

COLLECTIVE AGREEMENT

BETWEEN

REENA  
(hereinafter referred to as the "Employer")

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
And its Local 554  
(hereinafter referred to as the "Union")

**ARTICLE 1 - PURPOSE**

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees, and to settle amicably grievances which may arise from time to time hereunder in a manner hereinafter set out.

**ARTICLE 2 – RECOGNITION AND SCOPE**

- 2.01 The Employer agrees to recognize the Union as the bargaining agent of all full-time and part-time employees of Reena employed in the City of Toronto and Town of Vaughan save and except supervisors, those above the rank of supervisor, office, clerical and administrative staff, persons employed pursuant to the Social Service Employment Program, the Special Needs and Youth Secretariat Grants, and persons employed for a definite term or task which does not exceed fifteen (15) months.
- 2.02 (a) This word "employee" or "employees" wherever used in this Agreement shall mean only those employees in the bargaining unit defined above.
- (b) The words "full-time employee" or "full-time employees" wherever used in this Agreement shall mean only those employees in the bargaining unit defined above who are regularly employed for more than twenty-four (24) hours per week.
- (c) The words "part-time employee" or "part-time employees" wherever used in this Agreement shall mean only those

employees in the bargaining unit defined above who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

- 2.03 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context so provides.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 3.02 The Union further agrees that there will be no union activity, solicitation for membership or collection of dues on the Employer's premises, except as specifically permitted by this Agreement.
- 3.03 The Employer, the Union and employees agree to abide by the provisions of the *Human Rights Code* of Ontario as amended from time to time.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 Except and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. There shall be no attempt by either party or an Arbitrator or a Board of Arbitration to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include, but shall not be confined to the right to:
- (a) maintain order, discipline and efficiency;
  - (b) make and enforce and alter from time to time reasonable rules and regulations to be observed by all employees;
  - (c) hire, assign duties, transfer, promote, demote, classify, layoff, recall, retire, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of the grievance and dealt with as hereinafter provided;

- (d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees; may require the medical examination of an employee at the Employer's expense by a physician mutually agreed upon the Employer and the Union;
- (e) determine the qualifications of employees, the number of employees required by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area; generally, solely and exclusively manage the Agency and its operations without interference subject to the express terms of this Agreement.

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

#### **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

5.01 The Union agrees that during the term of this Agreement there shall be no strikes, shutdowns, slowdowns, stoppage of work, nor picketing of any kind or form whatsoever, or acts of any nature which interferes with the Employer's operations. Any employee participating in any of the above-named acts will be subject to discipline including discharge. The Employer agrees that there shall be no lockout during the term of this Agreement. The terms strike and lockout shall bear the meaning given to them in the Ontario Labour Relations Act.

#### **ARTICLE 6 – UNION SECURITY**

6.01 It is agreed that an employee may exercise or refrain from exercising his right to become a member of the Union or may cease to be a member of the Union.

6.02 The Employer agrees to deduct from the wages due to each employee covered by this Agreement from the commencement of employment a sum equal to the regular union dues payable by the members of the Union. The employer shall remit the amount so deducted to the Head Office of the Union by the fifteenth (15<sup>th</sup>) day of the month next following

deduction along with a list of the names and social insurance numbers of the employees from whose pay the deductions have been made.

- 6.03 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

## **ARTICLE 7 – UNION REPRESENTATION**

- 7.01 The Employer agrees to recognize from amongst employees who have completed their probationary period up to four (4) stewards at any one time at least one (1) of which shall be from each of the following areas:

- (a) Vocational Day Programme
- (b) Residential Programme

The function of these stewards shall be to assist employees in their respective areas in the processing of any grievance which may properly arise under the provisions of this Agreement.

- 7.02 The Union recognizes and agrees that the stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the stewards during working hours, in order to assist an employee in presenting his grievance. In accordance with this understanding, the Employer agrees to compensate the stewards at their regular straight time hourly rate for the time lost from their regular working hours when servicing grievances hereunder, provided that the stewards first obtain the permission of their immediate Supervisors, which shall not be unreasonably withheld, before absenting themselves from their duties. Prior to returning to work, stewards must report to their immediate Supervisors. The Employer reserves the right to limit the time spent in servicing a grievance if it deems the time taken to be excessive.

- 7.03 The Employer agrees to recognize a negotiating committee consisting of up to four (4) employees who have completed their probationary period whose function shall be to negotiate renewals of this Agreement as provided for in Article 24.

The employer agrees to compensate the negotiating committee the rate of fifty percent (50%) of their regular straight time hourly rate for time lost from regular scheduled working hours while meeting with the Employer to negotiate renewals of this Collective Agreement up to, but not including, conciliation.

- 7.04 The Union must notify the Employer of the names of the stewards, the names of the members of the negotiating committee and the names of the members of the Labour Management committee and the respective

effective dates of their appointment before the Employer is obligated to recognize the same.

7.05 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Local president or designate with a copy to the OPSEU Staff Representative. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or designate.

7.06 **Labour Management Committee**

The Employer agrees to recognize a Labour Management Committee of up to four (4) employees who have completed their probationary period. The Employer shall meet with the Labour Management Committee not less than three (3) times per calendar year at times mutually agreed upon by the parties. The purpose of the meetings will be to discuss matters of mutual concern. It is expressly understood that any individual matter which could be processed pursuant to the Grievance and Arbitration procedures provided under the Collective Agreement shall not be discussed at these meetings. The Employer agrees to compensate members of the Labour Management Committee at their straight time hourly rate for time lost from regular scheduled working hours while attending Labour Management Committee meetings.

**ARTICLE 8 – GRIEVANCE PROCEDURE**

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

If an employee has a complaint he shall discuss it with his immediate supervisor within seven (7) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may be taken up as a grievance within seven (7) working days following advice of the immediate supervisor's decision in the following manner and sequence:

**Step I**

The employee shall submit a written grievance signed by him to the Immediate Supervisor. The nature of the grievance, the remedy sought and the Articles of the Agreement which are alleged to have been violated, shall be set out in the grievance on the prescribed form. Any grievance not submitted within the time limits provided herein shall be deemed to have been abandoned. The Immediate Supervisor and HR Representative or designate shall meet with the employee within five (5) working days following the day on which the grievance was presented to the Immediate Supervisor, and shall deliver his decision in writing within

five (5) working days following the day of the meeting. Failing settlement, then:

### **Step II**

Within five (5) working days following the decision under Step I, the employee shall submit the written grievance to the Manager or designate. The Manager or designate and HR Representative or designate shall meet with the employee within five (5) working days following the day on which the grievance was presented to the Manager or designate and shall deliver his decision in writing within five (5) working days from the day of the meeting. Failing settlement, then:

### **Step III**

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

- 8.02 Failing settlement, under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) working days from the date of the decision under Step III above is given, the grievance shall be deemed to have been abandoned.
- 8.03 It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step III above within seven (7) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this Section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be bypassed.
- 8.04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives for the Union, shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedure and the arbitration procedure, shall be construed as mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be.

Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.

- 8.05 For the purposes of the grievance and arbitration provisions, the words “working days” shall not include Saturdays, Sundays or paid holidays.

### **ARTICLE 9 – DISCHARGE**

- 9.01 A claim by an employee who has completed his probationary period, that he has been unjustly discharged, shall be treated as a special grievance if a written statement of such grievance is lodged at Step III of Article 8.01 of the grievance procedure within five (5) working days after the date of such discharge, and the time limit set out with respect to that Step shall appropriately apply.
- 9.02 Such special grievance may be settled under the grievance and arbitration procedures by:
- (a) Confirming the Employer's action in discharging the employee;
  - (b) reinstating the employee with compensation and seniority for the time lost; or
  - (c) By any other arrangement which is just in the opinion of the parties or the arbitration board if appointed.

### **ARTICLE 10 – ARBITRATION**

- 10.01 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time, appoint its nominee to the Board of Arbitration. Within ten (10) working days thereafter, the other party shall appoint its nominee and notify the other party. The two nominees so appointed shall confer to select a Chairman for the Board of Arbitration. If they are unable to agree upon such a Chairman within a period of ten (10) working days, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.
- 10.02 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.
- 10.03 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.

- 10.04 No matter shall be dealt with at arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.
- 10.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union and the employees.
- 10.06 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the fees and expenses of the Chairman of the Arbitration Board.
- 10.07 **Sole Arbitrator:** Notwithstanding the foregoing provisions of this Article the Employer and the Union may mutually agree in writing to the appointment of a single arbitrator satisfactory to both parties in which case such arbitrator shall have the same jurisdiction, power and authority as has been given to the arbitration Board by the foregoing terms of this Article.

#### **ARTICLE 11 – SENIORITY**

- 11.01 (a) A full-time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement nor shall his name be placed on the full-time seniority list until after such time as he has completed six (6) months continuous active service with the Employer in a full-time position in the bargaining unit described in Article 2.01 since his most recent date of hiring. After completion of his full-time probationary period, the employee's full-time seniority shall date from his most recent date of hire in the full-time position.
- (b) A part-time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement nor shall his name be placed on the part-time seniority list until after such time as he has completed six hundred and twenty-five (625) hours of active service with the Employer in a part-time position in the bargaining unit described in Article 2.01 since his most recent date of hiring. After completion of his part-time probationary period, the employee's part-time seniority shall date from his most recent date of hire in the part-time position.
- 11.02 Full-time employee and part-time employee seniority list showing the names of those employees who have completed their probationary period shall be established for employees covered by this Agreement. Such seniority lists shall be updated annually. A copy of such list shall be supplied to the Local President and OPSEU Staff Representative at least once per year or as amended.



- 11.03 Seniority shall be lost and an employee shall be deemed to have quit his employment with the Employer if he:
- (a) Resigns his employment;
  - (b) is discharged;
  - (c) fails to report to work with five (5) days after issuance of notice of recall by registered mail to his last address on record with the Employer;
  - (d) is laid off for a period in excess of six (6) months or the length of his seniority whichever is less;
  - (e) fails to report to work upon the expiration of any leave-of-absence granted to him unless a reason satisfactory to the Employer is given;
  - (f) utilizes a leave-of-absence for a purpose other than that for which it was granted;
  - (g) retires or is retired.
- 11.04 It shall be the responsibility of the employee to keep the Employer informed of his current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.
- 11.05 (a) A part-time employee who has completed his part-time probationary period and who is offered and accepts a permanent full-time position after January 3, 1995 shall be considered to be on full-time probation and shall complete a probationary period of three (3) months continuous active service. Upon successful completion of this probationary period, the employee shall be credited with three (3) months continuous active service with the Employer in the full-time position and shall be given credit for his part-time seniority attained under Article 11.01 (b). (2080 hours worked part-time equals one (1) year full-time seniority). His name shall be added to the full-time seniority list on the basis of the above-noted seniority credits.
- A part-time employee who has not completed his part-time probationary period and who is offered and accepts a permanent full-time position after January 3, 1995 shall be considered to be on full-time probation and shall complete a probationary period of six (6) months continuous active service. Upon successful completion of this probationary period, the employee shall be credited with six (6) months

continuous active service with the Employer in the full-time position. His name shall be added to the full-time seniority list on the basis of the above-noted seniority credits.

- (b) A full-time employee who has completed his full-time probationary period and who is offered and accepts a permanent part-time position after January 3, 1995 shall not be required to serve the probationary period set out in Article 11.01 (b). Such employee shall be given credit for his full-time seniority attained under 11.01 (a) and his name shall be added to the part-time seniority list.

A full time employee who has not completed his full time probationary period and who is offered and accepts a permanent part time position after January 3, 1995 shall be required to serve the remainder of the probationary period set out in Article 11.01(b). If such employee has worked more than 625 hours in a full time position, he shall be considered to have completed the probationary period set out in Article 11.01(b). His name shall be added to the seniority list on the basis of the above-noted seniority credits.

## **ARTICLE 12 – JOB POSTING**

- 12.01 The Employer agrees to post notices of all permanent vacancies or new positions within the bargaining unit for a period of seven (7) working days. Such posting shall stipulate the title and salary of the position concerned. Notice of the first vacancy created by an employee who successfully bids for a permanent vacancy or new position herein will be posted for a period of three (3) working days. This posting provision does not apply to any subsequent vacancies created.
- 12.02 Until the vacancy is filled from the job posting provisions, the Employer is free to fill the vacancy or new position on a temporary basis up to six (6) months.
- 12.03 If in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the skills, ability, experience, training and perceived ability to relate to the client groups are equal between two or more employees, seniority shall be given due consideration when decisions are made with regard to promotions within the bargaining unit.
- 12.04 Notwithstanding Article 12.03, if no written applications are received by 5:00 p.m. on the seventh (7<sup>th</sup>) day of posting, or, if none of the applicants have the required skills, ability, training and perceived ability to relate to the client groups, the Employer may fill the new job or vacancy from within the bargaining unit and then from outside the bargaining unit.

