

COLLECTIVE AGREEMENT

between

**COMMUNITY LIVING LONDON
(hereafter referred to as the Employer)**

and

**ONTARIO PUBLIC SERVICES EMPLOYEES UNION
(hereafter referred to as the “Union” and it’s Local 144)**

EFFECTIVE: April 1, 2004 to March 31, 2006

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Article 1 – Purpose

1.01 Parties to Agreement and Purpose

The parties to this agreement are
COMMUNITY LIVING LONDON
(hereinafter referred to as the Association or Employer)
and
Local 144
OPSEU
(hereinafter referred to as the Union)

1.02 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Association and its employees, to provide machinery for the prompt and equitable disposition of grievances and efficient operation of the Employer and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

Article 2 - Recognition

2.01 The Association recognizes the Union as the sole bargaining agent of all employees of Community Living London in London, Ontario, save and except supervisors and persons above such rank, office and clerical employees and students employed during the school vacation period.

2.01A Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun when the context requires, and vice versa.

2.02 For purposes of definition in this agreement, a full time employee is one who is regularly scheduled to work in excess of twenty-four (24) hours per week as averaged over an eight (8) week period.

2.03 For the purposes of definition in this agreement, a part time employee is one who is scheduled to work up to forty eight (48) hours biweekly.

2.04 For purposes of definition in this agreement:

- 1) A contract employee is one who is hired from outside of the bargaining unit to cover the absence of a full-time employee where the length of such service is known and exceeds a period of five (5) weeks, or to work in a position of a non-recurring nature. Contract employees shall not be entitled to grieve the termination of their contract.
- 2) A temporary assignment is the assignment of a bargaining unit employee for a period of greater than five (5) weeks, but no longer than twelve (12) months, to a position normally held by another bargaining unit employee, as a result of the employee being the successful candidate for the posting of the assignment.

- 2.05 For purposes of definition in the agreement a casual employee is one who is not regularly scheduled for work but is called in on an “as needed” basis to cover emergency situations, vacations or leaves-of-absence of less than five (5) weeks duration.
- 2.06 For purposes of this agreement the definition of job sharing shall be: two employees sharing the job and resources of one (1) full-time position as outlined in the job sharing arrangement in Article 12.04.
- 2.07 For purposes of this agreement, casual, part time, including part-time on temporary assignments and contract employees will receive pay and benefits in accordance with the part time provisions in this agreement.

Article 3 - Management Rights

- 3.01 Subject to the terms of this agreement the Union acknowledges that the management of the Association’s operations and direction of employees is fixed in the Association and without restricting the generality of the foregoing the Union recognizes that it is the exclusive function of management to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, direct, transfer, classify, promote, demote, layoff or discipline employees provided that a claim of improper classification, promotion, demotion, layoff or transfer or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and
 - c) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees except as specifically limited by the expressed provisions of this agreement;
 - d) determine the nature and kind of operations conducted by the Employer, the kinds and locations of operations, the equipment and materials to be used, the number of employees to be employed, their job content and their qualifications, the extension, limitation, curtailment or cessation of operations or part thereof and to determine and exercise all other functions and prerogatives in accordance with its commitments, obligations and responsibilities all of which shall remain solely with the Association except as limited by the expressed provisions of this Agreement.

Article 4 – Relationship

- 4.01 The Employer and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.
- 4.02 The Association and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by the parties or their representatives because of membership or non-membership in the union or his/her activity or lack of activity in any labour organization.

- 4.03 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Executive Director for the Association and a designated, authorized member of the Union and the local Regional office of the Union.
- 4.04 There shall be no strikes or lockouts or picketing so long as this agreement continues to operate. The words “strike” and “lockout” have their meaning attributed to them in the interpretation section of the Labour Relations Act.
- 4.05 The Association shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any illegal strikes, picketing, stoppage or slow down but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in the grievance procedure herein.
- 4.06 The Union agrees that it will not involve any employee of the Association or the Association itself in any dispute which may arise between any other employer and the employees of such other employers.

Article 5 - Check Off of Union Dues

- 5.01 The Association agrees that during the life of this agreement it will deduct a sum equal to regular Union dues from each pay, due each pay period from each employee in the bargaining unit from the first day of employment and whether or not the employee is a member of the Union and to remit the same once per month prior to the 15th day of the month following, to the Union. The Association shall when remitting such dues name the employees from whose pay such deductions have been made and provide their Social Insurance Number. The amount of regular Union dues shall be as certified from time to time to the Association by the Secretary-Treasurer of the Union.
- 5.02 Union dues shall be deducted as per article 5.01 on retroactive increases to basic wages which are obtained by direct negotiations, interest arbitrations, rights arbitrations, pay equity settlements, major reclassification or by any other method which produces retroactive wage increases.
- 5.03 From and after the execution of this collective agreement by both parties the Association as a condition of employment shall require its employees to complete such authorization to deduct a sum equal to Union dues as provided for in Article 5.01 hereof and to maintain the same during the period set forth in this article.
- 5.04 Check off of dues shall continue during the lifetime of this agreement or any renewal.
- 5.05 The Association agrees to include the annual total of dues deducted on each employee's T-4 slip.
- 5.06 The Union agrees to save the Association harmless and to indemnify the Association with respect to any claim made against the Association by any employee or any group of employees arising out of the deduction of union dues as herein provided.

