 Employees on sick leave will maintain ongoing liaison with OPTIONS and confirm their date of return to work from such sick leave with OPTIONS to the extent necessary to accommodate scheduling arrangements.

24.08 Lieu Days While on Paid Sick Leave: Where an employee is on paid sick leave OPTIONS will not schedule a lieu day. A lieu day scheduled prior to the commencement of the paid sick leave shall remain as scheduled.

24.09 Sick leave means the period of time when an employee is permitted to be absent from work due to sickness or accident rendering him/her unable to perform his/her regular duties as an employee, and not compensable under the Workplace Safety and Insurance Act.

## **ARTICLE 25**      **COMPENSATION**

25.01 Experience Pay: An employee hired by OPTIONS with recent and related experience, may claim at the time of hiring consideration for such experience. Any such claim

shall be accompanied by verification of previously related experience. OPTIONS shall then evaluate such experience during the probationary period. Where in OPTIONS' opinion such experience is relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every two (2) years of related experience in the classification on the completion of the employee's probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule of the Collective Agreement.

25.02                      Job Classification:

(a) When a new classification (which is covered by the terms of this Collective Agreement) is established by OPTIONS, OPTIONS shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with OPTIONS to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from OPTIONS of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by OPTIONS. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(b) When OPTIONS makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, OPTIONS agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

(c) If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

(d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with OPTIONS.

**ARTICLE 26**                      **GENERAL ARTICLE**

26.01                      Payment of Wages: OPTIONS agrees that wages shall be paid on a regular bi-weekly payday except when interfered with by the occurrence of a paid holiday in which case the regular payday may be delayed one day.

26.02                      Retroactivity: **Retroactivity to April 1, 2009** shall apply only to the general wage increase and shall be paid on the basis of hours paid since that date.

Such retroactivity shall be paid within sixty (60) days of ratification.

Employees who have terminated their employment since **April 1, 2009**, shall be given notice by registered mail at their address last known by OPTIONS, and shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

Retroactive pay will be paid on a separate deposit where the existing payroll system allows. Where the existing payroll system does not allow for such separate deposit, OPTIONS will supply the employee with a detailed explanation of the retroactive pay calculations.

26.03 Where a medical certificate or report is required by law or where reasonably required by the employer, the employee shall provide such certificate or report. The employer shall pay for all such examinations, certificates and reports where they are not covered by OHIP. The employee shall select a qualified medical practitioner of their choosing.

26.04 Letters of Reprimand: OPTIONS agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than two years prior to the date of the matters under current consideration, except in circumstances where disciplinary action or related matters has occurred within the 2-year period.

26.05 Disciplinary Measures: Where an employee is called before a supervisor, or administration, for the purpose of discipline, he/she will be informed that he/she has the right to have a union representative present.

26.06 No Discrimination:

(a) Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any employee on account of membership or non membership in any labour organization.

(b) It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement, in contravention of the Human Rights Code.

26.07 Notices: Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by telegraph or prepaid registered post addressed to the employee at his/her last address shown on the payroll of OPTIONS and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

26.08 The employer and the Union agree to share the cost of reproducing this agreement.

## **ARTICLE 27 DURATION AND RENEWAL**

27.01 Renewal: If either party desires to terminate this Agreement as of midnight on the 31<sup>st</sup> day of March, 2011, it shall, not less than thirty days and not more than ninety days prior to such date, give written notice to the other of such notice of termination.

If neither party shall so give notice to terminate this Agreement, it shall continue in effect from year to year after the **31st day of March, 2011** subject to termination by either party on written notice to the other, given not less than thirty days and not more than ninety days prior to the 31<sup>st</sup> day of March in any subsequent year.

In the event of such notification being given, negotiations between the parties shall begin within the fifteen days following such notification.

All negotiations for renewal or amendment to this Agreement shall be subject to the terms of the Ontario Labour Relations Act, 1995 and amendments thereto.

27.02 Term: This Agreement shall continue in effect until **31st day of March, 2011** and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

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FOR CAW, local 229:

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<b>SCHEDULE "A"</b>				
<b>CLASSIFICATION</b>	<b>DATE</b>	<b>START</b>	<b>1725 HRS.</b>	<b>3450 HRS.</b>
			<b>1 YEAR</b>	<b>2 YEARS</b>
<b>RCII</b>	APR 1/08	21.58	22.04	22.42
	APR 1/09	22.08	22.54	22.92
	APR 1/10	22.52	22.99	23.38
<b>PROJECT</b>	APR 1/08	21.11	21.57	21.94
<b>INSTRUCTOR</b>	APR 1/09	21.61	22.07	22.44
	APR 1/10	22.04	22.51	22.89
<b>OCCUPATIONAL</b>	APR 1/08	20.04	21.57	20.91
<b>THERAPY</b>	APR 1/09	20.04	21.57	20.91
<b>ASSISTANT</b>	APR 1/10	20.04	21.57	20.91
<b>SUPPORT WORKER</b>	APR 1/08	17.59	18.16	18.67
	APR 1/09	18.09	18.66	19.17
	APR 1/10	18.45	19.03	19.55
<b>NIGHT SUPPORT</b>	APR 1/08	17.88	N/A	N/A
<b>STAFF</b>	APR 1/09	17.88	N/A	N/A
<b>AWAKE RATE</b>	APR 1/10	17.88	N/A	N/A
<b>SLEEP RATE</b>	Ontario			
	Minimum			
	Wage			

**LETTER OF UNDERSTANDING**

- between -

**OPTIONS northwest**

- and -

**NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA), LOCAL 229**

Re: Special Circumstances Compensation while Involved with Camping Trips.

This is to confirm the parties understanding regarding working conditions and compensation for employees involved with camping excursions with clients.

1. Employees participating in overnight camping excursions will be paid twelve hours for each 24-hour period spent at camp at the applicable straight time hourly rate. Hours spent at camp beyond those assigned will be voluntary and non compensable.
2. Employees participating in overnight camping excursions for less than a 24-hour period will be paid for the hours worked, as assigned, at their straight time hourly rate. Hours spent at camp beyond those assigned will be voluntary and non compensable.
3. Employees participating in camping excursions will be responsible for clients for all hours while at camp. For the purpose of WSIB coverage, the employees shall be considered at work for all hours, as assigned while at camp.
4. For purposes of camping excursions, Article 16 – Hours of Work and Article 17 – Premium Payment will be waived for employees involved in camping in order to accommodate this type of activity.
5. Participation in overnight camping shall be voluntary for all employees. For employees who do not participate, the employer shall ensure that there is no loss of regularly scheduled hours as a result of the employees choosing not to participate.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

FOR CAW, local 229:

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**LETTER OF UNDERSTANDING**

- between -

**OPTIONS northwest**

- and -

**NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA), LOCAL 229**

**NICHOLETT’S ROAD**

Re: Project Instructor – 1 male only

Re: RCII Positions – 2 FT male only, 2 PT male only

Due to clients residing at the Nicholett’s Road group home, the parties agree that being of male gender is a bona fide qualification to be accepted for the above-noted positions.

Provided that the minimum complement of the above positions is maintained within the full complement of staff, the employer shall select candidates for job postings at this home based upon the criteria in Article 11.

Should a vacancy occur that results in the minimum complement of male staff not being met, the employer shall be entitled to post for a “Male Only” position.

However, should the employer be unable to attract applicants from the bargaining units to fill the male only positions, the employer shall be entitled to recruit externally to ensure there are at least two full-time and two part-time male staff.

