

**COLLECTIVE AGREEMENT**

BETWEEN

**ONGWANADA**

(hereinafter referred to as the "Employer")

&

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS LOCAL 433**

(hereinafter referred to as "the Union")

Effective April 1, 1998 to  
March 31, 2001

**NOTE: Applicable items have been differentiated for full time and part time employees. Items which apply only to part time employees have been *italicized*, those which only apply to full time employees have been **bolded**. Items which apply to both full time and part time employees are in regular font.**

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## **COLLECTIVE AGREEMENT**

between:

**ONGWANADA,**

(hereinafter referred to as "the Employer")

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

(hereinafter referred to as "the Union")

**AND ITS LOCAL 433**

### **ARTICLE 1 - RECOGNITION**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all full and part -time employees of Ongwanada, of Kingston, Ontario, including: Community Behaviour Management Services; Adult Protective Services; the Supported Independent Living Program; and the following community residences: Kinsmen-Aberfoyle, Barclay, Conacher, Douglas Avenue, Dundas Street, Elizabeth Avenue, Montreal North and Montreal South, Seaforth Avenue, Sherwood Drive, Park Street, Gananoque, Wilson and Inverness Crescent, Muirfield, Morenz, Mulcaster and Portsmouth (except registered nurses, employed at Inverness, Barclay, Elizabeth and Portsmouth) save and except supervisors, employees above the rank of supervisor, and students employed during school vacation period.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the management of Ongwanada and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or

discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided;

- b) select, hire, transfer, direct, promote, demote, classify and layoff or recall employees;
- c) determine the number of personnel required at any time; work assignments; working schedules; the location of work; the functions to be performed and the procedures and equipment to be used; job content; reasonable quality and quantity standards; the qualifications of an employee to perform any particular job; use improved methods and equipment; and require medical examinations for justifiable reasons;
- d) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.

2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement. A claim that the Employer has exercised its functions in a manner inconsistent with the provisions of the collective agreement may be the subject matter of a grievance and dealt with as hereinafter provided. It is understood by the Union that the express provisions of this agreement constitute the only limitations upon the Employer's rights.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union.
- b) The Union further agrees that there will be no union activity or meetings on the Employer's premises except as provided for in this agreement unless permission is granted by the Employer.

It is understood that this is not intended to restrict the freedom of Union members to discuss Union matters during their meal breaks or rest periods.

- c) The Employer, the Union, and the employees, agree that there shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in Section (9)1 of the Ontario Human Rights Code.

#### **ARTICLE 4 - UNION SECURITY**

4.01 The Employer agrees to deduct from the pay of each employee who is covered by this agreement once a month a sum equal to the regular monthly dues of the Union and to remit such deductions to the Secretary-Treasurer of the Union, at its Head Office, 100 Lesmill Road, North York, Ontario, M3B 3P8, not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all employees from whose pay the deductions have been made. In the case of newly employed persons, such deductions shall commence on the first dues deduction following one (1) month of employment. Upon the mailing of the dues, the Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deductions and payment.

The Employer also agrees to report total dues deducted on the T-4 slips supplied to each employee.

#### **ARTICLE 5 - UNION REPRESENTATION**

- 5.01
  - a) The Employer agrees to recognize a committee of five (5) employees consisting of the President of the local, two part time employees, and two full time employees.
  - b) The Employer will recognize three (3) full time and three (3) part time stewards to assist employees in the presentation of any grievance that properly arises under the provisions of this agreement.
  - c) The Employer shall recognize up to four (4) employees plus the president of OPSEU, Local 433 to act as Union

representative to the combined full-time and part-time Employee Relations Committee. It is understood that the committee shall meet periodically at the request of either party. Employees serving on the Employee Relations Committee shall be paid for lost time from his normal straight time working hours at his regular rate of pay for time spent attending the Employee Relations Committee meetings.

- d) Employees serving on the Union's Bargaining Committee shall be paid for lost time from his normal straight time working hours at his regular rate of pay, in direct contract negotiations, up to the point of arbitration, for renewal of this Collective Agreement. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off with no loss of credits or benefits for the purpose of attending Arbitration Hearings.

5.02 The Union shall advise the Employer, in writing, the names of its committee. The Employer shall not be obliged to recognize committee members until such time as written notice has been received.

29.2 The O.P.S.E.U. Area Representative may attend E.R.C. meetings at the invitation of the local Union.

29.3 A representative from O.P.S.E.U. may assist in negotiations.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### 6.01 Purpose of this Article

The purpose of this Article is to establish a procedure for the settlement of grievances.

### 6.02 Definition of a Grievance

A grievance is defined as a complaint or dispute concerning the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitral.

### 6.03 Procedure for filing Employee Non-Discharge and Non-Suspension Grievances:

#### a) First Step

- 1) Any employee who has completed his/her probationary period, having a complaint, shall verbally make known to his/her immediate supervisor the fact that he/she has a complaint within fourteen (14) calendar days after the incident giving rise to the complaint became known or should have become known to the employee.
  - 2) A meeting may be convened at the Supervisor's discretion should one be required. However, the immediate Supervisor shall give his decision verbally within five (5) working days from the date of the complaint being lodged.
- b) Second Step
- i) If the employee is dissatisfied with the decision of his immediate Supervisor, the complaint shall be treated as a grievance and shall state the nature of the grievance, the section or sections of the contract alleged to have been violated and the redress sought.
  - ii) This written grievance, signed by the employee, must be presented to the Co-ordinator, Human Resources by the Union representative or grievor within fourteen (14) calendar days from the date of the immediate Supervisor's reply in the first step of the grievance procedure.
  - iii) Within five (5) working days of receipt of the grievance, the Co-ordinator, Human Resources shall arrange to meet with the grievor. If desired, the Employer will be represented by the Co-ordinator, Human Resources and Department Head, or their nominees. If desired, the Union will be represented by the steward and the representative(s) of the Union.
  - iv) Within seven (7) calendar days of this meeting, the Co-ordinator, Human Resources will render his decision in writing.

6.04 Procedure for Filing Employee Discharge and Suspension Grievances

A claim by an employee, who has completed his probationary period, that he has been unjustly suspended or discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer within five (5) work days after the suspension or discharge is effected. Such grievance shall commence at Step 2 of the Grievance Procedure.

6.05 Procedure for Filing Union or Employer Policy Grievances

A grievance of general application by either the Employer or the Union affecting either of the parties directly arising out of the interpretation or administration of the collective agreement, may be submitted at Step 2 of the Grievance Procedure. Such grievance must be submitted within five (5) work days after the incident giving rise to the grievance.

6.06 Procedure for Filing Employer Grievances

A grievance by the Employer shall be given to the Chairperson of the Committee in writing, and shall commence at the Second Step of the Grievance Procedure. If not settled at this stage, then the matter may be processed to arbitration in the same manner as an employee grievance. Such grievance must be submitted within five (5) work days after the incident giving rise to the grievance.

6.07 a) Time Limits Imposed on Grievances

Any complaint which is not made known within the time specified in this agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration within the time specified in the agreement, shall be deemed to have been dropped by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration. However, if a party fails to reply to a grievance within the time limits set out at any step in the grievance procedure, the grievance may be submitted to the next step of the grievance procedure.