Article 6 - Representation

- 6.01 The Union will keep the Association informed of the Union's executive body, committees, and local regional representation.
- 6.02 For purposes of this article, the name and position of each of the committee members, from time to time selected, shall be given to the Association in writing and shall not include more than one (1) person per location of employment on any given committee.
- 6.03 The Association will not recognize any individual member or group of members undertaking to represent the Union at meetings with the Employer on behalf of the Union without proper authorization of the Union in writing.
- 6.04 Employees shall have the right to the assistance of OPSEU representatives and stewards at all times with the approval of the supervisor or manager involved. Such approval shall not be unreasonably withheld.
- 6.05 The Unit steward shall be granted two(2) hours per week, without loss of pay to attend to the legitimate Union business of the Unit.
- 6.06 The Association agrees to notify the unit steward of the name and address of any new employee of the Association within the bargaining unit, and where in the Association's operations the employee is initially located.
- 6.07 The Grievance Committee will be comprised of the grievor, a steward of the grievor's choice and the staff representative or designate.
- 6.08 The Association acknowledges the right of the employees to select a Negotiation Committee of up to four (4) representatives, two (2) of whom shall be part time, and will not include more than one (1) full time employee per location of employment. The Association will recognize the said Committee and the Union Representative for contract negotiation purposes.
- 6.09 The parties mutually agree that there are matters that would be beneficial if discussed at a Labour/ Management Committee meeting during the term of this agreement. The Committee shall be comprised of an equal number, but not more than six (6), representatives of each party and shall meet at a time and place mutually satisfactory. The committee shall meet once every three (3) months, unless agreed otherwise. A notice of meeting shall be in writing at fourteen (14) days prior to the agreed upon date and accompanied by an agenda of items to be discussed. Minutes of the Labour/ Management Committee shall be recorded and posted within fifteen (15) days following their approval.

Article 7 - Grievance Procedure

- 7.01 For purposes of this agreement a grievance is defined as any difference arising between the parties relating to working conditions and the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable. An employee who has a complaint shall first discuss it with his supervisor. The

employee may be accompanied by his steward if he so desires. Such a complaint shall be brought to the attention of the immediate supervisor within ten (10) business days of the incident leading to the alleged grievance. The immediate supervisor's decision shall be given verbally within five(5) business days.

Step 1

Should the grievance remain unsolved, the employee may present a grievance in writing on a written grievance form supplied by the Union to his/her immediate supervisor within ten (10) business days of receiving the reply to the verbal complaint. The grievance shall contain a statement of the nature of the grievance and indicate the relief sought and shall be signed and dated by the employee. The immediate supervisor shall answer the grievance in writing within ten (10) business days.

Step 2

Failing settlement of the grievance at step 1 the Union may within five (5) business days of receiving the response of the immediate supervisor, refer the matter to the Executive Director in writing. Within the next five (5) business days the Grievance Committee and the Executive Director shall meet to discuss the matter. If the grievance is not settled within five (5) business days of the meeting, it may be referred to arbitration as hereinafter provided.

- 7.02 If at any step of the grievance procedure the grievance has not been processed by the Association within the time limit as prescribed the grievance shall automatically be advanced to the next step.
- 7.03 Time limits set forth herein are mandatory and not directory and the failure of an employee to follow the procedure laid down in this article shall result in forfeiture of all rights to the grievance procedure. The times limits fixed in this agreement may be extended by mutual consent of both parties to this Agreement provided that there shall be no obligation on either party to consent.
- 7.04 When referred to in this agreement, "business days" are exclusive of Saturdays, Sundays and Paid Holidays.

Article 8 - Discharge Grievances

- 8.01 A claim by an employee who has completed the probationary period that s/he has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director at Step 2 of the grievance procedure within ten (10) business days after the employee ceases to work for the Association and for the purposes of this article, Step 1 shall be waived. A probationary employee may be discharged or suspended without just cause and no claim by a probationary employee that s/he has been discharged or suspended without cause may be treated as a grievance.
- 8.02 Notice of layoff to an employee shall be two (2) weeks.

8.03 A contract employee shall have no right to grieve termination at the end of the contract period.

Article 9 - Policy Grievance

9.01 A policy grievance is defined as a complaint arising directly between the Employer and Union concerning the interpretation, application or alleged violation of the agreement.

9.02 The Association may complain to the Union with respect to the conduct of any employee covered by this Agreement or any complaint with respect to the conduct of Officers, Committee Members or Union Representatives and if such complaint is not settled to a mutual satisfaction of the parties it may be treated as a grievance and similarly, the union may process policy grievances which are not otherwise processed by individual employees subject to the terms of this Agreement.

9.03 All policy grievances shall be initiated in writing at step 2 of the grievance procedure and the times set forth therein shall be applicable.

9.04 No policy grievance shall be considered which usurps the rights of management.

Article 10 - Arbitration

10.01 Where a grievance is not resolved after exhausting the Grievance Procedure, either of the parties may notify the other party in writing of its desire to submit the difference of the allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) business days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) business days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the minister of Labour, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs. Each of the parties hereto shall jointly bear the expenses of the third party, and any cost of the place of hearing of such arbitration if and when the necessity arises.

10.02 The Board of Arbitration shall not have any power to alter, modify or change any of the provisions or any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

10.03 **Single Arbitrator** - Notwithstanding the forgoing provision of this article, the parties hereto may in substitution for the above procedure agree in writing to appoint one (1) arbitrator satisfactory to both parties, in which cases such arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the forgoing terms of this Article.