If necessary, the parties agree to meet as required to review this arrangement.

This agreement is on a without prejudice basis to both parties respective position on this matter, or any other matter of a similar nature.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

FOR CAW, local 229:

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**LETTER OF UNDERSTANDING**

- between -

**OPTIONS northwest**

- and -

**NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA), LOCAL 229**

Re: Support Worker

This agreement will cover the classification of Support worker, which is a position established to respond to the needs of individuals who purchase support for less than twenty-four (24) hours per day. The employer agrees that Support Workers will not be employed to work within twenty-four (24) hour support environments.

The Employer will notify the Union in writing of its intention to put in a competitive bid to provide supports utilizing a Support Worker Classification and request the Union’s approval. The Employer will provide to the Union the number of hours of support requested by the consumer, and a general statement about where the consumer is presently being supported.

The Union will provide a written response to the employer within forty-eight (48) hours (excluding weekends) of being notified by the employer of the opportunity to bid. If no response is received within forty-eight (48) hours, then it will be deemed that approval has been given to proceed.

The classification will be monitored by the employer and the Union for a one (1) year trial period, on a contract by contract basis, with a view to effecting a permanent agreement to serve the best interests of the individual purchasing support.

The parties agree to meet prior to the end of the one-year trial period with a view to effecting a permanent agreement for the classification of Support Worker.

Failure to agree to establishing the Support Worker classification, Letter of Understanding will result in the termination of it. Support Worker agreements in place at that time would continue to be maintained until the Personal Support Contract expired or the parties reached a mutual agreement.

**ARTICLE 1            PURPOSE**

Same as full-time and part-time agreements

**ARTICLE 2            SCOPE AND RECOGNITION**

Same as full-time and part time agreements.

**ARTICLE 3            MANAGEMENT RIGHTS**

Same as full-time and part-time agreements

**ARTICLE 4**            **DEFINITIONS**

Same as full-time and part-time agreements.

“Co-supervisor” shall mean a consumer receiving support for less than twenty-four (24) hours and a supervisor of OPTIONS northwest.

**ARTICLE 5**            **UNION SECURITY**

Same as full-time and part-time agreements.

**ARTICLE 6**            **NO STRIKE/LOCKOUT**

Same as full-time and part-time agreements.

**ARTICLE 7**            **UNION REPRESENTATIVE AND COMMITTEES**

Same as full-time and part-time agreements.

**ARTICLE 8**            **GRIEVANCE AND ARBITRATION**

Same as full-time and part-time agreements.

**ARTICLE 9**            **SENIORITY**

Same as full-time and part-time agreements.

**ARTICLE 10**        **LAYOFF AND RECALL**

Same as full-time and part-time agreements.

**ARTICLE 11**        **JOB POSTING**

11.01                    Same as full-time and part-time agreements.

11.02                    Same as full-time and part-time agreements.

11.03                    Employees shall be selected for positions under Article .01 through an interview on the basis of their ability, experience, qualifications and acceptability to the co-supervisors. Where these factors are relatively equal amongst the employees considered, \*seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be distributed to each area of assignment to be inserted into the union binder. The selection of applicants shall be made in compliance with the Human Rights Code.

Prior to any decision being made by the co-supervisor as to the acceptability of one or more candidates, the Employer will advise the co-supervisors of the right of every person to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, pursuant to Section 5 (1) of the Ontario Human Rights Code. The Employer will further advise the individual that a decision as to the acceptability should not take into consideration any prohibited grounds of discrimination as referred to in Section 5(1) of the Ontario Human Rights Code.

Letter of Understanding – Support Worker

Seniority shall apply as follows:

- full-time postings: to full-time, then to part-time, then casual part-time
- part-time postings: to part-time, then to full-time then casual part-time

11.04 to 11.08 same as full-time and part-time agreements.

11.09 N/A

11.10 to 11.16 same as full-time and part-time agreements.

**ARTICLE 12 NO CONTRACTING OUT**

Same as full-time and part-time agreements.

**ARTICLE 13 WORK OF THE BARGAINING UNIT**

Same as full-time and part-time agreements.

**ARTICLE 14 TECHNOLOGICAL CHANGE**

Same as full-time and part-time agreements.

**ARTICLE 15 LEAVES OF ABSENCE**

Same as full-time and part-time agreements.

**ARTICLE 16 HOURS OF WORK**

16.01 Daily and Weekly Hours of Work:

(a) to (e) – same as full-time and part-time agreements.

16.02 Rest Periods:

- a) Same as full-time and part-time agreements.
- b) Part-time: Workers shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3-3/4) consecutive hours of authorized work time.
- c) Full-time and Part-time: When an employee performs authorized overtime work of at least three (3) hours duration, the co-supervisor will provide the employee with a rest period of fifteen (15) minutes duration.

16.03 Time Off Between Shifts:

Same as full-time and part-time agreements.

16.04 Weekends Off:

Full-time specific: Same as full-time agreement  
Part-time specific: Same as part-time agreement

Letter of Understanding – Support Worker

16.05                      Scheduling:

(a) Full-time and Part-time: Co-supervisors shall inform workers in advance of routine shifts, and all other shifts shall be as agreed to between the co-supervisors and the employee. Employees will be notified in advance of changes in routine shifts. The scheduling provisions contained in .03 and .04 of Clause 16 may be waived during the period of December 15<sup>th</sup> to January 5<sup>th</sup>. Requests for specific days off are to be submitted in writing to the co-supervisors.

Full-time only: It is further understood and agreed that the employer will, wherever its operation requirements permit, endeavour to arrange the shifts of employees so that their scheduled hours of work do not coincide with their attendance at work-related courses or seminars.

(b) Part-time Specific: Same as part-time agreement.

(c) Part-time Specific: OPTIONS shall endeavour in discussion with the co-supervisor to avoid scheduling shifts of less than two (2) hours.

16.06                      Exchange of Shifts: Requests for changes to scheduled shifts must be submitted in writing and co-signed by an employee willing to exchange the specified shift with the employee in the same classification and supporting the same co-supervisor, requesting the change. Any such change in a scheduled shift initiated by the employee and approved by the co-supervisor shall not result in overtime payment.

16.07                      Same as part-time agreement.

**ARTICLE 17                      PREMIUM PAYMENT**

17.01                      Definition of Straight Time Rate of Pay: For the purpose of calculating any benefit or money payment under this Agreement to which a support worker is entitled, the regular straight-time rate of pay is that prescribed in Wage Schedule "A" of this Agreement.

17.02 to 17.08                      Same as full-time and part-time agreements.

**ARTICLE 18                      ALLOWANCES**

18.01                      N/A

18.02                      Mileage Allowance:

Same as full-time and part-time agreements.

**ARTICLE 19                      HEALTH AND SAFETY**

Same as full-time and part-time agreements.

**ARTICLE 20                      PAID HOLIDAYS**

20.01 to 20.04                      Same as full-time and part-time agreements.  
20.05 to 20.07                      (Full-time only) – same as full-time agreement

**ARTICLE 21**            **VACATIONS**

21.01 to 21.02            Same as full-time and part-time agreements.

21.03                      Full-time – same as full-time agreement with approval from co-supervisors.  
Part-time – vacation cut-off date (vacation scheduling)

Employees will be permitted by the co-supervisor to schedule vacation during the period January 5 to December 15, or as agreed to between the co-supervisors.