12.05 It is understood that only employees who have completed their probationary period may bid for job postings hereunder. If an employee successfully bids for a job hereunder, he will not be eligible for a posted job within the bargaining unit for a period of six (6) months.

**ARTICLE 13 – LAYOFF AND RECALL**

13.01 (a) In the event that a reduction of the work force is required, the Employer agrees to lay off full-time and part-time employees in reverse order of seniority as set out in the seniority list provided that in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, full-time or part-time employees who remain on the basis of seniority are willing and best qualified to do the work available.

(b) In the event a full-time employee is laid off under 13.01 (a), the Employer agrees, provided there is a vacant part-time position, to offer such vacant part-time position to the full-time employee in accordance with his seniority on the full-time seniority list.

13.02 When recalling full-time and part-time employees after a layoff, those last to be laid off will be the first to be recalled provided that, in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the full-time or part-time employee to be recalled is willing and best qualified to do the work to which he is assigned.

**ARTICLE 14 – GENERAL**

14.01 The Employer shall provide space on the bulletin board in the Battle Centre for the convenience of the Union in posting notices regarding regular meetings and educational seminars. In work locations where a bulletin board is not provided, notices of Union activity will be placed in a binder. All such notices must be signed by the proper officer of the Union and submitted to the Employer for approval in writing before being posted or placed in a binder. Such approval shall not be unreasonably withheld.

14.02 An employee upon request shall be permitted to examine his personnel file no more than twice annually and the same shall be shown to the employee at the time designated by the Employer in the presence of the Employer’s designate and Steward if requested.

14.03 An employee authorized and required to transport a client in an emergency situation or to attend a conference at a time which includes a meal period will be reimbursed by the Employer for all meals up to:

Breakfast	\$ 4.00
Lunch	\$ 7.00
Dinner	\$ 12.00

The employee shall present receipts satisfactory to his supervisor in order to be reimbursed.

- 14.04 When the Employer decides to conduct an orientation for new employees, the Employer agrees to make available up to one-half (1/2) hour at a time to be determined by the Employer in order that either the Local Union President, or one steward recognized under Article 7.01 may advise new employees concerning the terms and conditions of the Collective Agreement. The Employer shall endeavour to provide the Local president with five (5) days notice of the date of the meeting
- 14.05 Upon successful completion of courses required and approved by the Employer in writing, full-time employees shall receive a maximum of \$150.00 in each calendar year as reimbursement for any course fees.
- 14.06 The cost of printing this Agreement shall be shared equally between the Union and the Employer.
- 14.07 The Employer shall provide a confidential personal data sheet to all full time employees once every three (3) months.

#### **ARTICLE 15 – LEAVE-OF-ABSENCE**

- 15.01 The Employer may, in its discretion, grant a leave-of-absence with or without pay to an employee who has completed his probationary period for legitimate personal reasons. Request for leave-of-absence shall be in writing and submitted to his immediate supervisor or Manager at least fifteen (15) working days in advance of the leave except as otherwise authorized by the Immediate Supervisor or Manager.
- 15.02 The Employer may, in its discretion, grant a leave-of-absence without pay to two (2) employees who have completed their probationary period to attend Union conventions provided that:
- (i) Such leave does not unduly interfere with the operational requirements of the Employer; and
  - (ii) the total leave granted hereunder shall not exceed seven (7) working days per year of the Agreement; and
  - (iii) the Union gives fourteen (14) working days notice of such leave to the Employer; and
  - (iv) No more than one (1) employee from the same location shall be absent at any one time.
- 15.03 Pregnancy and Parental Leave shall be granted in accordance with the requirements of the **Employment Standards Act of Ontario**.

- 15.04 If a full-time employee, who has completed his probationary period, is required to serve as a juror, he shall be paid his regular straight time hourly rate to a maximum of eight (8) hours per day for time lost from work solely due to the jury duty to a maximum of forty (40) hours per any one (1) week, provided he:
- (i) notifies his Immediate Supervisor or Manager immediately upon notification that he will be required to serve as a juror;
  - (ii) presents proof of service, and
  - (iii) promptly pays to the Employer, any amounts paid to him for such service exclusive of such amounts paid for travel and meal allowance.
- 15.05 Full-time employees absent from work for any continuous period of ten (10) working days or more, other than a period of vacation leave or paid sick leave, shall not earn vacation or sick leave credits during the period of any such absence and anniversary dates shall be adjusted accordingly. In addition, the Employer shall not be required to contribute to the payment of health and welfare benefits during any such absence. Full-time employees who desire to maintain health and welfare benefits through the Employer must arrange payment of premiums for all such benefits and pay for all such premiums through the Employer before commencing any absence.

#### **ARTICLE 16 – BEREAVEMENT LEAVE**

- 16.01 A full time employee who has completed his probationary period will be granted up to five (5) days leave of absence at his regular straight time hourly rate in the event of the death of the employee's mother, father, spouse (including same sex spouse and common law spouse) son, daughter, brother or sister. Such leave of absence shall be taken within thirty (30) days of the date of death.
- 16.02 A full-time employee who has completed his probationary period will be granted up to three (3) days' leave-of absence at his regular straight time hourly rate to make arrangements for and to attend the funeral of the full-time employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren and grandparents.
- 16.03 Payment for such days of absence is limited to the days actually missed from work as per the full time employee's scheduled working days.
- 16.04 A full time employee will not be eligible to receive payment under the terms of this Article for any period in which he is receiving payments in the form of paid holidays, disability or sick leave benefits or Workers' Compensation Benefits (W.S.I.B.).

If, during a full time employee's vacation an employee is bereaved in circumstances under which he would have been eligible for Bereavement Leave under this Article, he shall be granted Bereavement Leave and his vacation credits restored to the extent of the concurrent leave granted.