Article 11 - Bulletin Board

11.01 It is agreed and understood that the Association will provide at no cost to the Union and shall place in mutually agreeable locations, bulletin boards and/or binders to be used for the purpose of posting Union notices and job postings therein, being a maximum of one (1) bulletin board and/or binder per facility.

Article 12 - Job Posting

Full Time Employees

12.01 A notice of any vacant or newly created position forming part of this Agreement shall be posted on the bulletin boards for a period of seven (7) business days and shall indicate the number of employees required, the location of, title and qualifications, description and salary of this position. Only employees who apply in writing will be considered for the vacant or newly created position subject to the rights of the Association to hire from outside as set forth herein. Each applicant will be informed of the outcome of the posting in writing upon request.

12.02 It is agreed and understood that the Association shall attempt to fill all job vacancies from within the bargaining unit before hiring from outside provided bargaining unit employees have made application in writing and have the necessary qualifications to fill the vacant position. Applications shall be considered upon the following factors:

- a) skills, ability, experience, knowledge, training and competence;
- b) the ability to relate to the client group
- c) seniority

Where the qualifications in factors (a) and (b) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

12.03 If an employee is absent from work s/he will have the right to apply for any vacant position, provided the vacant position has not yet been filled. Such absent employee must make his application within the time specified and consideration of his application will not delay the filling of the position.

12.04 Job Sharing

1. Full-time employees or the Employer may propose a job sharing arrangement, and if agreed to by the union and the Employer, it shall be implemented.
2. Employees who enter into such a job sharing arrangement shall continue to be included in the bargaining unit as regular part-time employees notwithstanding the recognition provisions of the Collective Agreement, and this Paragraph 2 shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement, and unless modified by this Article, all terms and conditions of the Collective Agreement shall continue to apply.
3. Two employees sharing one (1) full-time position shall receive wages at the straight full-time hourly rate, plus pro-rated benefits and holidays. It is the parties' objective to ensure that two employees who are sharing one (1) full-time position

- shall not receive any benefits superior individually or cumulatively to that which a non-sharing full-time employee would individually receive.
4. Such proposal shall be limited to splitting one (1) full-time position into two (2) parts. The total number of full-time positions allowed to job share would be a maximum of 10% (to the next full-time position) of full-time equivalent positions.
 5. Individuals who are presently working full-time and wish to make application to job share shall do so in writing to their supervisor. The applicant's portion of the position will not be posted, but the remainder of the original shall be posted as per the Collective Agreement. A successful applicant shall meet with the supervisor to discuss the job sharing arrangements. A union representative may accompany the employee to the meeting.
 6. If the number of applications to job share is greater than is acceptable to the employer the decision of which job(s) is (are) to be shared shall be based upon the seniority of the applicants with the most senior given preference, subject to any applicant having the qualifications to perform the shared job to the Employer's normal standards.
 7. If one of the job sharers permanently vacates his position, for whatever reason, and the job shared position reverts to full-time, then the remaining job sharer shall assume the full-time position if he so desires and if he was a full-time employee when he entered into the job sharing arrangement. If job sharing is to continue, then the vacancy shall be posted according to the Collective Agreement. If the vacancy is not filled successfully, the remaining job sharer shall have a final opportunity to assume the non-shared full-time position if he was a full-time employee when he entered into the job sharing arrangement. If he refuses it will be posted as a full-time position in accordance with the Collective Agreement. The remaining job sharing employee could be reassessed to hire as regular part-time if agreed to by the Union and the Employer. If one of the job sharers temporarily vacates his position for a leave of absence of more than sixty (60) consecutive calendar days, the remaining job sharer shall have the opportunity to assume the full-time position until the return of the other job sharer. However, if the remaining job sharer declines to assume the full-time position the Employer may fill the job sharer position on a temporary basis.
 8. An employee participating in job sharing who wishes to return to a full-time position must apply through the posting provisions of the Collective Agreement when such positions become available.
 9. Posted schedules for job shared positions will be identical to the full-time positions they replace.
 10. Job sharers will have the option of determining between themselves which portion of the work schedule they will work. If the job sharers are unable to agree on the hours they will work within five (5) working days of the creation of the shared job, the Employer shall schedule such work and the job sharers shall work in accordance with the posted schedule.
 11. The seniority and service accruals of an employee participating in a job sharing arrangement shall continue to accrue in accordance with hours paid.
 12. Any difference that may arise from the implementation of job sharing shall be discussed by the parties at a Labour/Management meeting. If no agreement can be

reached between the parties, the particular job sharing arrangement involving specific employees which was the subject of the difference shall cease to exist and Paragraph 7 herein shall become applicable with respect to the employees concerned.

13. The Employer or the employee may discontinue job sharing with thirty (30) calendar days' notice to the other party or such other notice as may be agreed to by the parties. In such instances Paragraphs 7 and 8 herein shall become applicable with respect to the employees concerned.

Part Time Employees

12.05 Where management requires additional part time help they will first offer additional hours, where practical, to part time employees who have applied in writing for additional hours of work. The granting of extra hours will be based on skills, ability, knowledge, training, competence and the ability to relate to the client group. Where these factors are judged to be relatively equal then seniority shall govern.

12.06 Where a part time employee wishes to change work locations, s/he will apply in writing for a transfer which must be considered before hiring from outside the Association.