21.04                      Part-time only Scheduling Vacation Time:

Same as part-time agreement.

**ARTICLE 22**            **BENEFITS FOR SUPPORT WORKERS**

Same as full-time and part-time agreements.

**ARTICLE 23**            **INJURY AND DISABILITY**

Same as full-time and part-time agreements.

**ARTICLE 24**            **SICK LEAVE AND LONG-TERM DISABILITY – FULL-TIME**  
**PROGRESSION ON THE WAGE GRID – PART-TIME**

Same as full-time and part-time agreements.

**ARTICLE 25**            **COMPENSATION**

Same as full-time and part-time agreements.

**ARTICLE 26**            **GENERAL ARTICLE**

Same as full-time and part-time agreements.

**ARTICLE 27**            **DURATION AND RENEWAL**

Same as full-time and part-time agreements.

Letter of Understanding – Support Worker

**SCHEDULE “A”**

Same as full-time and part-time agreements.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

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FOR CAW, local 229:

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LETTER OF UNDERSTANDING

between

OPTIONS northwest

and

NATIONAL AUTOMOBILE WORKERS, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229

Re: Domestic Violence

The parties hereby recognize and share the concern that employees sometimes face situations of violence or abuse in their personal lives that may affect their workplace attendance/performance obligations. The Employer agrees to be sensitive toward employees facing such situations when addressing employment related concerns. It is also expected that employees will seek assistance, and acknowledge that the Employer provides its employees with access to a no-cost confidential Employee Assistance Program.

Further, the parties agree that when an employee has to seek respite shelter as a result of their personal violent or abusive situation and such employee provides timely, adequate proof of the same, from a recognized professional (i.e.: doctor, lawyer, professional counselor) such employee will be provided with five (5) days off work with pay\* for her scheduled shifts during the week in which she required alternate shelter, in order to make arrangements for required assistance. \*Note: For a full time employee, the 5 days will be deducted from their paid sick time coverage under Article 24; however, if such employee has no remaining paid sick days, she shall not suffer loss of earnings for the aforementioned five (5) days.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

For OPTIONS northwest:

For CAW, local 229:

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LETTER OF UNDERSTANDING

between

OPTIONS northwest

and

NATIONAL AUTOMOBILE WORKERS, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229

Re: Workplace Harassment

The Union and the Employer recognize the problems that can be created in the workplace by any form of harassment, based on the prohibited grounds found in the Ontario Human Rights Code. As such, employees are urged to report to the employer, all instances of harassment under the Code. The Employer and the Union agree to work co-operatively to resolve any reported instances of workplace harassment. It is further agreed that proven violations of the Human Rights Code in any form will not be tolerated in the workplace, and if proven will result in discipline up to and including discharge.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

For OPTIONS northwest:

For CAW, local 229:

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LETTER OF UNDERSTANDING

between

OPTIONS northwest

and

NATIONAL AUTOMOBILE WORKERS, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229

Re: Observances

- (a) The Employer agrees that employees will be allowed to observe one (1) minute of silence at 11:00 a.m. on April 28<sup>th</sup> of each year, in observance of those workers killed on the job. The Union and the employees agree that such observance shall not interfere with support to clients or slow work production.
- (b) The Employer agrees that employees will be allowed to observe one (1) minute of silence at 11:00 a.m. on December 6<sup>th</sup> of each year, in memory of women who have died during acts of violence. The Union and the employees agree that such observance shall not interfere with support to clients or slow work production.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

For OPTIONS northwest:

For CAW, local 229:

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LETTER OF UNDERSTANDING

between

OPTIONS northwest

and

NATIONAL AUTOMOBILE WORKERS, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229

Re: SUBSTANCE ABUSE

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The employer and the union have a strong interest in encouraging early treatment and assistance toward rehabilitation.

The Employer agrees to assist employees who have admitted to having substance abuse problems, by referring such employees to appropriate counseling/treatment services.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

For OPTIONS northwest:

For CAW, local 229:

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PART-TIME ADDENDUM TO THE  
COLLECTIVE AGREEMENT

- between -

OPTIONS northwest

- and -

NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW – CANADA), LOCAL 229

Term: April 1, 2009 – March 31, 2011

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ADDENDUM TO THE  
COLLECTIVE AGREEMENT COVERING  
**PART-TIME BARGAINING UNIT EMPLOYEES**

made this 11<sup>th</sup> day of March, 2010

- between -

OPTIONS northwest  
OF THUNDER BAY & DISTRICT  
(hereinafter referred to as "OPTIONS")

OF THE FIRST PART;

- and -

NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW – CANADA), LOCAL 229

hereinafter referred to as the "Union" for and on behalf of CAW-Canada and specifically  
on behalf of the employees in the collective bargaining unit set forth in Section 2.01 (b)  
of Article 2 of this Agreement

OF THE SECOND PART.

**ARTICLE 1**            **PURPOSE**

Same as full-time Agreement

**ARTICLE 2**            **SCOPE AND RECOGNITION**

2.02                    Scope:

(a) Same as full-time Agreement

(b) The term “employee” used herein applies to the bargaining unit of all employees of OPTIONS in the District of Thunder Bay regularly employed for not more than 24 hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, office and clerical staff, professional medical staff, graduate nursing staff, undergraduate nurses, technical staff, temporary employees hired to work on a government subsidized project, play aides, and persons in bargaining units described in subsisting Collective Agreements.

Technical staff as referred to in 2.01 (b) shall include but not be limited to psychometrists, psychologists, social workers, occupational therapists, speech pathologists and behaviour analysts.

**ARTICLE 3**            **MANAGEMENT RIGHTS**

Same as full-time Agreement

**ARTICLE 4**            **DEFINITIONS**

Same as full-time Agreement

**ARTICLE 5**            **UNION SECURITY**

Same as full-time Agreement

**ARTICLE 6**            **NO STRIKE/LOCKOUT**

Same as full-time Agreement

**ARTICLE 7**            **UNION REPRESENTATION AND COMMITTEES**

Same as full-time Agreement

**ARTICLE 8**            **GRIEVANCE AND ARBITRATION**

Same as full-time Agreement

**ARTICLE 9**            **SENIORITY**

9.01                    Probationary Period: A new employee will be considered on probation until he/she has completed 337.5 hours of work within any twelve calendar months. Upon completion of the probationary period he/she shall be credited with seniority equal to 337.5 hours. With the mutual written agreement of OPTIONS, the probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of OPTIONS.



9.02 Same as full-time Agreement

9.03 Loss of Seniority

Same as full-time Agreement

9.04 Effect of Absence:

(a) Seniority Shall be Retained & Accumulated:

**Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:**

(i) when on leave of absence with pay;

(ii) when in receipt of loss of earnings benefits from the WSIB (but not pension); for a period of twenty-four (24) months

(iii) when on pregnancy/parental leave subject to the provisions of Article 15.04 and 15.05.

(b) Seniority Shall be Retained but not Accumulated:

Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

(i) when on approved leave of absence without pay;

(ii) when absent on account of a non-occupational accident or illness;

(iii) when absent due to lay-off.