Clarity Notes:

Notwithstanding that the parties agree that the time limits in the grievance procedure or arbitration procedure are mandatory, the Union has the right to argue the application of Subsection 44(6) of the Ontario Labour

Relations Act if it so desires. For information purposes only Sub-section 44(6) of the Ontario Labour Relations Act reads as follows:

Clarity Note:

"44.06 Except where a collective agreement states that this subsection does not apply, an arbitrator or arbitration board may extend the time for the taking of any step in the grievance procedure under a collective agreement, notwithstanding the expiration of such time, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension."

- b) Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.
- c) The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.
- d) All reference made to the number of work days or time limit in the different steps of the Grievance Procedure shall exclude Saturdays, Sundays and holidays recognized in this agreement.

6.08 Grievance Time for Stewards

A steward, after first obtaining permission from his supervisor, will be permitted at reasonable times during working hours to leave his regular duties for short intervals to perform such functions as are properly provided under Article 6. When returning to his regular duties such employee shall so notify his supervisor. Such employees will be compensated for the time so taken when it is during the employee's working hours on the premises of the Employer.

**ARTICLE 7 - ARBITRATION**

7.01 Procedure for Proceeding to Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made within twenty-eight (28) calendar days, from the date of the reply by the Co-ordinator, Human Resources in the second step of the grievance procedure. Such a request shall be made by registered mail addressed to the other party of the agreement, indicating the name and address of its nominee to the arbitration board. Within twenty-eight (28) calendar days thereafter the other party shall answer by registered mail indicating the name and address of its nominee. If no written request for arbitration is post marked within the time limit specified above, the grievance in question shall be deemed to have been dropped by the party initiating the arbitration proceedings and, therefore, cannot be processed to arbitration.

The clarity note in Article 6.07 also applies to Article 7.01.

7.02 a) Procedure for Selecting the Chairperson of the Arbitration Board

The two (2) nominees shall, within ten (10) working days of the appointment of the second of them, or at a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a chairperson within the time limit, the Minister of Labour of the Province of Ontario, upon the request of either party shall appoint an impartial chairperson.

b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

7.03 a) Functions of the Board of Arbitration

In the event that arbitration proceedings are invoked, the matter before the board shall be the written grievance identified in 6.03 b), Second Step of the Grievance Procedure.

b) The board of arbitration shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part thereof.

7.04 a) Arbitration Expenses

The Employer and the Union shall each bear its own separate cost of arbitration, and the expense of its own nominee mentioned in Article 7.01.

- 29 The expense and fee of the chairperson shall be borne equally by the Employer and the Union.
- 30 Leave of Absence with pay shall be granted to members of the Union who are subpoenaed to attend Arbitration Hearings. The Union shall reimburse the employer for receipt of such pay.

### **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

- 29.2 In view of the orderly procedure established by this agreement, for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this agreement, there will be no strike, slowdown or stoppage of or interference with work or service, either complete or partial, and the Employer agrees that there will be no lockout of employees.

### **ARTICLE 9 - SENIORITY**

- 29.2 a) There shall be two seniority lists; One for full time employees and one for part-time employees.
- b) (i) Seniority shall be defined for full-time employees as follows:**  
**Seniority shall be defined as length of continuous service in the employ of the Employer since the most recent date of hire within the bargaining unit as a full time employee.**
- (ii) Seniority shall be defined for part-time employees as follows:*  
*Seniority shall be defined as the total number of hours worked since the most recent date of hire within the bargaining unit as a part time employee.*
- c) Continuous service shall be defined as last date of hire in the employ of the employer for full time employees and pro rated for part time employees.

- d) Seniority and service shall be considered earned and retained when an employee status changes from Full-time to Part-time, or vice-versa. For the purpose of the application of seniority and service, an employee whose status changes from Full-time to Part-time shall receive full credit for his/her seniority and service on the basis of hours (1660 - Category A; 1825 - Category B) for each year of full-time or part time seniority, pro-rated for part years.

An employee whose status changes from Part-time to Full-time or vice-versa shall receive credit for his/her seniority on the basis of one year of seniority and service for every 1660 (Category A) or 1825 (Category B) hours worked.

- e) Seniority shall not be accrued for time spent outside the bargaining unit and seniority shall be terminated after an employee works one year outside the bargaining unit.

## 9.02 Probationary Period

### a) **For Full Time Employees**

#### **Probationary Period**

**An employee will be considered to be on probation and will not have seniority standing until he has completed six (6) months of service from his last date of hiring.**

### b) *For Part Time Employees*

#### *Probationary Period*

*Employees in Category 'A' shall be considered to be on probation for the first 825 hours of work or 9 months from their last date of hire, whichever occurs first.*

*Employees in Category 'B' shall be considered to be on probation for their first 900 hours of work or 9 months from their last date of hiring, whichever occurs first.*

- c) During the probationary period, employees may be terminated at any time without recourse to the grievance or arbitration procedure. Upon satisfactory completion of the probationary period an employee will then acquire seniority standing dating from the date he commenced his current period of employment. It is understood that an employee whose status changes from the full-time to

part-time or vice-versa shall have any time worked in his/her previous status, since their most recent date of hire in the bargaining unit counted towards the requirements of the probationary period in his/her new status.

9.03 Seniority and Employment Termination

An employee shall lose his/her seniority and shall be deemed to have terminated his employment when:

- a) s/he voluntarily quits his employment;
- b) s/he is discharged for just cause and is therefore not reinstated through the grievance procedure;
- c) s/he does no work for the Employer for a period of twelve (12) months or more;
- d) s/he, upon being recalled from a lay-off, fails to report to work within seven (7) calendar days from the date of notification by the Employer;
- e) s/he fails to return to work upon termination of an authorized leave of absence;
- f) **For full-time employees;**  
**s/he accepts gainful employment while on a leave of absence unless permission is granted by the Employer;**

*For part time employees;*  
*s/he accepts gainful employment while on a leave of absence pursuant to Article 11 or 12, unless permission is approved by the Employer;*

*NOTE: This provision is only intended to apply in the case of a part-time worker who is found to be working while on a leave during hours when s/he would otherwise have been working at Ongwanada. It is not intended to restrict the right of part-time employees from entering into other simultaneous employment relationships where the work is normally performed at different hours.*

- g) s/he is retired.

9.04

Seniority and employment termination for being absent from work without notifying the Employer:

An employee who is unable to report for work will be expected to notify the Employer by the time he is due to report to work. Any employee who is absent two (2) working days without notifying the Employer, unless such notification was not reasonably possible, shall be discharged.

Layoffs & Recalls from Layoffsa) Recognition of Departments

The Employer and the Union recognizes the following departments:

1. Psychology Department
2. Social Services Department
3. Occupational Therapy Department
4. Crescent Community Services
5. Community and Vocational Department
6. Clinical Records Department
7. Community Behaviour Management Services
8. Residential Services (which includes both Penrose and Group Homes covered by this agreement.
9. Adult Protective Services

b) Retirement Allowance

- i) Prior to the notice of lay off in any classification, the Employer shall offer a Retirement Allowance to the number of employees, eligible in the affected classifications for HOOPP retirement, at least equal to the number of possible layoffs on the basis of bargaining unit seniority. An employee who elects this option shall receive 2 weeks salary for each year of service up to a maximum of 26 weeks pay and in addition receive a lump sum payment of \$1000.00 for each year less than age 65, (pro-rated for a partial year) to a maximum of \$5,000.00.

c) Notice of Layoff

- i) If circumstances arise which might warrant a layoff of employees covered by this agreement as defined in 9.05 the Employer shall notify the Union forthwith and if requested meet with the Union to discuss the reasons, alternatives and individuals affected with respect to the layoff. It is further agreed that should the parties arrive at a written agreement to resolve the issue other than by invoking the layoff procedure, such alternatives will be implemented.

ii) In the event of a proposed layoff of a permanent or long term nature, the Employer will provide the employee with a minimum of thirty (30) calendar days notice of such layoff.

d) Layoffs

i) Layoffs will be made by job classification. The employee with the greatest seniority in the affected job classification will be the last to be laid off.