Article 13 - Seniority

- 13.01 a) Subject to Article 13.04, full time employees earn seniority based on their length of continuous service with the Association in any position in the bargaining unit, expressed in years or parts thereof. A full-time employee is deemed to be in continuous service;
 - i) when actually at work for the Association and
 - ii) when on an approved absence
- b) Part time employees earn seniority based on their total number of hours worked for the Association as a part-time employee in the bargaining unit, expressed in years or parts thereof.
- c) Employees moving between full-time and part-time and vice versa maintain their seniority.
- d) An employee shall be on probation until s/he has completed five hundred and twenty (520) hours of work for the employer.
- e) Probationary employees shall be evaluated after three hundred and twenty (320) hours worked and again, if necessary, after four hundred (400) hours worked.
- f) The Association may require the probationary period to be extended for an additional five hundred and twenty (520) hours to a total of one thousand and forty (1040) hours, provided the Association informs the Union and the employee at least ten (10) calendar days prior to the expiration of the initial probationary period.
- g) Seniority shall be established upon the successful completion of the probationary period and shall be effective from the date of employment in a position covered by this agreement.
- h) The Association shall notify the employee and the unit steward, in writing, within thirty (30) calendar days of the successful completion of the probationary period.

- i) Seniority is a factor in respect of the following processes only:
 - i) Layoff and recall
 - ii) Job Posting
 - iii) Choice of vacation schedule
 - iv) Scheduling of hours of work for part-time employees.

13.02 During the probationary period neither party shall be required to give the other party more than seven (7) calendar days notice of termination of employment. During the probationary period the Employer may dismiss a probationary employee without cause. The dismissal, the reason for the dismissal, or the lack of reason for dismissal; the cause or the lack of cause; layoff, failure to recall after layoff or the reason or lack of reason to recall after layoff, of a probationary employee shall not be the subject of a grievance.

13.03 An employee shall lose all seniority and shall be deemed to have terminated his/her employment if s/he:

- a) voluntarily leaves the employ of the Association or is retired;
- b) is discharged and is not reinstated through the grievance procedure or arbitration.
- c) is absent from work without permission for one (1) scheduled shift during which time s/he has not contacted the Association;
- d) fails to return to work on termination of an authorized leave of absence;
- e) utilizes the leave of absence for purposes other than which it was granted.
- f) fails to return to work within seven (7) calendar days after being recalled from layoff with notice sent by registered mail, provided that the employee shall have three (3) calendar days to respond to the notice and if the employee desires to return to work the employee shall communicate that desire to the employer within three (3) calendar days and agree to return to work within fourteen (14) calendar days of the date of the notice or as the Association and the employee shall otherwise agree;
- g) is off the payroll for a continuous period of three (3) months for any reason other than illness or injury. In the case of a leave of absence this period may be extended upon mutual agreement in writing prior to the end of the three (3) month period.

It is the responsibility of the employee to provide a reasonable explanation to the Association for his/her absence giving reasonable cause therefore.

13.04 With the exception of pregnancy/parental leave, during which an employee's seniority shall accumulate in accordance with the Employment Standards Act:

- i) a full-time employee shall continue to accumulate seniority during the first thirty (30) working days of absence from work, after which the employee shall maintain but not further accumulate seniority; and
- ii) a part-time employee shall maintain seniority during absences from work.
- iii) an employee who accepts an acting position outside of the bargaining unit shall continue to pay union dues and accumulate seniority for the first sixty (60) working

days; after which the employee shall maintain but not further accumulate seniority and shall not pay union dues. The employee shall retain the right to return to their former position in the bargaining unit, on completion of the acting assignment, or to a comparable position if the former position no longer exists.

- 13.05 a) A combined seniority list according to the records of the Association with seniority expressed in years shall be posted semi-annually by January 31st and July 31st. A copy shall be supplied to the Unit Steward of the Union and a copy posted on each bulletin board. Such copy shall include sick leave time credits.
- b) For the purposes of calculating seniority for drivers one trip shall be deemed to equal one and one half hours of seniority.
- c) A seniority year shall be 2080 hours.

Article 14 - Technological Changes

- 14.01 In the event of proposed technological changes, or in the event of changes resulting from work reorganization which affects the employees in the bargaining unit, the Association agrees to discuss such changes with the Union executive before such changes are made.
- 14.02 In the event an employee requires training, as determined by the Association, to perform a job in a position to be changed, the Association agrees to allow the employee up to three (3) months for the purposes of retraining. During the period of training the position may be filled by temporary staff.
- 14.03 Subject to the factors listed in Article 12.02 employees displaced by any technological change will be given the first opportunity to apply for any new position created by such technological change or any other vacant position before the position is posted in the normal manner.

Article 15 - Layoff and Recall

Full-Time Employees

15.01 Layoffs shall be based upon the following factors:

- a) skill, ability, experience, knowledge, training and competence;
- b) the ability to relate to the client group
- c) seniority.

Where the qualifications in factors a and b are relatively equal, seniority shall govern; that is the least senior employee shall be laid off first; provided that a claim by the employee of improper layoff may be grieved. A Board of Arbitration when reviewing such grievance pursuant to this article shall not substitute its judgement for the judgement of the Association as to the relative equality of the qualifications listed therein.

- 15.02 The Association agrees to notify the Union or an OPSEU representative prior to implementation of a layoff and if reasonably possible to discuss the layoff with the Union. Every reasonable effort will be made on the part of the Association to assist employees affected by a layoff to find alternative employment.