**ARTICLE 10 LAY OFF AND RECALL**

Same as full-time Agreement

**ARTICLE 11 JOB POSTING**

Same as full-time Agreement

**ARTICLE 12 NO CONTRACTING OUT**

Same as full-time Agreement

**ARTICLE 13 WORK OF THE BARGAINING UNIT**

Same as full-time Agreement

**ARTICLE 14 TECHNOLOGICAL CHANGE**

Same as full-time Agreement

**ARTICLE 15 LEAVES OF ABSENCE**

15.01 Bereavement Leave:

Same as full-time Agreement

15.02                    Education Leave:  
Same as full-time Agreement

15.03                    Jury and Witness Duty:  
Same as full-time Agreement

15.04                    Pregnancy Leave:  
(a), (b), (c) – same as full-time Agreement

(d) Credits for service for purposes of salary increment and vacation under the provisions of the collective agreement shall continue to accrue while the employee is on pregnancy leave in accordance with the Employment Standards Act on the basis of what her normal regular hours of work would have been.

(e) Credits for seniority for purposes of promotion, demotion, transfer or layoff shall continue to accrue while the employee is on pregnancy leave in accordance with the Employment Standards Act on the basis of what her normal regular hours of work would have been.

(f) The employee shall reconfirm her intentions to return to work on the date originally provided to OPTIONS by written notification to be received by OPTIONS at least two weeks in advance thereof.

(g) Subject to any changes to the employee's position which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same primary area of assignment and at the same rate of pay.

15.05                    Parental Leave:  
(a), (b), (c), (d), (e) – Same as full-time Agreement

(f) Credit for service for purposes of salary increment, unpaid vacation entitlement, or any other benefits under any provisions of the Collective Agreement or elsewhere shall continue to accrue in accordance with the Employment Standards Act, on the basis of what her normal hours of work would have been.

(g) Credits for seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue while the employee is on parental leave in accordance with the Employment Standards Act on the basis of what her normal regular hours of work would have been.

(h) The employee's intention to return to work on the date originally provided to OPTIONS shall be reconfirmed by written notification at least two weeks in advance thereof.

(i) Subject to any changes to the employee's position which would have occurred had the employee not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same primary area of assignment and at the same rate of pay.

15.06                    Full-Time Union Office:  
Same as full-time Agreement

15.07                    Union Leave:  
Same as full-time Agreement

15.08                    Personal Leave:  
Same as full-time Agreement

15.09                    Family Leave: An employee may be granted up to seven and one-half (7-1/2) hours leave of absence without pay to attend to an immediate family member (immediate family members as defined in 15.01 (a) who is seriously ill). NOTE: the employee is to notify her supervisor immediately when such time is requested. This 7-1/2 hours shall not be accrued and/or carried over from one calendar year to the next. An employee may request one (1) additional Family Leave day where she is required to travel for a period of four (4) hours or more one way to accompany an immediate family member (as defined in 15.01 (a)) to an out of town medical appointment.

**ARTICLE 16                    HOURS OF WORK**

16.01                    (a) Same as full-time Agreement  
(b) Same as full-time Agreement

(c) Hours of work for part-time employees shall be as scheduled, but shall not normally exceed 7.5 consecutive hours per day. The normal hours of work per shift for Residential Counselors when required to work the 10-hour midnight shift shall be as scheduled, but shall not normally exceed 10 consecutive hours. All employees will be allowed one half hour meal break after a period of five consecutive hours of work without deduction of pay.

(d) Same as full-time Agreement  
(e) Same as full-time Agreement  
(f) Same as full-time Agreement

16.02                    Rest Periods:

(a) Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3-3/4) hours of work during their shift.

(b) When an employee performs authorized overtime work of at least three (3) hours duration, OPTIONS will schedule a rest period of fifteen (15) minutes duration.

16.03                    Time Off Between Shifts:  
Same as full-time Agreement

16.04                    Weekends Off:

(a) **Subject to (b), below, where scheduling requirements permit, OPTIONS shall endeavour to schedule part-time employees one weekend off during each six week period.**

(b) **Where an employee submits a written request to the employer advising that she is available to be scheduled for continuous weekend work, the employer will not be required to develop schedules in accordance with (a) above, and the**

**scheduling of such continuous weekend work will not be the subject of grievance or arbitration.**

16.05                      Scheduling:

(a) Four week schedules for work shall be posted not later than two (2) weeks in advance of the commencement of the schedule, except that the Christmas schedule shall be posted by November 15<sup>th</sup> of each year. **Requests for specific days off are to be submitted in writing to the supervisor with as much advance notice of the requested day off as possible. The supervisor must have a minimum of seven full days in order to fulfill the request, pending coverage. The supervisor must be in receipt of the written request at least seven calendar days in advance of the requested day off. Any approved requests shall not be rescinded without mutual agreement between the employee and the supervisor. Requests received with less than seven days notice of the requested day off shall not be considered.**

(b) Part-time employees will not normally be scheduled for more than six (6) consecutive days, subject to exigencies of client care including staffing shortages.

(c) Employees will be notified in advance of changes to the schedule.

(d) Regular shifts shall not be scheduled for less than four (4) hours duration. However, scheduling practices with respect to four (4) hour shifts may be altered for less than four (4) hours for legal/medical/health-related matters of the clients.

(e) All part time and casual employees shall be offered orientation to all **group** homes under the jurisdiction of their immediate supervisor unless the employer determines for valid reasons that even if the employee was to receive orientation, they would be unable to perform the normal requirements of the job.

(f) **Additionally Part Time and Casual employees may be offered orientation shifts to all group homes under the jurisdiction of another supervisor as determined by OPTIONS for the purpose of accepting short notice shifts that become available after the posted schedule.**

**The employer shall provide orientation to employees who submit such requests as per the employer's needs a follows: By September 1<sup>st</sup> of each year, employees will be allowed to submit a request for orientation to a maximum of one other supervisor's group homes, or to rescind such request. Such request will remain in effect until the following September 1<sup>st</sup>. If the employee is offered orientation, and declines, they will not have opportunity to resubmit until the following September.**

**Once an employee has received orientation to the group homes under the jurisdiction of two supervisors, no further offer of orientation shall be made.**

**The Union acknowledges that the Employer, in accordance with Article 3, Management Rights, has the right to decide on the number of employees needed by OPTIONS at any time.**

16.06                      Exchange of Shifts

Same as full-time Agreement

16.07                    Reporting Pay:

(a) Subject to paragraphs 16.05 (d) above and 16.07 (b) and the note below, employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid not less than four (4) hours.

NOTE: Employees can be scheduled to attend in-services and staff meetings for less than four (4) hours and payment will be made in accordance with the hours attended.

(b) The reporting allowance outlined herein shall not apply whenever an employee has received at least one (1) hour prior notice not to report for work.

**ARTICLE 17                    PREMIUM PAYMENT**

17.01                    Definition of Straight Time Rate of Pay

Same as full-time Agreement

17.02                    Definition of Overtime (Overtime Premium)

(c) Same as full-time Agreement

(b) Authorized time worked in excess of the seven and one-half (7-1/2) hours per day (day as defined in 16.01 (d), or the normal bi-weekly hours of OPTIONS shall be paid at the rate of one and one-half (1-1/2) times the employee's basic hourly straight time rate of pay, provided no overtime premium will be paid for overtime on an exchange of shifts mutually agreed to between two employees where approved by OPTIONS. Such period for this purpose shall not exceed two (2) weeks.

Employees required to work 10-hour shifts: Employees shall be entitled to payment of time and one-half the employee's basic straight time hourly rate for all authorized overtime work in excess of ten (10) hours for a 10-hour midnight tour of duty, or in excess of the average full-time hours of work for Residential Counselors required to work the 10-hour midnight shift over the period scheduled by OPTIONS. Such period for this purpose shall not exceed two (2) weeks.