**ii) For Full Time Employees**  
**For the purpose of this article, a lay off means a lay off of more than ten (10) working days.**

iii) *For Part Time Employees*

**iii** *For the purpose of this article, a lay off occurs when an employee does not receive the scheduled hours for fourteen (14) calendar days as provided in Article 10.13a), or where the Employer becomes aware that it will be unable to provide the hours of work as defined in 10.12a) (twenty-four (24) hours over a two (2) week period and averaged over the twenty-eight (28) day scheduled period, the following shall apply unless 10.13d) applies.*

iv) In the event of a long term lay off of more than three (3) months an employee who has received notice of lay off shall have ten (10) calendar days to choose one of the following options:

1) To accept the lay off with the right to recall for twenty-four (24) months; or

2) To receive a Separation Allowance equal to two (2) weeks salary for each year of continuous service to a maximum of twelve (12) weeks pay. In addition, up to a maximum of three thousand (\$3,000) dollars for tuition, books or supplies for education or training will be reimbursed by the Employer for courses applied for within one year of the last day worked provided the employee has at least five (5) years service; or

- 3) Their choice (as applicable) of:
  - To displace a full time or part time employee in the same classification who has less seniority;
  - To displace a full time or part time employee in another classification who has less seniority provided she/he has the present ability to perform the remaining work available in that classification;
- 4) An employee displaced shall be entitled to return to the position held prior to the layoff should it become vacant within twenty-four (24) months of the layoff.
- 5) In the event of a layoff of less than three (3) months the employee affected shall have the displacement options listed above except 9.05d) Layoffs iv) 2 (Separation Allowance).

e) **Benefits on Layoff - For Full time Employees**

**The employer agrees to maintain the Employer's share of the Benefits premium costs for the first three (3) months of a short or long term lay off.**

f) Recalls

Recalls from lay off will be made on the following basis:

- i) Where there are full time or part time vacancies the employee with the greatest seniority shall be the first to be recalled, provided that the employee holds the requisite qualifications and ability to do the job.
- ii) The requirements for posting vacancies shall not apply until the recall process has been completed.
- iii) No new OPSEU employees shall be hired until all those laid off have been given an opportunity to

return to work in positions to which they are qualified to perform the work.

- iv) An employee returning to work in a different position shall be entitled to return to the position held prior to the layoff should it become vacant within twenty-four (24) months of the layoff.

g) Recall Notification

When recalling an employee from layoff, s/he shall be notified by registered mail or personally by telephone and shall return to work within seven (7) calendar days from the date of delivery of the notice of Registered Mail or receipt of the telephone call unless on reasonable grounds s/he is unable to do so.

The laid off employee will promptly notify the Employer of any change of his/her address and/or telephone number.

9.06

a) Job Vacancies

When job vacancies occur in the bargaining unit and the Employer desires to fill such a job vacancy, such fact will be posted on the bulletin board for a period of seven (7) calendar days, excluding the actual day the vacancy is posted. OPSEU/SEFPO employees will have the first opportunity for promotion or filling the vacancy.

- b) For the purposes of this article, vacancies do not include temporary appointments of less than one month. Temporary vacancies in excess of one month and up to twenty-four (24) months will be posted normally only once for the duration of the temporary vacancy. All posted temporary vacancies will indicate whether "replaced-employee" and/or "project specific".

If a vacancy exceeds the duration indicated at posting the employer will notify the union. If an extension of a temporary position is required over twenty-four (24) months, the Employer and the Union must mutually agree in writing to define the length of the extension.

- c) The Employer will determine the successful candidate to a job posting by considering the qualifications, skill and

present ability of the individual to perform the required work in jobs within the bargaining unit, and where these are in the opinion of the Employer equal, the employee with the greatest seniority will receive the appointment.

- d)** An employee selected on this basis will be given an opportunity of fulfilling the duties of the new position during a period which may not exceed three (3) months. If an employee fails to meet the requirements for the job at any time during the three (3) month period, or if the employee wishes to relinquish the position at any time during the three (3) month period, he will be returned to his former position.
- e)** Where no employee meets the qualifying factors under this article, the Employer shall be free to fill the job at the Employer's discretion.
- f)** Any temporary vacancies of one (1) calendar months or more in duration shall be posted and filled in accordance with the provisions of this article. It is understood, however that when the original incumbent returns to work, or the position ends, the employee who filled the temporary vacancy will return to his/her original job.

#### 9.07 Seniority Lists

The employer shall maintain two seniority lists, one for full time and one for part time employees. Up-to-date seniority lists shall be sent to the Union and posted on the main bulletin board in January of each year. A list of new employees shall be given to the union chief steward at the end of each month.

#### 9.08 Work of the Bargaining Unit

It is recognized that bargaining unit and non-bargaining unit employees may perform the same or similar tasks in meeting the responsibilities of their respective positions. Apart from this understanding, it is agreed that work currently performed by members of this bargaining unit, shall not be carried out by employees excluded from the bargaining unit, with the exception of students hired during the school vacation period, if such work, in itself, will result in a layoff of bargaining unit employees, other than part-time casual employees.

9.09 Contracting Out

Ongwanada shall not contract out work or service where it has bargaining unit employees that normally provide this work or service. However, Ongwanada may contract out work, providing that no employee, other than part-time casual employees, shall be laid off or suffer a loss of classification or seniority because of such contracting out.

**ARTICLE 10 - HOURS OF WORK**

**10.01 For Full Time Employees**

a) **Clinical Records, Social Services, Occupational Therapy, Psychology, Hairdressing, and Community Behaviour Management Services**

**The normal hours of work for all full time Clinical Records, Social Services, Occupational Therapy, Psychology, Hairdressing and Community Behaviour Management Services staff shall average seventy-two and one half (72-1/2) hours per two week period. The normal hours of work shall be seven and one-quarter (7-1/4) hours per day, exclusive of minimum half-hour (1/2) meal periods.**

**It is understood, however, that this shall not be, nor construed to be, a guarantee as to the hours of work per two-week period or as to the hours of work per day, nor as a guarantee of working schedules.**

b) **All other full time employees**

**The normal hours of work for all other full time employees shall average eighty (80) hours per two week period. The normal hours of work shall be eight (8) hours per day, exclusive of minimum half-hour (1/2) meal periods. It is understood, however, that this shall not be, nor be construed to be, a guarantee as to the hours of work per two week period or as to the hours of work per day, nor as a guarantee of working schedules.**

**10.02 a) Clinical Records, Social Services, Occupational Therapy, Psychology, Hairdressing, and Community Behaviour Management Services**

**Any approved hours for Clinical Records, Social Services, Occupational Therapy, Psychology, Community Behaviour Management Services and Hairdressing staff worked in excess of seven and one-quarter (7-1/4) hours per day, or in excess of seventy-two and one-half (72-1/2) hours per two week period shall be paid at time and one half (1-1/2) of the employee's regular straight time hourly rate.**