- 15.03 The Employer, upon rehiring agrees to do so in inverse order of layoff, provided that the eligible employee has the qualifications as specified in 15.01 for the position which is vacant. The employer also agrees to rehire employees from the recall list who are qualified for the available positions, before rehiring from the open market.
- 15.04 The employee recalled and reinstated to his/her former position shall receive the appropriate rate of pay for that position at the time of recall. Any employee recalled and reinstated to any other position will receive the appropriate pay for such position at the time of recall.
- 15.05 Any employee who has completed his/her probationary period and is laid off may continue to participate in the hospital and medical plans for a period of 31 days.

Part time Employees

- 15.06 When scheduled part-time hours are no longer necessary in a work location then the affected part-time employee has the right to assume the part-time hours of the least senior employee based on skill, competence and ability to relate to the client group.

Article 16 - Sick Leave

Full-time Employees

- 16.01 All full-time employees covered by this agreement shall be eligible for a sick leave credit of eight (8) hours for each one hundred and sixty (160) hours worked. Sick leave credits are granted for the sole purpose of protecting an employee against loss of income due to illness or accident and are granted subject to the conditions set out in this article. Sick leave shall be cumulative to a ceiling of three hundred and sixty (360) hours.
- 16.02 Where an employee is absent as a result of sickness or accident and is receiving the Weekly Indemnity benefit or Long Term disability insurance under the Group Insurance Plan for the employees of the Association, the employee shall receive from the Association the difference between his regular pay and the amount being received from the Group insurance to the maximum amount in aggregate of the dollar value of the existing sick leave credit.
- 16.03 When the employee is receiving benefits from WSIB (Workplace Safety and Insurance Board), then at the employee's option s/he will receive the difference between his/her pay and the Board's award to the maximum amount in aggregate of the existing sick leave credit.
- 16.04 If an employee on authorized vacation or on leave of absence is unable to return to his/her employment when scheduled to do so because of illness or injury not covered by WSIB such employee will be entitled to use any accumulated and unused sick leave standing to his/her credit.
- 16.05 The number of hours an employee is absent due to illness or accident shall be deducted from the employee's sick leave credits in four hour blocks. Where an employee is absent

on WSIB or Short Term Disability only the actual hours paid shall be deducted from the sick bank.

- 16.06 Proof of illness shall be established by submission of a medical certificate on any absence of three (3) days or more duration. If, at any time, the Association has any doubt that the employee is ill, the Association may, at its expense, require proof of sickness by a medical certificate for any such absence. A waiver by the Association of a medical certificate in any case shall not be deemed to establish a precedent and the Association may require the medical certificate at any time during the course of this agreement pursuant to the terms thereof.
- 16.07 A record of all unused sick leave will be kept by the Association and information from such record shall be provided upon reasonable request of the employee.
- 16.08 There will be an operating directive that time taken by employees for reasonable and necessary doctor and related medical appointments shall be deducted from overtime credits of employees who have accumulated overtime. Employees who do not have accumulated overtime will have the time deducted in increments of four hour blocks from the sick bank.

Article 17 - Leave of Absence

Bereavement Leave

- 17.01 In the case of the death of a spouse including a same-sex or common-law spouse or child including a step-child an employee shall be permitted to be absent for seven calendar days. In the case of death in the immediate family, namely mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent an employee shall be permitted to be absent for not more than three (3) days. In the case of the death of a grandparent or “grandparent-in-law” or grandchild, an employee shall be permitted to be absent for not more than two (2) days. Such leaves shall include the day of the funeral. Employees shall be paid for only the days absent for which they had been scheduled to work.

Union Leave

- 17.02 Leave of absence without pay shall be granted, upon fifteen (15) days prior written request to the employer, to employees elected or appointed to represent the Union at conventions, seminars and/or meetings.
- 17.03 When an employee is elected or appointed to a full-time position with OPSEU or with an organization to which OPSEU is affiliated, the Employer shall grant leave of absence without pay for the duration of such leave. At the end of the assignment the employee shall be reinstated to his former position at the then current salary.

Jury Duty

17.04 The Association shall pay any employee who is required to serve as juror or court witness the difference between his normal earnings and the payment s/he receives for jury service or court witness. The employee will present proof of service and the amount of pay received. Leave for jury duty or leave for witness duty shall not be given, if the requirements of jury duty or the requirements of the employee as a witness do not affect the employee's shift. Employees who have served as a juror or court witness and who are scheduled for an evening shift shall have the opportunity to book themselves off of that evening shift, without pay, with the agreement of the immediate supervisor.

Personal Leave

17.05 An employee shall be entitled to a leave of absence without pay and without loss of seniority when the employee requests it for good and sufficient reason, the determination of which shall be at the discretion of the Association and failure to grant such leave shall not be the subject of a grievance.

Educational Leave of Absence

17.06 An unpaid leave of absence without loss of seniority may be granted to an employee with one (1) or more years of service to attend a recognized college, or university full time program. The course of instruction shall be relevant to the employee's employment with the Association. The granting or refusal for the request is at the sole discretion of the Association and shall not be the subject of a grievance.

Article 18 - Pregnancy, Parental, Adoption Leave

18.01 Pregnancy, Parental and Adoption leave shall be in accordance with the Employment Standards Act

18.02 If vacation earned up to the commencement of leave has not been taken, vacation pay will be added to the final cheque before commencement of leave.