(c) and (d) same as full-time Agreement

(e) Where there are three (3) hours or less between any shift and a midnight shift, the employee shall be paid at one and one-half (1-1/2) times for all hours worked in excess of seven and one-half (7-1/2).

17.03                    Shift Premium:

Same as full-time Agreement

17.04                    Responsibility Outside the Bargaining Unit:

Same as full-time Agreement

17.05                    Overtime – Lieu Time:

- (a) Same as full-time Agreement
- (b) Same as full-time Agreement

17.06 Paid Time to Working Time: Time paid by the Employer for bereavement leave, is to be recognized as time worked for the purpose of calculation of overtime.

17.07 Call-In:  
Same as full-time Agreement

**ARTICLE 18 ALLOWANCES**

18.01 Meal Allowance:  
Same as full-time Agreement

18.02 Mileage Allowance:  
Same as full-time Agreement

**ARTICLE 19 HEALTH AND SAFETY:**

Same as full-time Agreement

**ARTICLE 20 PAID HOLIDAYS**

20.01 (a) If a part-time employee is required to work on any of the holidays listed in Article 20.01 (b) the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate for all hours worked on such holiday.

(b) OPTIONS recognizes the following days as designated holidays for the purposes of 20.01 (a):

- New Year's Day
- **Family Day**
- Good Friday
- Victoria Day
- **Canada Day (July 1<sup>st</sup>)**
- Civic Holiday (first Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

20.02 OPTIONS will endeavour to schedule part-time employees off work for not less than three (3) consecutive days at either Christmas or New Years.

20.03 (a) Each employee who has completed his/her probationary period shall be entitled to two (2) floating holidays (which are not premium days) without regular pay, on an annual basis.

(b) In the event that Heritage Day or some other day is proclaimed as a Statutory Holiday by the Government of Ontario (other than those listed in paragraph 20.01 above), such day shall be substituted for one of the floating holidays.

20.04 Payment for Working Overtime on a Holiday: Where an employee is required to work authorized overtime in excess of his/her regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall

receive two and one-half (2-1/2) times her regular straight time hourly rate for such additional authorized overtime.

Payment for Working Overtime on a Holiday – 10-hour Midnight Shifts:

Where an employee is required to work authorized overtime (beyond 10 hrs.) as an extension of his/her regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-half (2-1/2) times her regular straight time hourly rate for such additional authorized overtime.

**ARTICLE 21**                    **VACATIONS**

21.01                    Part-time Vacation Pay: Vacation entitlement shall be as follows:

A part-time employee who has completed less than 8,625 hours of continuous service as of June 30<sup>th</sup> shall receive 6% of gross earnings.

A part-time employee who has completed 8,625 hours but less than 18,975 hours of continuous service as of June 30<sup>th</sup> shall receive 8% of gross earnings.

A part-time employee who has completed 18,975 hours but less than 27,600 hours of continuous service as of June 30<sup>th</sup> shall receive 10% of gross earnings.

A part-time employee who has completed 27,600 hours of continuous service as of June 30<sup>th</sup> shall receive 12% of gross earnings.

For the purpose of this Article, gross earnings exclude vacation pay, mileage allowance and meal allowance.

Vacation pay for permanent part-time employees shall be paid out once annually. Vacation pay for casual part-time and temporary employees shall be paid out bi-weekly.

Where vacation pay is issued on a regular pay cheque the amount of vacation pay payable shall be identified apart from regular earnings.

21.02                    Vacation Time: Vacation time for part-time employees will be granted on the following basis:

(a) An employee who has 1,725 hours (1 year) but less than 8,625 hours (5 years) as of June 30<sup>th</sup> shall be entitled to three (3) weeks' annual vacation without pay.

(b) An employee who has 8,625 hours (5 years) but less than 18,975 hours (11 years) as of June 30<sup>th</sup> shall be entitled to four (4) weeks' annual vacation without pay.

(c) An employee who has 18,975 hours (11 years) but less than 27,600 hours (16 years) as of June 30<sup>th</sup> shall be entitled to five (5) weeks' annual vacation without pay.

(d) An employee who has 27,600 hours (16 years) or more as of June 30<sup>th</sup> shall be entitled to six (6) weeks' annual vacation without pay.

21.03                    Vacation Entitlement Cut-Off Date  
(Vacation Scheduling):

Employees will be permitted by OPTIONS to schedule vacation during the period January 5 to December 15.

21.04                    Scheduling Vacation Time: Vacation entitlement will be allowed to be split into vacation weeks.

**ARTICLE 22                    BENEFITS FOR PART-TIME EMPLOYEES**

A part-time/casual part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by OPTIONS, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid. A part-time/casual part-time employee who is participating in the Hospitals of Ontario Pension Plan will receive her percentage in lieu at 11%.

**ARTICLE 23                    INJURY AND DISABILITY**

23.01                    Workers' Compensation Injury: There shall be no pay deduction from an employee's regular scheduled shift when the employee has completed any portion of the shift prior to going on payment for loss of earnings from the Workplace Safety and Insurance Board.

23.02                    Employees on unpaid sick leave will maintain ongoing liaison with OPTIONS and confirm their date of return to work from such leave to the extent necessary to accommodate scheduling arrangements.

23.03                    After a period of three consecutive days absence from work due to illness, or at any time upon request, within reason, proof of disabling sickness or accident will be furnished from a duly qualified medical practitioner.

**ARTICLE 24                    PROGRESSION ON THE WAGE GRID**

Collective Agreements currently containing a part-time wage grid shall continue such wage grids in effect. Employees shall progress on such grid on the basis that 1,725 hours worked equals one (1) year of service.

Where, however, part-time employees are on a single rate structure, the full-time wage grid shall apply and progression through the grid shall be in accordance with the foregoing.

**ARTICLE 25                    COMPENSATION**

Same as full-time Agreement

**ARTICLE 26                    GENERAL ARTICLE**

Same as full-time Agreement

**ARTICLE 27                    DURATION AND RENEWAL**

Same as full-time Agreement



Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

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FOR CAW, local 229:

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<b>SCHEDULE "A"</b>				
<b>CLASSIFICATION</b>	<b>DATE</b>	<b>START</b>	<b>1725 HRS.</b>	<b>3450 HRS.</b>
			<b>1 YEAR</b>	<b>2 YEARS</b>
<b>RCII</b>	APR 1/08	21.58	22.04	22.42
	APR 1/09	22.08	22.54	22.92
	APR 1/10	22.52	22.99	23.38
<b>PROJECT</b>	APR 1/08	21.11	21.57	21.94
<b>INSTRUCTOR</b>	APR 1/09	21.61	22.07	22.44
	APR 1/10	22.04	22.51	22.89
<b>OCCUPATIONAL</b>	APR 1/08	20.04	21.57	20.91
<b>THERAPY</b>	APR 1/09	20.04	21.57	20.91
<b>ASSISTANT</b>	APR 1/10	20.04	21.57	20.91
<b>SUPPORT WORKER</b>	APR 1/08	17.59	18.16	18.67
	APR 1/09	18.09	18.66	19.17
	APR 1/10	18.45	19.03	19.55
<b>NIGHT SUPPORT</b>	APR 1/08	17.88	N/A	N/A
<b>STAFF</b>	APR 1/09	17.88	N/A	N/A
<b>AWAKE RATE</b>	APR 1/10	17.88	N/A	N/A
<b>SLEEP RATE</b>	Ontario			
	Minimum			
	Wage			

**LETTER OF UNDERSTANDING**

- between -

**OPTIONS northwest**

- and -

**NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229**

Re: Special Circumstances Compensation while Involved with Camping Trips.