## **ARTICLE 17 – VACATIONS**

17.01 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from January 1<sup>st</sup> to the following December 31<sup>st</sup>. The following vacation provisions shall apply to full-time employees:

(a) All full-time employees shall be entitled to vacation with pay based on the length of continuous service in a full-time position as of December 31<sup>st</sup> of the vacation year in question as follows:

(i) Full-time employees who have completed one (1) year of continuous service in a full-time position as of December 31<sup>st</sup>, but less than five (5) years of continuous service in a full-time position shall be entitled to a vacation with pay at their regular straight time hourly rate accrued at the rate of 1.25 days per completed month of employment in a full-time position to a maximum annual vacation of fifteen (15) working days.

(ii) Full-time employees who have completed five (5) years of continuous service in a full-time position as of December 31<sup>st</sup>, but less than ten (10) years of continuous service in a full-time position shall receive an annual vacation with pay at their regular straight time hourly rate accrued at the rate of 1-2/3 days per completed months of employment in a full-time position to a maximum annual vacation of twenty (20) working days.

(iii) Full-time employees who have completed more than ten (10) years of continuous service in a full-time position as of December 31<sup>st</sup> shall receive an annual vacation with pay at their regular straight time hourly rate accrued at the rate of two (2) days per completed month of employment in a full-time position to a maximum of twenty-five (25) working days.

17.02 It is agreed and understood that Article 17.01(i), (ii) and (iii) do not apply to full-time employees hired after the Date of Ratification whose normal scheduled hours of work are less than forty (40) hours per week. The following shall apply to such employees:

(i) Such full-time employees who have completed one (1) year of continuous service in a full-time position as of December 31<sup>st</sup>, but less than five (5) years of continuous

service in a full-time position shall be entitled to a vacation with pay at their regular straight time hourly rate accrued and pro-rated according to hours worked in a week, based upon a forty (40) hour work week. This accrual is calculated upon this percentage of 1.25 days per completed month of employment in a full-time position to a maximum annual vacation of fifteen (15) working days. A day is defined as eight (8) hours.

- (ii) Such full-time employees who have completed five (5) years of continuous service in a full-time position as of December 31<sup>st</sup>, but less than ten (10) years of continuous service in a full-time position shall be entitled to a vacation with pay at their regular straight time hourly rate accrued and pro-rated according to hours worked in a week, based upon a forty (40) hour work week. This accrual is calculated upon this percentage of 1-2/3 days per completed month of employment in a full-time position to a maximum annual vacation of twenty (20) working days. A day is defined as eight (8) hours.
- (iii) Such full-time employees who have completed more than ten (10) years of continuous service in a full-time position as of December 31<sup>st</sup>, shall be entitled to a vacation with pay at their regular straight time hourly rate accrued and pro-rated according to hours worked in a week, based upon a forty (40) hour work week. This accrual is calculated upon this percentage of two (2) days per completed month of employment in a full-time position to a maximum annual vacation of twenty-five (25) working days. A day is defined as eight (8) hours.

- 17.03 Full-time employees shall provide the Employer with not less than two (2) months written notice of their preferred vacation period. Notwithstanding the above, a vacation request submitted with less than two (2) months notice will be considered by the Employer. The Employer shall endeavour to grant the chosen vacation. It is recognized that the final decision concerning the scheduling of vacations resides with the Employer.
- 17.04 A full-time employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his date of separation unless he leaves without giving two weeks; notice of termination in which case he shall only be entitled to vacation pay in accordance with the provisions of the **Employment Standards Act**.
- 17.05 Vacation time must be taken during the current vacation year or within the vacation year next following the accrual. A full-time employee shall be obliged to take all vacation days that exceed twenty in a vacation year as provided in Article 17.01 and 17.02.

17.06 Notwithstanding Article 17.03, it is agreed that when the Employer decides to temporarily close a program(s) for vacation, full-time employees working in such programs(s) may be required to use their vacation time during the period of program closure. In the event a full-time employee's vacation time entitlement is less than the period of program(s) closure, such full-time employee shall be entitled at the option of the full-time employee to:

- (i) Utilize lieu time owing to him pursuant to Article 20.03; or
- (ii) utilize a day or days designated as a Holiday pursuant to Article 18.03;
- (iii) be granted an unpaid leave-of -absence pursuant to Article 15.01.

The Employer insofar as is practical shall give the Full-time employee(s) working in the program(s) to be temporarily closed for vacation, one (1) month notice of the anticipated closure date.

Notwithstanding the foregoing, in the event that employer determines that alternative work is available and is deemed required, such work will be offered to full-time employees affected by the closure.

17.07 Part-time employees shall be granted vacation in accordance with the requirements relating thereto and as defined in the Employment Standards Act.

17.08 Part-time employees who are promoted to full-time position shall commence to accrue full-time vacation credits in accordance with Article 17.01 and 17.02 upon the date of promotion to the full-time position.

**ARTICLE 18 – HOLIDAYS**

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

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Civic Holiday  |                  |

18.02 A full time employee who is required to work on a holiday shall be paid for authorized work performed on such day at his regular straight time hourly rate for all hours worked and in addition, provided he works his scheduled day of work immediately preceding and following the holiday, the Employer shall grant another working day for the holiday which shall be



no later than the next annual vacation of the full time employee and the day so substituted shall be deemed to be the holiday.

- 18.03 Where a holiday falls on a full-time employee's day off or during the employee's vacation period, the Employer shall pay the employee his regular straight time hourly rate for all hours he would otherwise have worked on the holiday or shall designate a working day that is not later than the next annual vacation of the full-time employee and the day so designated shall be deemed to be the holiday provided the full-time employee qualifies in accordance with the conditions set out in Section 18.02 above. Holiday pay shall be calculated in accordance with the *Employment Standards Act, 2000*.
- 18.04 When the full-time employee is required to work on a holiday and does not work, the entitlements set out in Section 18.02 above shall not apply.
- 18.05 Holidays with pay to part-time employees shall be granted in accordance with the requirements relating thereto and as defined in the Employment Standards Act 2000. In addition, Boxing Day shall be granted in accordance with the requirements of the Employment Standards Act 2000.
- 18.06 For the purpose of the application of this Article only scheduled shifts worked between 12.01 a.m. and 12.00 midnight on the holiday shall be deemed to be worked on the holiday.