**In lieu of overtime pay, an employee with the consent of the Employer, may take compensating time off from his regular hours of work equal to time and one half of the overtime hours worked at a time mutually convenient to the employee and his immediate supervisor.**

**A maximum of five (5) days compensating time off may be accumulated.**

**b) All other employees**

**Any approved hours for all other employees worked in excess of eight (8) hours per day or in excess of eighty (80) hours per two-week period shall be paid at time and one-half (1-1/2) of the employee's regular straight time hourly rate.**

**In lieu of overtime pay, an employee with the consent of the Employer, may take compensating time off from his regular hours of work equal to time and one half of the overtime worked at a time mutually convenient to the employee and his immediate supervisor. A maximum of five (5) days compensating time off may be accumulated.**

**10.03 a) Distribution of Overtime**

**Overtime shall be equitably distributed as is practical among employees normally performing the work to be done. Equitably distributed is defined as being by work**

areas on a shift and by job classifications on that shift.

b) **Scheduling of Overtime**

All overtime shall be voluntary, provided overall staff requirements are met from among employees normally performing the work to be done within a work area on a shift and by job classification on that shift.

**10.04** **Shift Premium**

- a) Effective July 1, 1989, an employee shall receive a shift premium of forty-eight (48) cents per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours fall within this period the premium shall be paid for all hours worked.
- b) Effective August 14, 1995, an employee shall receive a shift premium of forty-eight (48¢) cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday except for hours where overtime pay or any other premium payment including shift differential is applicable.
- c) An employee who after ratification of this collective agreements requests in writing to work a preferred shift who would otherwise be entitled to a shift premium will not receive the shift premium.

**10.05** **Work Scheduling**

- a) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. No change will be made to these schedules without consulting the employee concerned. If a change is made by the Employer to the schedule with less than twelve (12) hours' notice to the employee, then he shall be paid at time and one-half (1-1/2) of the employee's regular straight time hourly rate for the first day of such change. Employees may be permitted to exchange or surrender scheduled hours of work to another employee provided the employee finds the replacement and the arrangement is submitted in

writing and approved by the supervisor or designate and subject to the arrangement not resulting in any additional costs.

- b) Every effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift. Should an employee be required by the employer to work before the twelve hours have elapsed, he shall be paid time and one-half (1-1/2) his regular rate of pay for those hours that fall within the twelve-hour period.

For those employees working in a unit in which a majority of the full-time employees in the same classification have voted to accept arrangements for a compressed work agreement, every effort shall be made to avoid scheduling the commencement of a shift of regularly scheduled employees within 10 hours of the completion of the employees previous shift. Should an employee be scheduled to work before 10 (ten) hours have elapsed he shall be paid time and one half (1-1/2) his regular rate for those hours which fall within the ten (10) hour period.

- c) Days off shall be scheduled in such a way as to provide an equitable distribution of full weekends off or two (2) consecutive days off provided that such does not affect the efficient operation of the employer.

Equitable distribution is defined as being on a specific shift, in a specific department or unit, and by specific job classification. The Employer will guarantee that a regular full-time employee shall be scheduled to have at least one weekend off in every successive three (3) week period.

- d) There shall be no pyramiding or duplication of this benefit.

**10.06 No Pyramiding of Overtime**

An employee shall not be entitled to claim an overtime premium more than once with respect to hours worked, and there shall be no pyramiding or duplication of overtime.

**10.07 Daylight Savings**

**In no case shall the amount of regular pay for a full normal shift worked be affected by reason of the change in the number of normal hours worked in consequence of such change from daylight savings time to standard time and vice versa. There will be no payment for the additional hour worked and no reduction for the hour not worked because of the changeover.**

HOURS OF WORK - FOR PART TIME EMPLOYEES

10.08 Overtime - An employee shall be eligible for pay at one and one-half (1-1/2) times his/her regular straight time hourly rate in the event that s/he is required to work the following:

- 1) More than the normal hours of full-time employees in the same classification as set out in the full-time agreement 10.01 a) and b) or
- 2) More than the normal bi-weekly hours of full-time employees as set out in the full-time agreement 10.01 a) and b) or
- 3) More than the normal daily or bi-weekly hours of full-time employees who work under a compressed work week agreement.

10.09 Part-time employees shall not be required to enter into an agreement that would require him/her to work more than seven and one-quarter (7-1/4) or eight (8) hours per day without receipt of overtime pay unless the employee is working on a unit on which a majority of the affected full-time employees in the same classification have voted to accept arrangements for a compressed work week agreement.

10.10 It is understood that the normal hours shall not be nor construed to be a guarantee as to the hours of work or as a guarantee of working schedules.

10.11 Hours of Work

- a) A regular part-time employee is one who regularly works less than full-time hours (36¼ or 40 hours per week) as applicable, and who works a pre-determined schedule

*which shall contain a minimum of 24 hours during a two week period.*

- b) A casual part-time employee is one who regularly works less than the normal full-time hours (36¼ or 40 hours per week) over a 2 week period on a call-in basis only.*
- c) The Employer shall provide, upon reasonable request by the Union, the monthly and year to date totals of all hours worked by regular and casual part time employees.*

*10.12 Work Scheduling*

- a) A twenty-eight (28) day schedule showing the hours and days of work of each regular part-time employee shall be posted in an appropriate place at least two weeks in advance of the start of the schedule.*
- b) The Employer shall endeavour to divide the available hours of scheduled work equally among the regular part-time employees normally performing the work to be done in the work area. When extra or replacement staff are required, preference shall go to those regular part-time employees, normally performing the work to be done, in the work area.*
- c) When a shift becomes available with more than 24 hours notice of the start of the shift, and no regular part time are available to work, this shift shall be offered to any regular part-time scheduled for a shorter shift on that day. The shorter shift will be filled in the normal manner.*
- d) A regular part-time employee may arrange with his/her supervisor to work on a regular schedule of fewer hours than involved in the equal division of hours among regular part-time employees in a unit.*

*Call - In Procedure when no part time is available:*

- i) The most senior casual employee will be called and offered the choice among all available shifts. The employee must choose only one, and may only choose a shift if not scheduled already that day.*
- ii) If there is no answer, the person calling will proceed to the next employee on the list.*

- iii) *The employer shall leave a message when possible and a number to call and the employee may call back and accept the shift if it is still available.*
  - iv) *If the employee declines the shift, the person calling will proceed to the next person on the list.*
  - v) *If the employee chooses a shift, the other available shifts are then offered to the next person on the list.*
  - vi) *This procedure continues through the casual part time list.*
  - vii) *When a shift or shifts next become available, the person calling will begin where they left off on the list.*
  - viii) *A new seniority list will be distributed quarterly, at which time the call in procedure will begin again at step i).*
- e) *Employees who report for any scheduled shift shall be guaranteed at least three (3) hours of work, or if no work is available, at least three (3) hours pay in lieu thereof.*
  - f) *This reporting allowance shall not apply whenever an employee has received at least six (6) hours' notice prior to the scheduled start of his/her shift not to report to work.*
  - g) *Employees who are called in for extra work and do not receive notice or cancellation at least four hours prior to the beginning of the shift shall be guaranteed at least two hours of work or if no work is available, shall be paid at least two hours when work is not available due to conditions beyond the control of the Employer.*
  - h) *The Employer shall use its best efforts to ensure that all part-time work is allocated on a scheduled rather than a casual basis wherever practical.*
  - i) *Except as provided for in clause 10.12 j), every effort shall be made to avoid scheduling the commencement of a shift of regularly scheduled part-time employees, within twelve (12) hours of the completion of the employee's previous shift. Should an employee be scheduled by the Employer*

to work before twelve (12) hours have elapsed, s/he shall be paid time and one-half (1-1/2) his/her regular rate of pay for those hours which fall within the twelve (12) hour period.