This is to confirm the parties understanding regarding working conditions and compensation for employees involved with camping excursions with clients.

- 6. Employees participating in overnight camping excursions will be paid twelve hours for each 24-hour period spent at camp at the applicable straight time hourly rate. Hours spent at camp beyond those assigned will be voluntary and non compensable.
- 7. Employees participating in overnight camping excursions for less than a 24-hour period will be paid for the hours worked, as assigned, at their straight time hourly rate. Hours spent at camp beyond those assigned will be voluntary and noncompensable.
- 8. Employees participating in camping excursions will be responsible for clients for all hours while at camp. For the purpose of WSIB coverage, the employees shall be considered at work for all hours, as assigned while at camp.
- 9. For purposes of camping excursions, Article 16 – Hours of Work and Article 17 – Premium Payment will be waived for employees involved in camping in order to accommodate this type of activity.
- 10. Participation in overnight camping shall be voluntary for all employees. For employees who do not participate, the employer shall ensure that there is no loss of regularly scheduled hours as a result of the employees' choosing not to participate.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

FOR CAW, local 229:

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**LETTER OF UNDERSTANDING**

- between -

**OPTIONS northwest**

- and -

**NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229**

**NICHOLETT'S ROAD**

Re: Project Instructor – 1 male only  
RCII Positions – 2 FT male only, 2 PT male only

Due to clients residing at the Nicholetts Road group home, the parties agree that being of male gender is a bona fide qualification to be accepted for the above-noted positions.

Provided that the minimum complement of the above positions is maintained within the full complement of staff, the employer shall select candidates for job postings at this home based upon the criteria in Article 11.

Should a vacancy occur that results in the minimum complement of male staff not being met, the employer shall be entitled to post for a "Male Only" position.

However, should the employer be unable to attract applicants from the bargaining units to fill the male only positions, the employer shall be entitled to recruit externally to ensure there are at least two full-time and two part-time male staff.

If necessary, the parties agree to meet as required to review this arrangement.

This agreement is on a without prejudice basis to both parties respective position on this matter, or any other matter of a similar nature.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

FOR CAW, local 229:

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**LETTER OF UNDERSTANDING**

- between -

**OPTIONS northwest**

- and -

**NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229**

**CLASSIFICATION: NIGHT SUPPORT STAFF**

This letter is to confirm the parties' understanding regarding the working conditions of the Night Support Staff (sleep shift position), which are separate and apart from all other classifications within the CAW-Canada bargaining units.

**ARTICLE 1            PURPOSE**

Same as part-time agreement.

**ARTICLE 2            SCOPE AND RECOGNITION**

Same as part-time agreement

**ARTICLE 3            MANAGEMENT RIGHTS**

Same as part-time agreement

**ARTICLE 4            DEFINITIONS**

Same as part-time agreement

**ARTICLE 5            UNION SECURITY**

Same as part-time agreement

**ARTICLE 6            NO STRIKE/LOCKOUT**

Same as part-time agreement

**ARTICLE 7            UNION REPRESENTATION AND COMMITTEES**

Same as part-time agreement

**ARTICLE 8            GRIEVANCE AND ARBITRATION**

Same as part-time agreement

**ARTICLE 9 SENIORITY**

Same as part-time agreement except 9.02 as follows:

9.02 Seniority as referred to in this Agreement shall mean length of continuous service in the employ of OPTIONS.

In accordance with 9.02,

(a) asleep hours shall be equivalent to half the hours worked for purposes of promotion; demotion, transfer and layoff, with respect to job postings and seniority lists.

(b) awake hours are equivalent to full hours worked for purposes of promotion, demotion, transfer and layoff, with respect to job postings and seniority lists.

**ARTICLE 10 LAY OFF AND RECALL**

Same as part-time agreement

**ARTICLE 11 JOB POSTING**

Same as part-time agreement

**ARTICLE 12 NO CONTRACTING OUT**

Same as part-time agreement

**ARTICLE 13 WORK OF THE BARGAINING UNIT**

Same as part-time agreement

**ARTICLE 14 TECHNOLOGICAL CHANGE**

Same as part-time agreement

**ARTICLE 15 LEAVES OF ABSENCE**

Same as part-time agreement

**ARTICLE 16 HOURS OF WORK**

16.01 Daily and Weekly hours of Work:

(a) The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

(b) It is understood normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by

reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa.

#### Letter of Understanding – Night Support Staff

(c) Hours of work for Night Support Staff shall be as scheduled, but shall not normally exceed 10.5 consecutive hours per night. Night Support employees working 10.5 consecutive hours will be scheduled two (2) meal breaks.

(d) For the purposes of this Agreement, OPTIONS work week commences at 0001 a.m. on Saturday. The workday shall be a period of twenty-four hours commencing at 0001 a.m. of the operation as scheduled by OPTIONS.

(e) Attendance at inservices/staff meetings are voluntary and non-compensable, unless made compulsory by the employer. When the employer is requesting staff attendance, the employee shall be paid his/her wages at the straight time awake hourly rate for time spent at such inservices/meetings, and time spent will not apply for the purposes of Article 17.08.

16.02                    Rest Periods: Rest periods for Night Support Staff will apply under the following conditions only:

(a) Night Support employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3-3/4) consecutive hours of authorized awake work time.

(b) When a Night Support staff is required to attend a mandatory inservice, she shall be allowed two rest periods per full shift of fifteen minutes duration each, without deduction in pay.

(c) When an employee performs authorized awake overtime work of at least three (3) hours duration, OPTIONS will schedule a rest period of fifteen (15) minutes duration.

16.03                    Time Off Between Shifts:

N/A

16.04                    Weekends Off:

N/A

16.05                    Schedules:

(a) Four-week schedules for work shall be posted not later than two weeks in advance of the commencement of the schedule. Requests for specific days off are to be submitted in writing at least two (2) weeks in advance of posting.

(b) Night Support staff will not normally be scheduled for more than four (4) consecutive shifts, subject to exigencies of client care including staffing shortages.

(c) Employees will be notified in advance of changes to the schedule.

(d) Current scheduling “practices” shall not be changed without prior discussion with the Union.

\* Current scheduling practices with respect to scheduled shifts of four (4) hours and appointment shifts 2.5 hours, sometimes two (2) hours.

#### Letter of Understanding – Night Support Staff

16.06                    Exchange of Shifts: Requests for change in posted time schedules must be submitted in writing and co-signed by an employee willing to exchange nights off with the employee in the same classification requesting the change. Any such change in a scheduled shift initiated by the employee and approved by the employer shall not result in overtime payment.

16.07                    Reporting Pay: Employees who report for any scheduled seven and one-half (7.5) hour shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid not less than four (4) hours. However, if an employee reports for a scheduled shift of less than four (4) hours, the employee will be paid for all the hours scheduled.

The reporting allowance outlined herein shall not apply whenever an employee has received at least one (1) hour prior notice not to report to work.

### **ARTICLE 17                    PREMIUM PAYMENT**

17.01                    Definition of Straight Time Rate of Pay: For the purposes of calculating any benefit or money payment under this Agreement to which a Night Support Staff employee is entitled, the rate of pay is that prescribed in Wage Schedule “A” of this Agreement, for all such sleep hours. If such employee is awakened to respond to or address a situation, and she is required to remain awake for a minimum of one hour, she shall have all such time paid at the basic hourly rate established in Schedule “A” for all such “awake” hours, provided that the required reports are completed prior to the employee leaving work.