#### **ARTICLE 19 – PREFERENCE DAYS**

- 19.01(a) Full time employees shall be granted up to three (3) Preference Days per calendar year, such days to be taken by December 31 of the calendar year in which they are granted as follows:
- 19.01(b) Full time employees who are hired during the period January 1 to September 14 inclusive in any given calendar year shall accrue two (2) Preference Hours for each completed month of continuous active service in a full time position until November 30 of the calendar year in which they were hired. Such full time employees may not utilize these accrued Preference Hours until they have completed three (3) months of continuous service in a full time position. Further, such accrued Preference Hours must be taken by December 31 of the calendar year in which they are accrued.
- 19.01(c) Commencing in the calendar year following their year of hire, full time employees noted in (b) above shall be granted three (3) Preference Days (24 hours) per calendar year, such days to be taken by December 31 of the calendar year in which they are granted.
- 19.01(d) Full time employees hired on or after September 15 in any given calendar year shall not be entitled to Preference Days, nor shall they accrue Preference Hours in the calendar year in which they were hired.

- 19.01(e) Full time employees noted in (d) above shall, commencing in the calendar year following their year of hire and upon completion of three (3) months of continuous active service in a full time position, be granted three (3) Preference Days (24 hours) per calendar year to be taken by December 31 of the calendar year in which they are granted.
- 19.02 For the purpose of clarity, it is agreed and understood that Preference Days and/or Preference Hours expire on December 31 of the calendar year in which they are granted or accrue. There shall be no carry over of unused Preference Days or Preference Hours from one (1) calendar year to the next.
- 19.03 Eligible full time employees who wish to take Preference Days or Preference Hours must provide the Employer with not less than two (2) months written notice of the day(s) so requested.
- 19.04 Eligible full time employees shall be paid their regular straight time hourly rate for all regularly scheduled working hours taken under this Article up to a maximum of twenty-four (24) hours in total per calendar year for which they would otherwise be scheduled to work.
- 19.05 It is agreed and understood that there shall be no duplication of compensation to an eligible full time employee under this Article and any other Article of the Collective Agreement.
- 19.06 There shall be no payment of unused Preference Day(s) or Preference Hours upon termination of employment, retirement or death.

## **ARTICLE 20 – HOURS OF WORK AND OVERTIME**

- 20.01 It is hereby expressly understood and agreed that provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 20.02 (a) The normal scheduled hours for full-time employee shall be the basis of forty (40) hours per week.
- (b) Part-time employees shall be requested and/or scheduled to work as required by the Employer.
- 20.03(a) If a full-time employee is authorized to work and does work in excess of forty (40) hours per week up to and including forty-four (44) hours per week, he will be entitled to receive time off equivalent to the time so worked overtime.
- 20.03(b) If a full time employee is authorized to work in excess of forty-four (44) hours per week he shall be compensated at the rate of one and one-half

(1 ½) times his regular straight time hourly rate or lieu time off equivalent to one and one-half times the time so worked.

Each full time employee must provide the Employer with a letter designating whether he wishes to receive pay or the time off equivalent for overtime worked. The Employer will effect such designation within one (1) month from receipt of the employee's letter. Once such designation has been received it may not be altered without the consent of the Employer within the next six (6) month period. Where a full time employee does not make a designation, the Employer shall, at its own discretion, make a designation on a full time employee's behalf.

- 20.04 Employees recognize the need for overtime and agree to co-operate with the Employer in the performance of the same.
- 20.05 It is agreed that there will be no duplication of premiums under this Agreement, or pyramiding of overtime.
- 20.06 The Employer will endeavour to achieve the following objectives in the formation of work schedules for full-time employees:
- (a) Work schedules shall be posted at least fourteen (14) days prior to the commencement of the new work schedule. It is recognized and agreed that changes may be required to the posted schedule.
  - (b) The posted work schedule will reflect shifts that commence at least ten (10) hours from the completion of the employer's previous shift unless otherwise agreed to by the employee concerned.

## **ARTICLE 21 – EMPLOYEE BENEFITS**

- 21.01 The Employer agrees to continue its existing contributions under the present life insurance, extended health benefits plan, long term disability and dental plan for all eligible full-time employees who have completed three (3) months of continuous active service in a full-time position subject to the conditions and terms of the said plans for the duration of this Agreement.

See: Letter of Understanding

- 21.02 In the event an employee is required to use his automobile on behalf of the Employer, the Employer shall pay (*as of the Date of Ratification*) an allowance of thirty-one (31) cents per kilometre upon receipt of an official travel expense form approved by the employee's immediate supervisor.

**ARTICLE 22 – SICK LEAVE**

22.01 Pay for sick leave is for the sole and only purpose of protecting a full-time employee when he is legitimately ill and unable to work and will be granted on the following basis:

- (a) Sick leave will be allowed for sickness for full-time employees after the completion of their full-time probationary period on the basis of eight (8) hours per completed month of continuous active employment.
- (b) All unused sick leave may be accumulated to the credit of the full-time employee up to a maximum of twenty-four (24) days in total at any one time.
- (c) Once these credits are earned they may be used when sickness renders the full-time employee unable to perform assigned duties. Sick leave credits used will be deducted from the total credits accumulated.
- (d) A full-time employee upon returning to work from sick leave may be requested to present proof of sickness and fitness to return to work in the form of medical documentation satisfactory to the Employer from a duly qualified medical doctor.
- (e) Full-time employees shall not be entitled to sick leave for sickness or accident compensable by the Worker's Compensation Board. (WSIB).
- (f) Sick leave credits will expire on termination of employment or retirement or on death.
- (g) A full-time employee absenting himself on account of illness must notify the Employer on the first day of illness and each succeeding day of illness as follows:
  - (i) a minimum of two (2) hours before the commencement of his day shift (day shifts including those shifts starting up to 9:00 a.m.);
  - (ii) a minimum of six (6) hours before the commencement of any other shift for which an employee is to report for work.

Failure to give the notice specified above may result in loss of sick leave benefits for that day of absence.

22.02 A part time employee, upon returning to work after a non-compensable accident or illness, may be requested to present proof of the accident or illness and fitness to return to work in the form of medical documentation satisfactory to the Employer from a duly qualified medical doctor. When

the Employer requests medical documentation under this Article, the Employer shall pay up to a maximum of twenty dollars (\$20) per request upon receipt of an invoice satisfactory to the Employer.

**ARTICLE 23 – WAGES**

23.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set forth in Schedule “A” and Schedule “B”, as attached hereto and forming part of this Agreement.

**ARTICLE 24 – DURATION**

24.01 This Agreement shall continue in effect until the 24<sup>th</sup> of June, 2007 and shall continue automatically for annual periods of one year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

24.02 If pursuant to such negotiations an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

All amendments to this renewed Collective Agreement and Letters of Understanding to be effective on the Date of Ratification unless specifically noted to the contrary.