- j) For those employees working on a unit in which a majority of the full-time employees in the same classification have voted to accept arrangements for a compressed work week agreement, every effort shall be made to avoid scheduling the commencement of a shift of regularly scheduled part-time employees within ten (10) hours of the completion of the employees previous shift.

Should an employee be scheduled to work before ten (10) hours have elapsed he shall be paid time and one-half (1-1.5) his regular rate for those hours which fall within the ten (10) hour period.

- k) Split Shifts  
The parties agree that Community Support workers may be scheduled to work split shifts. Split shifts will be defined as working no more that two shifts totaling not more than twelve (12) hours and not less than six (6) hours. The parties further agree that no other classification shall work split shifts.
- l) Part-time employees shall be scheduled to have one weekend off in every successive four (4) week period.
- m) In the event that a change in schedule is requested in writing by an employee and co-signed by an employee, which is submitted to and approved by the Employer, such exchange is not to result in overtime payment or any other additional compensation.
- n) There shall be no pyramiding or duplication of these benefits.

#### 10.13 Shift Premium

- a) Effective July 1, 1989 an employee shall receive a shift premium of 48 cents per hour for all hours worked between 5 p.m. and 7 a.m.

Where more than 50% of the hours fall within this period, the premium shall be paid for all hours worked.

- b) *Effective August 14, 1995, an employee shall receive a shift premium of .48 cents per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday except for hours where overtime pay or any other premium payment including shift differential is applicable.*

10.14 Daylight Savings

*In no case shall the amount of regular pay for a full normal shift worked be affected by reason of the change in the number of normal hours worked in consequence of such change from daylight savings time to standard time and vice versa. There will be no payment for the additional hour worked and no reduction for the hour not worked because of the change over.*

**ARTICLE 11 - LEAVE OF ABSENCE**

11.01 Leave of absence without pay shall be granted upon written request to the Employer to employees elected or appointed to represent the Union at conventions and/or seminars, provided:

- a) For full time employees the total of such time shall not exceed fifteen (15) days, for part time employees the total of such leave shall not exceed five (5) days per year;
- b) For full time employees not more than three (3) employees are involved in each request, for part time employees not more than one (1) employee is involved in each request; and
- c) such leave does not unreasonably interfere with the efficient operation of the Employer.
- d) **For full time employees - when an employee is elected as the Union's President or First Vice-President of the Provincial Body of O.P.S.E.U., the Union will, immediately following such election, advise the Employer of the name of the employee so selected. Leave of absence without pay or benefits shall be granted from the employee's place of employment for the duration of the current term of office.**

- e) the union provides reasonable notice for such leave.

Leave of absence with pay and with no loss of benefits or seniority, shall be granted to employees elected or appointed to represent the Union at conventions and/or seminars, provided that the above mentioned conditions are met and the union reimburses the employer for wages and benefits paid to employees granted such leave.

11.02 The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods. Upon return from a leave, the employer will reinstate the employee to his/her former position unless the position has been discontinued, in which circumstances the employee shall have access to Article 9.05 "Lay-offs and Recalls from Lay-offs."

**11.03 For full time employees - The Employer's payments towards all group insurance benefits will be suspended after the first month of any leave of absence. They will be reinstated upon the return of the employee to full-time duty. If the employee wishes continuation of these benefits during such a leave, it will be his responsibility to pay the total cost of these group insurance benefits prior to starting the leave of absence.**

**11.04 For Full Time Employees - The Employer and the Union agree to modify the leave time under the Self Funded Leave Plan providing it is allowed under Revenue Canada Guidelines.**

## **ARTICLE 12 - MATERNITY & PARENTAL LEAVE**

### **For Full Time Employees**

- 12.01**
- a) **Maternity leave & Parental leave will be granted in accordance with the provisions of the EMPLOYMENT STANDARDS ACT.**
  - b) **In respect of the period of maternity leave, the employer shall pay employees with at least 12 months continuous service, for up to a maximum of 15 weeks, commencing with the employee's eligibility for unemployment insurance benefit payments, an amount equivalent to the difference between the sum**

**of the weekly U.I.C. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave. This change shall not be retroactive, but shall be effective July 1, 1989. During this period of Maternity Leave and/or Parental Leave, seniority shall accrue.**

**12.02 The Employer's payments towards all group insurance benefits will continue during maternity & parental leave provided the employee wishes continuation of these benefits during such a leave and intends to continue paying the employees contributions.**

**Employees who wish to continue these benefits must sign a written agreement to have their share of the premiums deducted from the S.U.B. payments, if applicable, or provide post dated cheques for the complete leave period prior to commencing the leave. If the employee turns down this option, the employee must sign a waiver and the benefits will be reinstated upon the return of the employee to full-time duty.**

**12.03 Statutory holidays that fall within the employee's two (2) weeks waiting period shall be considered as earned and the employee shall receive the equivalent number of hours off with pay upon his/her return to work.**

For Part Time Employees

*12.04 Maternity & Parental Leave will be granted in accordance with the provisions of the EMPLOYMENT STANDARDS ACT.*

*12.05 In respect of the period of maternity leave, the employer shall pay employees with at least 12 months of continuous service for up to a maximum of 15 weeks, commencing with the employee's eligibility for unemployment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly U.I.C. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the employee's average gross earnings which she was receiving prior to the commencement of the maternity leave. This change shall not be retroactive, but shall be effective from July 1, 1989.*

*During this period of Maternity and Parental Leave seniority shall accrue. The employee's average weekly hours in the best ten (10) of the twenty (20) week period immediately prior to commencement of the maternity leave shall be used to determine her accumulation of seniority while on maternity and/or parental leave.*

### **ARTICLE 13 - BEREAVEMENT LEAVE**

13.01 The Employer shall pay an employee up to three (3) days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of the employee's mother, father, brother, sister, spouse/partner\*, children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and legal guardian.

13.02 Employees will not be paid for regularly scheduled days off under this article.

13.03 There shall be no pyramiding or duplication of this benefit.

\* Partner shall mean and include a person who is of the same or opposite sex who, although not married to the employee, is currently residing and have continuously resided in a common-law relationship with the employee for not less than 1 full year.

### **ARTICLE 14 - JURY DUTY AND COURT WITNESS**

14.01 An employee who is selected for service as a juror or who is subpoenaed as a witness to appear in court will be compensated for loss of pay from his regularly scheduled shift due to such jury or witness service. Such compensation will be based on his regularly scheduled shift due to such jury or witness service. Such compensation will be based on his regularly scheduled hours at his regular hourly rate less the fee received for his services as a juror or witness. However, should the employee present himself for selection as a juror, and not be selected, then he is required to return to the Employer's premises to complete his remaining normally scheduled work day.

14.02 In order for an employee to qualify for payment under this section, he must provide a written statement to the Employer

indicating the date of his service as a juror or witness, the time so spent and the fee received for his services as a juror or witness.