17.02                    Overtime Premium: Employees shall be entitled to payment of time and one-half the employee’s “awake” basic straight time hourly rate for all authorized awake work time beyond 7.5 work hours.

It is understood and acknowledged that OPTIONS has the right to require employees to perform reasonable authorized overtime work.

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

17.03                    Call-Back:

N/A

17.04                    Shift Premium: Employees shall be paid a Shift Premium of forty-five cents (\$.45) per hour for all awake hours worked in response to a situation as defined in 17.01. No shift premium shall apply to regular sleep hours.

17.05                    Responsibility Outside the Bargaining Unit:

N/A

17.06                    Overtime – Lieu Time: Employees who work overtime will not be required to take time off during regular hours to offset over time work.



17.07 Paid time to Working Time: Time paid by the employer for bereavement leave is to be recognized as time worked for the purpose of calculation of overtime.

Letter of Understanding – Night Support Staff

17.08 Call-In:  
Same as part-time agreement

**ARTICLE 18 ALLOWANCES**

18.01 N/A

18.02 Mileage Allowance:  
Same as part-time agreement

**ARTICLE 19 HEALTH AND SAFETY:**

Same as part-time agreement

**ARTICLE 20 PAID HOLIDAYS**

20.01 (a) If a Night Support Staff employee is required to work on any of the holidays listed in Article 20.01 (b), the employee shall be paid at time and one-half the sleep rate prescribed in Schedule “A” for all sleeping hours worked on such holiday. However, should the employee be awoken to respond to a situation and is required to remain awake for a minimum of one hour, the said employee shall be entitled to time and one-half for all awake working hours at the rate prescribed in Schedule “A” for all awake hours worked on such holiday.

- (b) OPTIONS recognizes the following days as designated holidays for the purposes of 20.01 (a):
- New Year’s Day
  - **Family Day**
  - Good Friday
  - Victoria Day
  - **Canada Day (July 1<sup>st</sup>)**
  - Civic Holiday (first Monday in August)
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day

20.02 OPTIONS will endeavour to schedule Night Support Staff employees off work for not less than three (3) consecutive days at either Christmas or New Year’s.

20.03 Floating Holidays:  
Same as part-time agreement

20.04 Payment of Working Overtime on a Holiday: Where a Night Support Staff employee is required to work authorized overtime in excess of 7.5 awake scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-half (2-1/2) times her regular straight time hourly awake rate for all awake working hours of additional authorized overtime.

Letter of Understanding – Night Support Staff

**ARTICLE 21 VACATIONS**

Same as part-time agreement

**ARTICLE 22 BENEFITS FOR NIGHT SUPPORT STAFF EMPLOYEES**

A Night Support Staff Employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by OPTIONS, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her awake regular straight time hourly rate for all straight time awake working hours paid. A part-time/casual employee who is participating in the Hospitals of Ontario Pension Plan will receive her percentage in lieu at 11%. No percentage in lieu shall apply to regular sleep hours.

**ARTICLE 23 INJURY AND DISABILITY**

Same as part-time agreement.

**ARTICLE 24 PROGRESSION ON THE WAGE GRID**

N/A

**ARTICLE 25 COMPENSATION**

25.01 N/A

25.02 to 25.04 Same as part-time agreement

**ARTICLE 26 GENERAL ARTICLE**

Same as part-time agreement

**ARTICLE 27 DURATION AND RENEWAL**

Same as part-time agreement

**SCHEDULE "A"**

See Schedule "A"

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

FOR CAW, local 229:

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**LETTER OF UNDERSTANDING**

- between -

**OPTIONS northwest**

- and -

**NATIONAL AUTOWORKERS, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229**

Re: Support Worker

This agreement will cover the classification of Support worker, which is a position established to respond to the needs of individuals who purchase support for less than twenty-four (24) hours per day. The employer agrees that Support Workers will not be employed to work within twenty-four (24) hour support environments.

The Employer will notify the Union in writing of its intention to put in a competitive bid to provide supports utilizing a Support Worker Classification and request the Union's approval. The Employer will provide to the Union the number of hours of support requested by the consumer, and a general statement about where the consumer is presently being supported.

The Union will provide a written response to the employer within forty-eight (48) hours (excluding weekends) of being notified by the employer of the opportunity to bid. If no response is received within forty-eight (48) hours, then it will be deemed that approval has been given to proceed.

The classification will be monitored by the employer and the Union for a one (1) year trial period, on a contract by contract basis, with a view to effecting a permanent agreement to serve the best interests of the individual purchasing support.

The parties agree to meet prior to the end of the one-year trial period with a view to effecting a permanent agreement for the classification of Support Worker.

Failure to agree to establishing the Support Worker classification, Letter of Understanding will result in the termination of it. Support Worker agreements in place at that time would continue to be maintained until the Personal Support Contract expired or the parties reached a mutual agreement.

**ARTICLE 1            PURPOSE**

Same as full-time and part-time agreements

**ARTICLE 2            SCOPE AND RECOGNITION**

Same as full-time and part time agreements.

**ARTICLE 3**            **MANAGEMENT RIGHTS**

Same as full-time and part-time agreements

Letter of Understanding – Support Worker

**ARTICLE 4**            **DEFINITIONS**

Same as full-time and part-time agreements.

“Co-supervisor” shall mean a consumer receiving support for less than twenty-four (24) hours and a supervisor of OPTIONS northwest.

**ARTICLE 5**            **UNION SECURITY**

Same as full-time and part-time agreements.

**ARTICLE 6**            **NO STRIKE/LOCKOUT**

Same as full-time and part-time agreements.

**ARTICLE 7**            **UNION REPRESENTATIVE AND COMMITTEES**

Same as full-time and part-time agreements.

**ARTICLE 8**            **GRIEVANCE AND ARBITRATION**

Same as full-time and part-time agreements.

**ARTICLE 9**            **SENIORITY**

Same as full-time and part-time agreements.

**ARTICLE 10**        **LAYOFF AND RECALL**

Same as full-time and part-time agreements.

**ARTICLE 11**        **JOB POSTING**

11.01                    Same as full-time and part-time agreements.

11.03                    Same as full-time and part-time agreements.

11.03                    Employees shall be selected for positions under Article .01 through an interview on the basis of their ability, experience, qualifications and acceptability to the co-supervisors. Where these factors are relatively equal amongst the employees considered, \*seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant will be distributed to each area of assignment to be inserted into the union binder. The selection of applicants shall be made in compliance with the Human Rights Code.

Prior to any decision being made by the co-supervisor as to the acceptability of one or more candidates, the Employer will advise the co-supervisors of the right

of every person to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, pursuant to Section 5 (1) of the Ontario Human Rights Code. The Employer will further advise the individual that a decision as to the acceptability should not take into consideration any prohibited grounds of discrimination as referred to in Section 5(1) of the Ontario Human Rights Code.

Letter of Understanding – Support Worker

Seniority shall apply as follows:

- full-time postings: to full-time, then to part-time, then casual part-time
- part-time postings: to part-time, then to full-time then casual part-time

11.04 to 11.08 Same as full-time and part-time agreements.

11.07 N/A

11.10 to 11.16 Same as full-time and part-time agreements.

**ARTICLE 12 NO CONTRACTING OUT**

Same as full-time and part-time agreements.