**IN WITNESS HEREOF** each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives

on the \_\_\_\_\_ of \_\_\_\_\_, 200 . on the \_\_\_\_\_ of \_\_\_\_\_, 200 .

FOR THE UNION

FOR THE EMPLOYER

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**SCHEDULE "A" – FULL-TIME EMPLOYEES****Classifications and Hourly Rates****Effective on the Date of Ratification (with Pay Equity 2004)**

	Start	1	2	3	4	5
Senior Support Worker	19.12	19.18	19.25	19.36	19.46	19.75
Support Worker	17.44	17.50	17.55	17.66	17.74	18.01
Awake Night	14.35	14.39	14.43	14.52	14.59	14.81

**Effective January 1, 2005**

	Start	1	2	3	4	5
Senior Support Worker	19.22	19.28	19.35	19.46	19.56	19.85
Support Worker	17.53	17.59	17.64	17.75	17.83	18.10
Awake Night	14.42	14.46	14.50	14.59	14.66	14.88

**Effective June 24, 2006**

	Start	1	2	3	4	5
Senior Support Worker	19.41	19.47	19.54	19.65	19.76	20.05
Support Worker	17.71	17.77	17.82	17.93	18.01	18.28
Awake Night	14.56	14.60	14.65	14.73	14.81	15.03

**Notes to Schedule "A"**

1.
  - (a) Full-time employees in the employ of the Employer on the Date of Ratification shall be placed in the appropriate Classification at the appropriate Step.
  - (b) Subject to any adjustment under paragraph 7 below, such full-time employees shall advance to the next Step in their Classification on the above wage grid based upon attainment of the next Anniversary of their Job Date.
  - (c) Subject to any adjustment under paragraph 7 below, the date such employee advances to each Step in his Classification shall be considered the employee's Job Date for further Step advancement in his Classification.
2.
  - (a) Full-time employees hired after the Date of Ratification shall be placed in the appropriate Classification on the above wage grid at the Start Rate.
  - (b) Subject to any adjustment under paragraph 7 below, such full-time employees shall advance to the next Step in their Classification on the above wage grid based upon attainment of the next Anniversary of their Job Date.
  - (c) Subject to any adjustment under paragraph 7 below, the date such employee advances to each Step in his Classification shall be considered the employee's Job Date for further Step advancement in his Classification.
3.
  - (a) A full-time employee who is promoted to a higher paid Classification shall be placed at the Start Rate of the higher paid Classification.
  - (b) Subject to any adjustment under paragraph 7 below, the date such full-time employee is promoted to a higher paid Classification shall be the employee's Job Date for advancement to the next Step in the higher paid Classification. Subject to any adjustment under paragraph 7 below, advancement to the next Step in the higher paid Classification shall be based upon attainment of the next Anniversary of his Job Date.
4.
  - (a) A full-time employee who is transferred or assigned to a lower paid Classification under Schedule "A" shall be placed at the same Step in the lower paid Classification as he was in prior to the transfer or assignment.
  - (b) Subject to any adjustment under paragraph 7 below, the date such full-time employee is transferred or assigned to a lower paid Classification under Schedule "A" shall be the employee's Job Date for advancement to the next Step in the lower paid Classification. Subject to any adjustment under paragraph 7 below, advancement to the next Step in the lower paid Classification shall be based upon attainment of the next Anniversary of his Job Date.

5. A full-time employee who is temporarily assigned to perform all the duties and responsibilities of a higher paid Classification under Schedule "A" for a period in excess of three (3) months shall be placed and paid at the Start Rate of the higher paid Classification for the term of the assignment.
6.
  - (a) A full-time employee who is transferred or assigned to a Regular Part-Time or Relief Position under Schedule "B" shall be placed at the same Step in the appropriate Classification under Schedule "B" as he was prior to the transfer or assignment to the part-time position.
  - (b) Subject to any adjustment under paragraph 7 below, the date such full-time employee is transferred or assigned to a Regular Part-Time or Relief position under Schedule "B" shall be the employee's Job Date for advancement to the next Step in the Schedule "B" Classification. Subject to any adjustment under paragraph 7 below, advancement to the next Step in the Schedule "B" Classification shall be based upon attainment of his next Anniversary of his Job Date.
7. For the purpose of determining an employee's Job Date for advancement to the next Step in his Classification an adjustment will be made to exclude any period of continuous absence from work on an unpaid leave which exceeds thirty (30) days.
8. It is understood and agreed that if the employee's Anniversary of his Job Date does not coincide with the start of a pay period, the wage adjustment shall commence on the first day of the following pay period.



**SCHEDULE "B" – PART-TIME EMPLOYEES****Classifications and Hourly Rates****Effective on the Date of Ratification (with Pay Equity 2004)**

	Start	1	2	3	4	5
Regular Part-Time	13.84	13.89	13.94	14.01	14.09	14.30
Relief	13.84	13.89	13.94	14.01	14.09	14.30
Temporary Full-Time	13.84	13.89	13.94	14.01	14.09	14.30
Asleep Night	59.08 per shift	59.19 per shift	59.30 per shift	59.41 per shift	59.51 per shift	59.78 per shift

**Effective January 1, 2005**

	Start	1	2	3	4	5
Regular Part-Time	13.91	13.96	14.01	14.08	14.16	14.37
Relief	13.91	13.96	14.01	14.08	14.16	14.37
Temporary Full-Time	13.91	13.96	14.01	14.08	14.16	14.37
Asleep Night	59.38 per shift	59.49 per shift	59.60 per shift	59.71 per shift	59.81 per shift	60.08 per shift

**Effective June 24, 2006**

	Start	1	2	3	4	5
Regular Part-Time	14.05	14.10	14.15	14.22	14.30	14.51
Relief	14.05	14.10	14.15	14.22	14.30	14.51
Temporary Full-Time	14.05	14.10	14.15	14.22	14.30	14.51
Asleep Night	59.97 per shift	60.07 per shift	60.20 per shift	60.31 per shift	60.41 per shift	60.68 per shift