The employee may treat his absence as leave with pay and pay to the Employer any fee (but not expenses) he has received as a juror or as a witness.

14.03 There shall be no pyramiding or duplication of this benefit.

## **ARTICLE 15 - HOLIDAYS**

### **For Full time Employees**

**15.01 Full time employees who have completed three (3) months of continuous employment will be entitled to the following holidays:**

**New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day**

**Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Civic Holiday**

**Full-time employees will be entitled to a floating holiday each year on April 1. Furthermore each full time employee will be credited with a floating holiday on November 11. Those employees whose shift is not replaced (non-shift workers) must take the floating holiday at a mutually agreed time during the fiscal year.**

**15.02 If an employee wishes to observe significant holy days of their faith they may designate in writing by November 1, to the supervisor, up to three alternate statutory holidays, in lieu of Good Friday, and/or Easter Monday and/or Christmas Day, which are observed as significant in the employee's faith. If an employee designates such days, the overtime and other provisions which normally apply to Statutory Holidays will not apply to Good Friday and/or Easter Monday and/or Christmas Day for that employee, but will apply to the days assigned.**

**15.03 When any of the above holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some**

other day, they shall be observed on the day on which they fall. For non-shift employees the following Monday shall be deemed to be the holiday for the purpose of this agreement.

**15.04**      **Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular hourly rate of pay exclusive of shift premium.**

**15.05**      **In order to qualify for holiday pay, the employee must work his last full scheduled shift immediately preceding and his first full scheduled shift immediately following the holiday. However, an employee shall not lose his holiday pay if absent on either or both qualifying days because of illness or injury which is verified by a certificate signed by a duly recognized medical doctor or he is absent with the specific written permission of the Employer, provided he has been at work within three (3) days of the holiday, whether before or after such holiday.**

**15.06**      **a)    A shift that begins or ends during the twenty-four (24) hour period of the holiday, where more than 50 percent (50%) of hours worked fall within the holiday shall be deemed to be work performed on the holiday for the full period of the shift.**

**b)    Where an employee is scheduled to work on a holiday, the employee shall be paid at a rate of time and one half (1½) the regular hourly rate for all hours worked, and will be given their choice of 8 hours in lieu time at a mutually agreeable time or 8 hours of pay at their regular hourly rate.**

**c)    When any of the above noted holidays fall on a shift worker's scheduled day off, the employee will be given their choice of 8 hours in lieu time at a mutually agreeable time or 8 hours of pay at their regular hourly rate of pay.**

**d)    Any employee who is normally required to work on a holiday, may accumulate up to a maximum of 40 hours in lieu holiday time and upon written request will receive a payout for any or all time off in lieu of statutory holiday hours. Under special circumstances**

**the Employer will consider a written request to accumulate more than 40 hours.**

- e) An employee who is scheduled to work on a recognized holiday and who fails to do so shall lose his entitlement for the holiday pay and his entitlement for the lieu day with pay.**
- f) An employee shall be paid at double (2x) time for employee's regular straight time hourly rate for approved hours worked on a holiday which are in excess of the normal daily hours of work as defined in Article 10 or in a compressed work week agreement.**

**15.07 There shall be no pyramiding or duplication of this benefit.**

*For Part Time Employees*

15.08 *The Employer recognizes that the following statutory holidays are applicable for part-time employees when determining premium pay for working on any of the following days:*

<i>New Year's Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Easter Monday</i>	<i>Christmas Day</i>
<i>Victoria Day</i>	<i>Boxing Day</i>
<i>Canada Day</i>	<i>Civic Holiday</i>

15.09 *Where practical, keeping in mind obligations under Article 10.13, Ongwanada will endeavour to schedule work on recognized holidays as equally as is possible among employees in each work location.*

15.10 *An employee who works on any of the above holidays shall be paid two (2) times his regular rate for all hours worked. Effective on the first (1st) day of the month immediately following ratification {of the 1990 Collective Agreement} a shift that begins or ends during the twenty-four (24) hour period of the holiday, where more than fifty percent (50%) of hours worked fall within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Employees shall be notified of such change prior to implementation.*

## **ARTICLE 16 - VACATIONS & VACATION CREDITS**

## **For Full Time Employees**

- 16.01** A full time permanent employee shall earn vacation credits at the following rates:
- a) One and one-quarter (1-1/4) days per month during the first three (3) years of continuous service.
  - b) One and two-thirds (1-2/3) days per month after three (3) years of continuous service.
  - c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service.
  - d) Two and one-half (2-1/2) days per month after twenty-five (25) years of continuous service.
- 16.02** An employee's vacation credits will be prorated based on the number of days worked per month. Ten (10) hours of vacation is received per 173.3 hours worked. Vacation accrual and carryover is based on the fiscal year.
- 16.03** An employee may accumulate vacation credits to a maximum of one and one-half (1-1/2) his annual accrual and may, under special circumstances and with approval from his Department Head, accumulate vacation credits to a maximum of twice his annual accrual. No credits will accumulate beyond twice his annual accrual.
- 16.04** Vacation schedules will be posted on May 1st of the current year and shall not be changed unless agreed between the Employer and the employee concerned. The Employer agrees to endeavour to schedule vacations so that employees can receive at least two (2) weeks of their vacation entitlement consecutively. It is understood and agreed that the Employer will give every consideration as to the preference of time at which employees wish to take their vacations, but of necessity the Employer must reserve the final decision as to the scheduling of vacations. Employees may be given preference on their vacation requests on the basis of seniority with the exception that requests submitted after May 1st for the current fiscal year will be considered on a first come first serve basis. Where an employee submits a written request for vacation, the Employer shall reply in writing within seven (7) calendar

days from the day of receipt of such request. Employees whose request for vacation leave is received too late for consideration and posting by May 1st will be granted their requests if possible, at the discretion of the Employer, provided that they do not interfere with the claims of those posted and approved as of May 1st.

- 16.05** If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day of vacation with pay for each holiday in addition to his regular vacation time.
- 16.06** Where an employee leaves the service prior to the completion of three (3) months' service, he is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment. Upon completion of three (3) or more months of continuous service, he shall be paid for any earned and unused vacation standing to his credit at the date he ceases to be an employee.
- 16.07** An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which he attains the age of sixty-four (64), is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which he reaches age sixty-five (65).
- 16.08** Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to his accumulated vacation entitlement.
- 16.09** Employees may, upon giving at least ten (10) days notice in writing, receive on the last pay preceding commencement of their annual vacation, any cheques which fall due during the period of their vacation.