Article 19 - Vacation

Full-time

19.01 Full-time employees will be entitled to annual paid vacation as set out below:

- a) From the commencement of full-time employment until December 31 of that year, full-time employees will earn 1.25 days per month of full-time employment.
- b) During the first, second, third and fourth complete years of full-time employment (January to December), full-time employees earn 1.25 days per month of full-time employment.
- c) During the fifth through eleventh complete years of full-time employment (January to December), full-time employees earn 1.66 days per month of full-time employment.
- d) During the twelfth and subsequent complete years of full-time employment (January to December), full-time employees earn 2.08 days per month of full-time employment.

- 19.02 Vacation earned in one year must be taken by March 31st of the following year or the vacation will be forfeited.
- 19.03 Vacations will be arranged with due regard to the requirements of the Employer and the people it supports. Every attempt will be made to accommodate employee requests. Vacation requests made in writing prior to May 31st of each year will be granted on the basis of seniority with the service area. Thereafter vacation will be granted on a first request basis, subject to the staffing requirements of the service.
- 19.04 Vacations must be taken in periods of at least one half (1/2) day (four hour blocks)
- 19.05 Vacation schedules may be changed with the mutual consent of the supervisor and the employee, subject to the staffing needs of the service.
- 19.06 When a paid holiday, as defined in this agreement, falls within an employees vacation period, an extra day shall be added to the employees vacation or may be taken at some other mutually agreed time.
- 19.07 Should an employee become seriously incapacitated by illness or accident while on vacation and such illness or accident lasts longer than four (4) days, such that the employee is unable to continue his/her vacation, such period of disability in excess of four (4) consecutive days will not be considered vacation but shall be considered sick leave and paid accordingly. The employee must produce a medical practitioner's certificate to establish the period of extent of illness, capacity or disability while on vacation.
- 19.08 Full-time employees shall continue to earn vacation for the first thirty (30) working days of an absence.

Part-time (In lieu of benefits)

- 19.09 Part-time employees, including sleep-over, drivers and contract employees shall receive, in addition to their regular salary, four (4) percent in lieu of vacation and after five hundred and twenty (520) hours, an additional eight (8) per cent in lieu of sick leave and benefits..

Article 20 - Paid Holidays

Full-time Employees

- 20.01 All employees shall be granted the following paid holidays without loss of their regular straight time rate of pay for that day:

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

Three (3) Float Holidays (to be taken at mutually agreeable times)

Together with other holidays as shall be enacted and proclaimed by the Province of Ontario or the Government of Canada as a public holiday.

20.02 Where any of the above holidays fall or are observed by the Association on an employee's regularly scheduled day off, the employee will receive an additional day off in lieu thereof at a time mutually agreed upon. If the employee and the Association cannot mutually agree, the time off shall be as directed by the Association and shall be the first scheduled working day after the holiday.

20.03 Where an employee works on the holidays cited above, s/he shall be paid at the rate of time and one half (1 & 1/2) the regular hourly rate of pay for each hour worked and in addition shall receive equivalent time off in lieu thereof at a time mutually agreed.

Part-time Employees

20.04 Where a "Public Holiday" as defined in the Employment Standards Act, falls on or is observed by the Association on a non-working day and an employee meets the criteria set out in the Employment Standards Act, the employee shall be paid his/her regular wages for the Public Holiday, on a prorated basis.

20.05 There shall be eight (8) public holidays per year for part-time/contract employees as per the Employment Standards Act. They are:

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

20.06 Employees who work on public holidays as defined in the Employment Standards Act are entitled to the greater of Holiday pay as calculated in accordance with Employment Standards Act, plus premium pay at time and one half for hours worked on the Statutory holiday OR payment of double time and a half for hours worked on the Statutory holiday which includes both holiday and premium pay.

Article 21 - Hours of Work

Full-time Employees

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

- 21.02 The normal full-time work week shall be forty (40) hours per week and shall be a variable schedule as may reasonably be accommodated by the service provided. If arrangements with respect to a variable schedule cannot be mutually agreed upon, the schedule shall be as determined by the Association. The hours of work noted in this section 21.02 are inclusive of sixty (60) minutes per eight (8) hour work period provided for eating and/or break periods.
- 21.03 Except in the case of an emergency all overtime shall be authorized and approved in advance, in writing by the supervisor or manager. Overtime required by virtue of emergency shall be submitted to the supervisor or manager or designate for approval within forty-eight (48) hours of the occurrence. Overtime worked over and above the hours hereinbefore referred to, shall be compensated for at the rate of one (1) hour of compensatory time for every hour worked, up to forty (40) hours and thereafter at the rate of one and one half (1½) hours of compensatory time for every hour worked over forty (40) hours or pay at overtime rate, if mutually agreed.
- 21.04 An employee who accompanies clients on a recreational outing having a duration of one (1) day or less shall not be entitled to a period of compensatory time off equivalent to the difference between the duration of the outing and such employee's standard work day as herein provided. Employees volunteering for outings for more than one (1) day duration will receive one (1) day off for the first full seventy-two (72) hours worked, one (1) day off for the second forty-eight (48) hours worked, and one (1) day off for each subsequent forty-eight (48) hour period worked.
- 21.05 The Association agrees there will be no change in the posted hours of work without prior notice to the Union.
- 21.06 The scheduled hours and days of work of each employee shall be posted in an appropriate place at least one (1) month in advance, except for cases where a full-time employee is filling a temporary assignment due to a coworker's pregnancy/parental leave, in which case the schedule may be changed with two (2) weeks notice. Insofar as it is possible and practical to do so, the Employer agrees to set forth the work schedule of each service, hereinafter referred to as the "work schedule". Where this is not possible, and with the consent of the employee involved, the Union will allow the notice period to be waived.
- 21.07 Qualified employees shall be given the opportunity to fill temporary vacancies by means of temporary assignments. If no qualified employee applies for or is appointed to the temporary assignment, the employer may proceed to appoint a contract employee to fill the temporary vacancy. When a full-time employee accepts a temporary assignment, she/he shall continue to enjoy all of the full-time benefits of this agreement and shall be returned to her/his position at the end of the temporary assignment.