**Notes to Schedule "B"**

1.
  - (a) Part-time employees in the employ of the Employer on the Date of Ratification shall be placed in the appropriate Classification at the appropriate Step.
  - (b) Subject to any adjustment under paragraph 5 below, such part-time employees shall advance to the next Step in their Classification on the above wage grid based upon attainment of the next Anniversary of their Job Date.
  - (c) Subject to any adjustment under paragraph 5 below, the date such employee advances to each Step in his Classification shall be considered the employee's Job Date for further Step advancement in his Classification.
2.
  - (a) Part-time employees hired after the Date of Ratification shall be placed in the appropriate Classification on the above wage grid at the Start Rate.
  - (b) Subject to any adjustment under paragraph 5 below, such part-time employees shall advance to the next Step in their Classification on the above wage grid based upon attainment of the next Anniversary of their Job Date.
  - (c) Subject to any adjustment under paragraph 5 below, the date such employee advances to each Step in his Classification shall be considered the employee's Job Date for further Step advancement in his Classification.
3. A part-time employee who is temporarily assigned to perform all the duties and responsibilities of a higher paid Classification in Schedule "A" for a period in excess of three (3) months shall be placed and paid at the Start Rate of the higher paid Classification for the term of the assignment. During such assignment the employee shall be considered a part-time employee for all purposes of the Collective Agreement except that he shall be entitled to take Sick Leave pursuant to Article 22.01 of the Collective Agreement commencing in the fourth (4<sup>th</sup>) month of the assignment. All Sick Leave credits shall expire at the end of the assignment.
4.
  - (a) A part-time employee who is promoted to a full-time position in Schedule "A" shall be placed at the Start Rate in the appropriate Classification under Schedule "A".
  - (b) Subject to any adjustment under paragraph 5 below, the date such part-time employee is promoted to a full-time position under Schedule "A" shall be the employee's Job Date for advancement to the next Step in the Schedule "A" Classification. Subject to any adjustment under paragraph 5 below, advancement to the next Step in the Schedule "A" Classification shall be based upon attainment of the next Anniversary of his Job Date.

5. For the purpose of determining an employee's Job Date for advancement to the next Step in his Classification an adjustment will be made to exclude any period of continuous absence from work on an unpaid leave which exceeds thirty (30) days.
6. It is understood and agreed that if the employee's Anniversary of his Job Date does not coincide with the start of a pay period, the wage adjustment shall commence on the first day of the following pay period.
7. The Employer will commence to calculate for Regular Part-time, Relief Staff, Temporary Full-time employees noted above in lieu of all fringe benefits (being those benefits to an employee in whole or in part by the Employer as part of direct compensation or otherwise save and except vacation pay) an amount equal to four percent (4%) of their straight time hourly rate. It is understood and agreed that this (4%) add-on payment in lieu of fringe benefits shall be paid to employees at a time determined by the Employer. The Employer agrees to endeavour to pay this percentage in lieu of benefits to Regular Part-time, Relief Staff, Temporary Full-time employees on their regular pay day. It is further understood and agreed that this (4%) add-on payment in lieu of fringe benefits shall not be included for the purpose of computing any premium or overtime payments.
8.
  - (a) Notwithstanding Article 2, it is agreed that Temporary Full-time employees and Relief Staff in the employ of the Employer are part-time employees for all purposes of this Collective Agreement.
  - (b) For the purpose of clarity, it is understood and agreed that:
    - (i) Temporary Full-time employees means those employees who are assigned, as required by the Employer, to work more than twenty-four (24) hours per week.
    - (ii) Relief Staff means those employees who are assigned to fill a part-time or full-time position as required by the Employer.
9. Relief Staff employees who are requested to work and who refuse to accept at least four (4) work assignments within one (1) calendar month shall lose their seniority and shall be deemed to have quit their employment with the Employer.

LETTER OF UNDERSTANDING #1 – Client Vacations

BETWEEN:

REENA

(herein called the “Employer”)

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the “Union”)

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 with respect to full-time employees who voluntarily accompany clients on vacation trips. In that regard, the parties agree as follows:

1. Article 20 – Hours of Work and Overtime do not apply to full-time employees accompanying clients on vacation trips.
2. A full-time employee who accompanies a client on a vacation trip shall reside in the vacation premises with the client(s) during the vacation trip except as noted below.
3. For the purposes of this letter only and during the vacation trip, a “day” means a twenty-four (24) hour period. During each day, full-time employees shall be compensated for only eight (8) hours at their regular straight time hourly rate.
4. The work week for full-time employees accompanying clients on vacation trips shall be determined by the Employer from time to time in accordance with the requirements of the Employer and the clients. However, full-time employees shall be entitled to two (2) consecutive days off work after five (5) consecutive days worked in accordance with paragraph three (3) above. During such two days, the full-time employee shall not be required to remain on the vacation premises.
5. In the event that Article 16 – Bereavement Leave, Article 19 – Jewish Holidays, Article 22 – Sick Leave become applicable to full-time employees accompanying a client on a vacation trip and occur during such trip, the full-time employee concerned, provided he qualifies under these Articles, shall be compensated at his regular straight hourly rate for up to eight (8) hours per day only.
6. The Employer shall pay all authorized expenses incurred by the full-time employee in connection with the vacation trip.

- 7. Full-time employees will be given first consideration to accompany clients on vacation trips. It is understood and agreed that the final decision of full-time employee volunteers is in the sole discretion of the Employer based upon the needs of the clients.

DATED at Toronto, Ontario,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200

DATED at Toronto, Ontario,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

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FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #2 – Dental Benefits

BETWEEN:

REENA

(herein called the "Employer")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the "Union")

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 concerning the following:

The dental plan referenced in Article 21 shall be amended to provide:

- (i) Effective thirty (30) days from the Date of Ratification, the 1997 Ontario Dental Fee Schedule shall become effective.
- (ii) Effective one (1) year from the Date of Ratification, the 1998 Ontario Dental Fee Schedule shall become effective.

DATED at Toronto, Ontario,

this \_\_\_\_\_ day of \_\_\_\_\_, 200

DATED at Toronto, Ontario,

this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

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FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #3 – Leave for Union Position

BETWEEN:

REENA

(herein called the “Employer”)

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the “Union”)

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 concerning the following:

- (i) When an employee, who has completed his probationary period, is elected as the President or First Vice-President of the Ontario Public Service Employee’s Union, the Employer shall grant a leave of absence without pay or Employee Benefits provided:

The Union gives the Employer no less than thirty (30) days advance notice in writing of the date upon which the leave is to commence, and

The maximum amount of such leave shall not exceed two (2) years, and

Such leave does not interfere with the operational requirements of the Employer, and

The Union reimburses the Employer for any employee replacement costs which have or may arise as a result of the leave, and

Not more than one (1) employee may receive leave hereunder at any one (1) time.