*For Part time Employees*

- 16.10* *Vacation payment based on total time worked will be made to each employee excluding overtime. Effective April 1, 1993:*
- a) Six (6%) percent during the first three (3) years of continuous service.*

- b) *Employees who have completed three (3) years of continuous service shall receive 8% vacation pay.*
- c) *Employees who have completed fifteen (15) years of continuous service shall receive 10% vacation pay.*
- d) *Employees who have completed twenty-five (25) years of continuous service shall receive 12% vacation pay.*

*Years of continuous service shall be based on Category A, 1,660 hours or Category B, 1825 hours of straight time worked equals one (1) year of continuous service. In addition, an employee whose status changes from full-time to part-time or vice versa shall have any time worked in his/her previous status counted for purpose of vacation entitlement.*

*16.11 If requested, regular part-time employees shall be entitled to three (3) week's vacation leave of absence without pay per fiscal year and after three (3) years of continuous service shall be entitled to four (4) weeks of vacation leave of absence without pay. If a part time employee requests specific days off in writing at least seven (7) days prior to the posting of the schedule, the employer will make a reasonable effort to schedule these days as 'regular days off' and not vacation days unless requested by the employee. The Employer will consider the timing, frequency, pattern, operational requirements and any other relevant factors in assessing the employee's request.*

*16.12 Vacation schedules will be posted by May 1st of the current year and shall not be changed unless agreed between the Employer and the employee concerned. The Employer agrees to endeavour to schedule vacations so that employees can receive at least two (2) weeks of their vacation entitlement consecutively. It is understood and agreed that the Employer will give every consideration as to the preference of time at which employees wish to take their vacations, but of necessity the Employer must reserve the final decision as to the scheduling of vacations. Employees may be given preference on their vacation requests on the basis of seniority with the exception that requests submitted after May 1st for the current fiscal year will be considered on a first come, first serve basis. Where an employee submits a written request for vacation, the Employer shall reply in writing within seven (7) calendar days from the day of receipt of such request. Employees whose request for vacation leave is received too late for consideration*

*and posting by May 1st will be granted their requests if possible, at the discretion of the Employer, provided that they do not interfere with the claims of those posted and approved as of May 1st.*

## **ARTICLE 17 - GROUP INSURANCE BENEFIT PLAN**

### **For Full Time employees**

**17.01 The Employer will pay one hundred (100%) percent of the premium costs for a two times (2x) annual earnings Group Life Insurance Plan for all employees working on a full-time basis after the completion of three (3) months of continuous employment.**

**The Employer will pay seventy-five percent (75%) of the premium costs for an Extended Health Care Plan effective (deductible - \$10.00 per individual and \$20.00 per family; no co-insurance; maximum benefit - \$10,000.00 per year per individual) for all employees working on a full time basis after the completion of three (3) months of continuous employment. Effective January 1, 2001 the Extended Health Benefits Plan will provide Vision Care Coverage (maximum \$150.00 every 24 months).**

**The complete terms and conditions of these protections are set forth in the Policies, Certificates and/or Plan of each of the insuring companies.**

**17.02 The Employer's payments towards the insurance program will cease when an employee is laid off or terminated or on a leave of absence as specified in Article 11.03 and Article 12.02 of this collective agreement.**

**17.03 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, The employer shall notify the Union to explain the proposed change.**

**Upon a request by the union, the Employer shall provide to the union, full specifications of the benefits programs contracted for and in effect for employees covered herein.**

*For Part Time Employees*

- 17.04 *A part-time employee who has completed three (3) months of service or 412.5 hours (Category A) or 450 hours (Category B) shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, callback pay, reporting pay, responsibility pay, jury and witness duty, and bereavement pay) at an amount equal to fourteen (14%) percent of his/her regular straight time hourly rate for all straight time hours paid.*

**ARTICLE 18 - DENTAL PLAN**

**For Full Time Employees**

- 18.01 The Employer shall pay fifty percent (50%) of the premium costs for a basic dental plan similar or the same as the Blue Cross #9 Plan plus Rider #1, current O.D.A. rates, if the requirements of the Insurance Company are met.**
- 18.02 The employer shall pay fifty percent (50%) of the premium costs for additional dental benefits or the same as the Blue Cross Rider #3, Level IV, providing orthodontics for each insured child between six (6) and eighteen (18) years of age, providing 50% co-insurance, to a lifetime maximum of \$ 1,500.00 if the requirements of the insurance company are met.**
- 18.03 The employer shall pay fifty percent (50%) of the premium costs for additional dental benefits or the same as the Blue Cross Rider #4, Level V, providing the creation and repair of crowns and bridges, providing 50% co-insurance, to a \$ 1,000.00 annual maximum per insured employee and dependant, if the requirements of the insurance company are met.**

**Note: Co-insurance means that one half of the "out of pocket" expenses under the current Ontario Dental Association rates are reimbursed up to the specified maximum.**

## **ARTICLE 19 - PENSION PLAN**

### **For Full Time Employees**

- 19.01**      **The Employer agrees to continue to extend the benefits of the Pension Plan presently in effect to all eligible employees in the bargaining unit.**
- 29.2**        **The Employer agrees to pay 100% of the premium for the Extended Health Care benefit, and 100% of the premiums for life insurance, with the principle being in the amount of the employee's annual salary, for employees who are retiring, are at least 55 years of age and who have at least twenty years of service, until the employee reaches age 65.**

### *For Part Time Employees*

- 19.03*        *If a part time employee elects to participate in the pension plan after fulfilling all eligibility requirements to participate in the pension plan, the percentage in lieu of benefits paid to part time employees who are in the pension plan will be reduced by the amount of the Employer's premium as determined from time to time, by "The Hospital's of Ontario Pension Plan".*

## **ARTICLE 20 - WAGES**

- 20.01        The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this agreement.
- 20.02        Employees who are promoted, as per Article 9.06, will be paid the first rate of pay of the new job classification to which they are promoted, provided such rate is three percent (3%) or higher than their present rate of pay. If the new rate is not three percent (3%) or higher, they shall receive the next higher rate. The date of the promotion to the new classification shall become the anniversary date for application of the salary progression.
- 20.03        a)      When an employee is temporarily transferred to a higher paying job classification than his own, he shall continue to receive the pay for his own job classification unless such transfer continues for more than five (5) consecutive

working days. If the transfer continues for more than five (5) consecutive working days the change in wage rate shall apply (retroactively to date he commenced such transfer). The wage rate will be the first rate in the job classification provided such rate is three percent (3%) or higher. If the new rate is not 3% or higher he shall receive the next higher rate. When an employee is temporarily transferred to a lower paying position, his rate shall not be thereby reduced. For the purpose of this article temporary transfer means a transfer that is not expected to exceed sixty (60) working days.

- b) This article shall not apply when an employee is temporarily transferred to fill in for an employee who is on vacation, provided that the vacation does not extend beyond twenty (20) working days.

20.04 An employee whose status changes from full-time to part-time or vice versa shall have any time worked in his/her previous unit counted for purposes of placement and progression on the salary scale.

*For Part Time Employees*

20.05 *An employee shall automatically progress to the next step on the salary scale for his/her classification after completing sixteen hundred and sixty (1660) hours in a classification belonging to Category 'A' or eighteen hundred and twenty-five (1825) hours in a classification belonging to Category 'B'.*

**ARTICLE 21 - MILEAGE ALLOWANCE**

21.01 If an employee is required to use his own automobile on the Employer's business, he will be paid the following rates:

All mileage claims will be paid at the flat rate of 30 cents per kilometre or 48 cents per mile and vice versa. It is also understood that when an employee travels on the Employer's business directly from his residence, the mileage allowance will be calculated as if the employee left from Ongwanada. Similarly when an employee travels directly from the place of business to his residence, the mileage allowance will be calculated as if the employee returned to Ongwanada.

## **ARTICLE 22 - MISCELLANEOUS**

- 22.01 Whenever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used to the extent applicable.
- 22.02 A copy of this collective agreement shall be issued by Ongwanada to each employee at the time of hire. The cost of preparing such copies will be shared equally by Ongwanada and the Union.
- 22.03 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Coordinator, Human Resources and the Secretary of the Union and Local Regional Office, Kingston, Ontario.
- 22.04 For purposes of this Agreement, Category 'A' refers to the following classifications: Psychometrist 1, 2; Psychologist; Social Worker Assistant; Social Worker; Social Worker MSW; Occupational Therapist; Clerical Typist; Clinical Records Typist; Switchboard Typist; Clerk Typist; Hairdresser; Behavior Therapist; Prevention Counsellor.