Part-time Employees

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

- 21.09 The work week for all employees shall be as mutually agreed by the supervisor and the employees. If agreement cannot be reached the schedule shall be as determined by the Association.
- 21.10 The scheduled hours and days of work shall be posted in an appropriate place at least two (2) weeks in advance.
- 21.11 Except in cases of emergency all overtime shall be authorized and approved in writing, by the employee's supervisor. Overtime required by virtue of emergency shall be submitted to the supervisor or designate for approval within forty eight (48) hours of the occurrence. Overtime worked shall be compensated at the rate of one hour of regular pay up to and including forty-four hours and after that, at the employee's option, at the rate of one and one half (1½) hours of regular pay, for any hours worked over forty-four.
- 21.12 An employee who accompanies clients on a recreational outing having a duration of one (1) day or less shall not be entitled to a period of compensatory time off equivalent to the difference between the duration of the outing and such employee's standard work day as herein provided. Employees volunteering for outings for more than one (1) day duration will receive one (1) day off for the first full seventy-two (72) hours worked, one (1) day off for the second forty-eight (48) hours worked, and one (1) day off for each subsequent forty-eight (48) hour period worked.
- 21.13 An employee who attends a course funded by the Association shall be provide with the opportunity to book themselves off from a shift which is immediately before or after the course, without pay, and with the agreement of the immediate supervisor.
- 21.14 The Association recognizes that part-time staff may wish to work additional hours up to sixty-four (64) hours over two weeks averaged over an eight (8) week period. To this end, the employee will notify their supervisor in writing of their availability and this information will be shared by all managers. However, because of the unique orientation factor of many locations, the part-time staff will be considered under the following factors: skill, ability, experience, knowledge, training and competence, ability to relate to the client group, and where all these factors are relatively equal then seniority will be the deciding factor. Such decisions will be made in a fair, impartial, and consistent manner. It will be the employee's responsibility to ensure that the hours worked do not exceed sixty-four (64) hours in two weeks averaged over an eight (8) week period. If this happens this will not form the basis of a grievance.
- 21.15 A regularly scheduled part-time employee may work casual hours over and above their scheduled forty-eight (48) hours in a two (2) week period on an irregular basis up to a maximum of sixty-four (64) hours biweekly. Such additional hours shall not form the basis of a grievance with respect to a part time employee's status under article 2 of this agreement as long as the conditions herein are met.
- 21.16 Qualified employees shall be given the opportunity to fill temporary vacancies by means of temporary assignments. If no qualified employee applies for or is appointed to the

temporary assignment, the employer may proceed to appoint a contract employee to fill the temporary vacancy. When a part-time employee accepts a temporary assignment, she/he shall maintain her/his status as a part-time employee during, and shall be returned to her/his part-time position at the end of, the temporary assignment.

Article 22 - Hospital and Medical Insurance

22.01 For Full-time employees, the Association shall:

- a) Pay one hundred (100)% of a Group Insurance Plan providing for life insurance for employees and dependants, weekly indemnity benefits, long term disability benefits, health guard benefits and vision care benefits as outlined in the plan documents.
- b) Be entitled to substitute for the current group insurance plan any comparable plan provided that all benefits of the substitute plan are equal or better than the existing plan and the Association shall give notice of the change in plan to all eligible employees.
- c) Contribute to the pension plan presently in effect for all eligible employees; contributions to be made in accordance with the provision of the plan.
- d) Pay fifty (50) % of the costs of a Group Dental Plan, the other fifty (50) % to be paid by the employee, called "Type A - Basic Services" by the current carrier and outlined in the documents.

Part-time Employees

22.02 See section 19.09

22.03 Part-time employees shall be provided with \$10,000 life insurance accidental death and dismemberment, the premiums for which shall be paid by the employer.

To be eligible, part-time employees must be employed by the employer for a period of 2 years, and must also have worked an average of 20 hours per week in the 52 weeks ending December 31 of each year. Eligibility will be determined annually as of January 15.

Article 23 - Travel Rates

23.01 Travel rates paid to employees who use their own cars on approved Association business shall be paid at the rate of thirty (30) cents per km for the entire trip for destinations outside of the county of Middlesex. All other mileage is to be paid at the rate of thirty- six (36) cents per km. All staff using their own vehicle for approved Association business shall be expected to carry, at their own expense, at least \$1,000,000 public liability insurance.

Article 24 - Personnel Files

24.01 An employee shall have the right at any time to have access to and review the employee's personnel file on reasonable notice and in the presence of the nominee of the Executive Director of the Association and shall have the right to respond in writing to any documents contained therein and such reply shall become part of the personnel file.