- (ii) An employee who is granted a leave of absence under this Letter of Understanding shall not earn vacation or sick leave credits during the period of any such absence and the employee’s anniversary and seniority date shall be adjusted accordingly. The employee shall not accrue seniority while on such leave of absence.
- (iii) The Union, as the Employer of the employee on leave under this letter of Understanding, shall be responsible for and shall pay any premiums, contributions, assessments and payments required to be paid by an Employer under any applicable labour related statute and such other applicable statutes including, but not limited to, the Employer Health Tax Act, Workplace Safety &

Insurance Act, Employment Insurance Act and Canada Pension Plan in connection with the employee while he is on such leave.

- (iv) It is understood and agreed that the Employer may hire a temporary employee to replace an employee who is granted a leave under this Letter of Understanding. Such temporary employee shall be considered a probationary employee for the term of his employment. Further, there shall be no obligation on the part of the Employer to continue the employment of the temporary employee beyond the term of the leave of absence granted under this Letter of Understanding.
  
- (v) Provided the Union gives the Employer thirty (30) days advance notice in writing of the date upon which the employee is to return to work, upon completion of the employee's leave of absence under this Letter of Understanding, the employee may return to work at Reena in his previous position provided it still exists, is available and the employee remains qualified to do the work. Should the employee's previous position not be available or should the employee not be qualified to perform the work, the employee may be offered such position and duties as are available and he is qualified to work.

DATED at Toronto, Ontario,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200

DATED at Toronto, Ontario,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #4 – Benefits Presentation

BETWEEN:

REENA

(herein called the “Employer”)

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the “Union”)

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 concerning the following:

The Employer is satisfied with its contract with the Maritime Life Assurance Company. Having said that, the Employer agrees to meet with representatives of the OJTBP and the Union within ninety (90) days of the Date of Ratification in order that such representatives may make a presentation to the Employer concerning the OPSEU Joint Trusteed Benefit Plan for bargaining unit employees.

DATED at Toronto, Ontario,

this \_\_\_\_\_ day of \_\_\_\_\_, 200

DATED at Toronto, Ontario,

this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

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FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #5 - ESED

BETWEEN:

REENA

(herein called the "Employer")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the "Union")

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 concerning the following:

In the event the Employer decides to introduce the use of Electronic Surveillance Equipment or Devices ("ESED") at any Reena location, the Employer, through the Labour Management Committee, shall discuss the location and reason for the same prior to its introduction.

It is agreed and understood that material gathered through the use of the ESED's shall be used for lawful purposes and shall respect the privacy of those who receive support from Reena.

DATED at Toronto, Ontario,

DATED at Toronto, Ontario,

this \_\_\_\_\_ day of \_\_\_\_\_, 200

this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #6 – Compressed Work Week

BETWEEN:

REENA

(herein called the "Employer")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the "Union")

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 concerning the following:

The Employer agrees to convene a Labour Management meeting to discuss the issue of a Compressed Work Week Schedule and to identify the terms of the Collective Agreement which may need clarification at any time a schedule is revised to include normal hours of work of more than 8 hours in a day.

DATED at Toronto, Ontario,

this \_\_\_\_\_ day of \_\_\_\_\_, 200

DATED at Toronto, Ontario,

this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

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FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #7 – Labour Management Discussion

BETWEEN:

REENA

(herein called the "Employer")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the "Union")

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 concerning the following:

The Employer does have in place a Policy and Procedure concerning the investigation of "alleged abuse". This Policy and Procedure has been communicated to employees. To ensure awareness of this Policy and Procedure, a copy of the same will be re-issued to the employees. Should the Union have any questions concerning this Policy and Procedure, the Employer agrees to discuss the same at a Labour Management meeting convened for that purpose.

DATED at Toronto, Ontario,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200

DATED at Toronto, Ontario,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #8 – Lump Sum Payments

BETWEEN:

REENA

(herein called the "Employer")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the "Union")

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 concerning the following:

Full time employees on the active payroll of the Employer on the Date of Ratification shall be paid, within two (2) weeks following the Date of Ratification, a lump sum payment of two hundred dollars (\$200.00), less applicable deductions.

Part time employees on the active payroll of the Employer on the Date of Ratification, who have worked a minimum of 104 hours in the three (3) months preceding the Date of Ratification, shall be paid within two (2) weeks following the Date of Ratification, a lump sum payment of one hundred and twenty-five dollars (\$125.00), less applicable deductions.

A further lump sum payment shall be made to full time employees, on the active payroll of the Employer, on June 30, 2005 who have completed their probationary period. This lump sum payment shall be three hundred dollars (\$300.00), less applicable deductions and shall be paid no later than July 31, 2005.

A further lump sum payment shall be made to part time employees, on the active payroll of the Employer on June 30, 2005, who have worked a minimum of 104 hours in the three (3) months preceding June 30, 2005. This lump sum payment shall be one hundred and seventy-five dollars (\$175.00), less applicable deductions and shall be paid no later than July 31, 2005.

DATED at Toronto, Ontario,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200

DATED at Toronto, Ontario,  
this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF INTENT

BETWEEN:

REENA

(herein called the "Employer")

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 554

(herein called the "Union")

This will confirm the understanding of the parties with respect to the duration of the Collective Agreement which expires June 24, 2007 concerning the following:

It is the intention of the employer to endeavour to fill available shifts within a community support group (CSG) from the CSG relief employee list prior to engaging agency staff.

The parties shall meet within 90 days of the Date of Ratification to develop a protocol which will include the following guidelines:

- Development of the CSG relief lists prior to the posting of each work schedule within the CSG – eg. Written notice of specific shift availability during the work schedule.
- No overtime payments to be incurred by the employer.
- Maximum number of hours worked per week and number of consecutive weeks.
- Failure to accept and work shifts for which employees have initially stated their availability will result in removal from the relief list for the balance of the schedule.
- The understanding that the employer requires six (6) hours prior to notification of the commencement of the available shift before the implementation and application of the protocol.

DATED at Toronto, Ontario,

DATED at Toronto, Ontario,

this \_\_\_\_\_ day of \_\_\_\_\_, 200

this \_\_\_\_\_ day of \_\_\_\_\_, 200

FOR THE UNION

FOR THE EMPLOYER

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