**ARTICLE 13 WORK OF THE BARGAINING UNIT**

Same as full-time and part-time agreements.

**ARTICLE 14 TECHNOLOGICAL CHANGE**

Same as full-time and part-time agreements.

**ARTICLE 15 LEAVES OF ABSENCE**

Same as full-time and part-time agreements.

**ARTICLE 16 HOURS OF WORK**

16.01 Daily and Weekly Hours of Work:

(b) to (e) – same as full-time and part-time agreements.

16.06 Rest Periods:

- c) Same as full-time and part-time agreements.
- d) Part-time: Workers shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3-3/4) consecutive hours of authorized work time.
- c) Full-time and Part-time: When an employee performs authorized overtime work of at least three (3) hours duration, the co-supervisor will provide the employee with a rest period of fifteen (15) minutes duration.

16.07 Time Off Between Shifts:

Same as full-time and part-time agreements.

16.08 Weekends Off:

Full-time specific: Same as full-time agreement

Part-time specific: Same as part-time agreement

Letter of Understanding – Support Worker

16.09 Scheduling:

(a) Full-time and Part-time: Co-supervisors shall inform workers in advance of routine shifts, and all other shifts shall be as agreed to between the co-supervisors and the employee. Employees will be notified in advance of changes in routine shifts. The scheduling provisions contained in .03 and .04 of Clause 16 may be waived during the period of December 15<sup>th</sup> to January 5<sup>th</sup>. Requests for specific days off are to be submitted in writing to the co-supervisors.

Full-time only: It is further understood and agreed that the employer will, wherever its operation requirements permit, endeavour to arrange the shifts of employees so that their scheduled hours of work do not coincide with their attendance at work-related courses or seminars.

(c) Part-time Specific: Same as part-time agreement.

(c) Part-time Specific: OPTIONS shall endeavour in discussion with the co-supervisor to avoid scheduling shifts of less than two (2) hours.

16.06 Exchange of Shifts: Requests for changes to scheduled shifts must be submitted in writing and co-signed by an employee willing to exchange the specified shift with the employee in the same classification and supporting the same co-supervisor, requesting the change. Any such change in a scheduled shift initiated by the employee and approved by the co-supervisor shall not result in overtime payment.

16.07 Same as part-time Agreement.

## **ARTICLE 17 PREMIUM PAYMENT**

17.01 Definition of Straight Time Rate of Pay: For the purpose of calculating any benefit or money payment under this Agreement to which a support worker is entitled, the regular straight-time rate of pay is that prescribed in Wage Schedule "A" of this Agreement.

17.02 to 17.08 Same as full-time and part-time Agreements.

## **ARTICLE 18 ALLOWANCES**

18.01 N/A

18.02 Mileage Allowance:

Same as full-time and part-time agreements.

## **ARTICLE 19 HEALTH AND SAFETY**

Same as full-time and part-time agreements.

## **ARTICLE 20 PAID HOLIDAYS**

20.01 to 20.04 Same as full-time and part-time agreements.  
20.05 to 20.07 (Full-time only) – same as full-time agreement

Letter of Understanding – Support Worker

**ARTICLE 21 VACATIONS**

21.01 to 21.02 Same as full-time and part-time agreements.

21.04 Full-time – same as full-time agreement with approval from co-supervisors.

**Part-time – vacation cut-off date (vacation scheduling)**

Employees will be permitted by the co-supervisor to schedule vacation during the period January 5 to December 15, or as agreed to between the co-supervisors.

21.04 **Part-time only Scheduling Vacation Time:**

Same as part-time agreement.

**ARTICLE 22 BENEFITS FOR SUPPORT WORKERS**

Same as full-time and part-time agreements.

**ARTICLE 23 INJURY AND DISABILITY**

Same as full-time and part-time agreements.

**ARTICLE 24 SICK LEAVE AND LONG-TERM DISABILITY – FULL-TIME  
PROGRESSION ON THE WAGE GRID – PART-TIME**

Same as full-time and part-time agreements.

**ARTICLE 25 COMPENSATION**

Same as full-time and part-time agreements.

**ARTICLE 26 GENERAL ARTICLE**

Same as full-time and part-time agreements.

**ARTICLE 27 DURATION AND RENEWAL**

Same as full-time and part-time agreements.

Letter of Understanding – Support Worker

**SCHEDULE “A”**

Same as full-time and part-time agreements

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

FOR OPTIONS northwest:

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FOR CAW, local 229:

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LETTER OF UNDERSTANDING

between

OPTIONS northwest

and

NATIONAL AUTOMOBILE WORKERS, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229

Re: Domestic Violence

The parties hereby recognize and share the concern that employees sometimes face situations of violence or abuse in their personal lives that may affect their workplace attendance/performance obligations. The Employer agrees to be sensitive toward employees facing such situations when addressing employment related concerns. It is also expected that employees will seek assistance, and acknowledge that the Employer provides its employees with access to a no-cost confidential Employee Assistance Program.

Further, the parties agree that when an employee has to seek respite shelter as a result of their personal violent or abusive situation and such employee provides timely, adequate proof of the same, from a recognized professional (ie: doctor, lawyer, professional counselor) such employee will be provided with five (5) days off work with pay\* for her scheduled shifts during the week in which she required alternate shelter, in order to make arrangements for required assistance. \*Note: For a full time employee, the 5 days will be deducted from their paid sick time coverage under Article 24, however, if such employee has no remaining paid sick days, she shall not suffer loss of earnings for the aforementioned five (5) days.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

For OPTIONS northwest:

For CAW, local 229:

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LETTER OF UNDERSTANDING

between

OPTIONS northwest

and

NATIONAL AUTOMOBILE WORKERS, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229

Re: Workplace Harassment

The Union and the Employer recognize the problems that can be created in the workplace by any form of harassment, based on the prohibited grounds found in the Ontario Human Rights Code. As such, employees are urged to report to the employer, all instances of harassment under the Code. The Employer and the Union agree to work co-operatively to resolve any reported instances of workplace harassment. It is further agreed that proven violations of the Human Rights Code in any form will not be tolerated in the workplace, and if proven will result in discipline up to and including discharge.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

For OPTIONS northwest:

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For CAW, local 229:

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LETTER OF UNDERSTANDING

between

OPTIONS northwest

and

NATIONAL AUTOMOBILE WORKERS, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229

Re: Observances

- (c) The Employer agrees that employees will be allowed to observe one (1) minute of silence at 11:00 a.m. on April 28<sup>th</sup> of each year, in observance of those workers killed on the job. The Union and the employees agree that such observance shall not interfere with support to clients or slow work production.
  
- (d) The Employer agrees that employees will be allowed to observe one (1) minute of silence at 11:00 a.m. on December 6<sup>th</sup> of each year, in memory of women who have died during acts of violence. The Union and the employees agree that such observance shall not interfere with support to clients or slow work production.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

For OPTIONS northwest:

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For CAW, local 229:

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LETTER OF UNDERSTANDING

between

OPTIONS northwest

and

NATIONAL AUTOMOBILE WORKERS, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 229

Re: SUBSTANCE ABUSE

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The employer and the union have a strong interest in encouraging early treatment and assistance toward rehabilitation.

The Employer agrees to assist employees who have admitted to having substance abuse problems, by referring such employees to appropriate counseling/treatment services.

Dated at Thunder Bay this 11<sup>th</sup> day of March, 2010.

For OPTIONS northwest:

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For CAW, local 229:

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