- 24.02 The Employer shall notify an employee of dissatisfaction concerning the employee's job performance which is to become part of the employee's personnel file within ten (10) days of the date of the writing. The notice shall include a copy of the writing. If this procedure is not followed such writing shall not become part of their personnel file for use against the employee in regard to discharge, discipline, promotion, demotion or other related matters. The Employee's reply to such written expression of dissatisfaction as to job performance if any shall become part of the personnel file.
- 24.03 The contents of the record of the employee giving rise to disciplinary action, including adverse reports but not including evaluations, shall be removed from the employee's personnel record after two (2) years provided no further disciplinary action including adverse reports has occurred during that period.
- 24.04 Failure by an employee to grieve previous disciplinary measures through to arbitration shall not be considered an admission that such disciplinary measures were justified.
- 24.05 Each employee in the bargaining unit when hired shall have access to his/her job description from his/her immediate supervisor and a copy shall be provided to the employee whenever the job description is changed.
- 24.06 Upon request an employee shall be granted consultation on programmes being conducted with the clients of the Association with the immediate supervisor, and an employee who has completed the probationary period shall have the right to review the files of the clients of the Association who are at any time the responsibility of the employee who requests the review of the file. An unreasonable denial of consultation or review of files shall be grievable.

Article 25 - Occupational Classification and Wages Rates

- 25.01 Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto and forms part of this agreement.
- a) For purposes of wage progression, full time employees move up one increment after each year of full-time employment.
 - b) Where a part-time employee accepts a full-time position s/he will be paid at the start rate for full-time employees, then progress in accordance with Article 25.01 (a).
 - c) For purposes of wage progression, a part-time employee will move up one increment after one thousand two hundred and forty-eight (1248) hours. Actual hours worked will be counted for the purpose of determining seniority and wage progression.
 - d) When an employee is temporarily promoted to a management position the employee shall receive an increase of fifteen (15) dollars per day for each day of the assignment.
- 25.02 In the event that a new or changed occupational classification is decided upon by the Employer as necessary to its operation, then the work, the job title and the wage rate shall first be determined and acted upon by the Employer for the purpose of assigning an

employee and proceeding with the task to be then performed. Thereafter the Employer shall immediately notify the Union by registered mail of the action taken. If no formal protest is lodged in writing to the Employer by the Union within one (1) month of the date of such notice having been received the new or changed occupational classification shall be deemed to have become a modification of Appendix "A" of this Agreement. In the event a formal protest is made by the Union the parties shall arrange for a meeting for the purpose of endeavouring to resolve any difference. If such difference is not resolved by these means then the Employer's decision shall stand for the purpose of continuing to have the work performed, and the dispute shall be submitted to the Grievance Procedure at Step 2. A Board of Arbitration shall limit its judgement to the wage rate of the new or changed occupational classifications.

25.03 Employees shall be paid bi-weekly, no more than two (2) weeks in arrears.

25.04 It is recognized that various government programs pay separate wages to employers for specific, time limited contracts to meet various social or political objectives. These contracts fall outside the normal staff complement and therefore neither subtract from nor add to the current staffing pattern. Because such contracts fall outside normal funding and hiring practices, the Union and the Association recognize that normal salary classifications may not apply. In such cases, the Union agrees to allow the Association to negotiate to obtain a rate that as closely as possible matches the negotiated salary schedule. In these instances, neither hiring practice nor salary shall be cause for grievance.

Article 26 - General

26.01 The Employer and the Union desire that each employee be familiar with the provisions of this agreement and the rights and obligations under it. Copies of the Agreement shall be produced and paid for in alternate years by the Employer and the Union and distributed to the local Union for employees of the Association and the Employer as required.

26.02 Where a full-time employee is regularly scheduled to work more than twenty-four (24) but less than forty (40) hours per week then that employee shall be paid at the hourly equivalent of the full time rate and receive benefits based on the ratio of hours worked to regular full time hours.

Article 27 - Term of Agreement

27.01 The term of this Agreement shall be from April 1, 2004 to March 31st, 2006 and shall continue in effect from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this agreement.

IN WITNESS, THIS AGREEMENT was executed on _____ day of _____, 2005.

For COMMUNITY LIVING LONDON

For OPSEU (Local 144)

LETTER OF UNDERSTANDING #1

It is agreed and understood by the parties that any and all additional funding for wages and benefits provided by the Ministry of Community and Social Services received during the term of this agreement, will be allocated to the wage rates and benefits in accordance with the guidelines under which they are received by the Association. Such monies shall be paid out as soon as they are received by the Association. It is further understood and agreed that any dispute between the parties regarding the above allocation shall be subject to the grievance and arbitration procedures provided for under the Collective Agreement.

SALARY SCALES
(to be effective April 1, 2005)

FULL-TIME EMPLOYEES

Employee Classification	Start	After one year	After two years	After three years
Clinical	\$41,613.87	\$42,947.20	\$44,280.53	\$45,613.87
DSW II	\$35,587.65	\$36,076.07	\$36,580.35	\$37,189.28
DSW I	\$33,339.10	\$33,789.99	\$34,239.49	\$34,708.36

PART-TIME EMPLOYEES

CONTRACT AND TEMPORARY ASSIGNMENT

Clinical	\$20.00 /hour
DSW II	\$17.10/hour
DSW I	\$16.02/hour

PART-TIME*

Employee Classification	<u>Start</u>	After 1248 hours	After 2496 hours
Part-Time	\$13.01 /hour	\$13.27 /hour	\$13.57 /hour

SLEEPOVER*

Sleepover	\$5.01 /hour
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*Rates before 4% Vacation Pay and 8% In Lieu of negotiated benefits