Category B refers to the following classifications:

Adult Protective Service Worker; Vocational and Life Skills Instructor; Assistant Supervisor Vocational and Life Skills; Community Counsellor; Vocational Counsellor; Community Support Worker; Residential Counsellor Trainee; Residential Counsellor; Assistant Supervisor, Residential Services.

## **ARTICLE 23 - CALL-IN PAY**

### **For Full Time Employees**

- 23.01 An employee who has left the premises of the Employer and who is requested to and reports for work outside his regular scheduled working hours shall be paid a minimum of four (4) hours' pay at the rate of time and one half (1-1/2), provided the hours so worked do not overlap and extend into his regular shift. If the hours so worked under this call-in provision overlap and extend into his regular shift, he shall**

**receive pay only for the hours actually worked prior to the commencement of his regular shift at the rate of time and one-half (1-1/2) of his regular rate of pay.**

**There shall be no pyramiding or duplication of this benefit.**

*For Part Time employees*

23.02 *An employee who is requested to and reports for work in an emergency such as missing persons, fire, etc., less than 12 hours after his/her previous shift, or less than 10 hours in the case of employees working in units on a compressed work week agreement, shall be paid a minimum of three (3) hours' pay at the rate of time and one-half (1-1/2), provided the hours so worked do not overlap and extend into his/her next regular shift.*

23.03 *If the hours so worked under this call-in provision overlap and extend into his/her regular shift, s/he shall receive pay only for the hours actually worked prior to the commencement of his/her regular shift at the rate of time and one half (1-1/2) of his/her regular rate of pay.*

*There shall be no pyramiding or duplication of this benefit.*

## **ARTICLE 24 - REST PERIODS**

**For Full Time Employees**

**24.01 A rest period of fifteen (15) minutes shall be provided during the first half of each regularly scheduled shift and another fifteen (15) minutes shall be provided during the second half of each regularly scheduled shift.**

*For Part Time Employees*

24.02 *For each four (4) hours' worked, one (1) rest period of fifteen (15) minutes shall be provided.*

## **ARTICLE 25 - LONG TERM TRANSFERS**

25.01 a) The Employer will advise the employee at least seven (7) days in advance of a long term transfer.

- b) The employee may be scheduled for a minimum of eight (8) hours orientation for all long term transfers, if requested.
- c) An employee may request a transfer by submitting a written request to their respective supervisor. The Employer shall reply in writing within fourteen (14) calendar days from the day of receipt of such request.

## **ARTICLE 26 - BULLETIN BOARDS**

26.01 The Employer will provide a bulletin board upon which the Union may post notices of union business which have been approved by the Employer.

## **ARTICLE 27 - RETIREMENT AGE**

27.01 The normal retirement age shall be sixty-five (65) years or in accordance with the existing Pension Plan, for both men and women.

The Employer may, however, upon notifying the Union, at his sole discretion, continue to employ on a month to month basis, any person after he or she has attained retirement age at the rate of pay for the job.

## **ARTICLE 28 - SICK LEAVE AND LONG TERM DISABILITY**

### **For Full Time Employees**

**28.01 a) Ongwanada will assume total responsibility for providing and funding a short-term sick leave plan during the first 15 weeks of disability. Sick pay benefits from the 16th to the 30th week of disability are provided by the Canada Employment and Immigration Commission. Employees must have completed three months of full-time continuous service to be eligible for coverage under the short-term sick leave plan. When an employee returns from an absence due to a Total Disability and works for three continuous weeks, the benefit period of 15 calendar**

**weeks will be reinstated in full. However, if within three regular work weeks following the employee's return to work, the employee is disabled from the same or a related cause, only the remainder of the 15 calendar week benefit period will apply. If an employee returns to work on an approved modified work program, the employee is not considered to be actively at work for the purposes of the short-term sick leave plan. The time spent doing modified work continues to count toward the expiry of the 15 week benefit period and does not cause it to be reinstated.**

**b) The amount of sick pay will be determined by the length of the employee's full-time service with Ongwanada, up to the date of disability, according to the following service schedule:**

- at least 3 months - 66 2/3% of earnings**
- at least 1 year - 70% of earnings**
- at least 2 years - 80% of earnings**
- at least 3 years - 90% of earnings**
- at least 4 years - 100% of earnings**

**c) Part time employees who become full-time will be credited for their part time seniority in OPSEU for eligibility in the sick leave plan.**

**28.02**

**a) The Employer will pay 75% of the billed premium towards coverage of eligible employees of an insured Long Term Disability Plan, the employee paying the balance of the billed premium through payroll deduction.**

**b) The Employer will maintain its portion of the billed premiums during the time an employee is covered under the Unemployment Insurance Illness Benefits portion of the short-term sick plan.**

**c) Employees must have completed six months of eligibility under the Long Term Disability Plan following their first day of full-time active work. If the requirements of the insurance Company are met, the amount of Long Term Disability benefit will be determined by the length of the employee's continuous service (from the first day of full time employment), as**

**of the day before your first day of absence, according to the following schedule:**

- at least 6 months           -65% of regular earnings**
- at least 20 years           -70% of regular earnings**
- at least 30 years           -75% of regular earnings**

**Benefits will be reduced in accordance with the insurer's contract in effect on the date of total disability. The minimum payment is \$50.00 per month to age 65.**

- d) The Insurer's Long Term Disability policy shall govern and a copy shall be provided to the union.**

#### **ARTICLE 29 - HEALTH & SAFETY**

- 29.01           The Employer and the Union agree that they mutually desire to maintain standards of safety and health in Ongwanada in order to prevent accidents, injury and illness.
  
- 29.2.1           Recognizing its responsibilities under the applicable legislation, Ongwanada agrees to accept as a member of the Occupational Health & Safety Committee at least two representative selected or appointed by the Union from among bargaining unit employees and the committee shall meet on a regular basis.

#### **ARTICLE 30 - ACCESS TO PERSONNEL FILES**

- 30.01           Where an employee receives a written disciplinary warning and receives no further written discipline for a period of twenty-four (24) clear months from the date of the warning, such warning shall be removed from the employees record and shall not be used to justify any subsequent disciplinary action.

Employees shall have access to their personnel file, in the presence of Human Resources personnel.

#### **ARTICLE 31 - CLASSIFICATION**

31.01 When a new classification is created or an existing classification is substantially revised, the Employer shall notify the Union and provide all relevant information concerning the proposed new or changed classification and the rate proposed by the Employer for the position. If the Union objects to the rate, they will provide their rationale for the rate they propose. The parties shall meet and negotiate the salary range for the new or revised classification within thirty (30) days provided that, should no agreement be reached between the parties within that time frame, then the employer will set the salary range for the new or revised classification and the range of wage rates shall become part of the wage structure subject to the right of the parties to have the rate determined by arbitration. If the matter is referred to arbitration, the arbitration board/sole arbitrator shall only have the right to establish the new wage rates by comparing the new job classification with existing rates of the other job classifications established in this agreement.

It is understood that the new wage rates will be paid retroactive to the date an employee assumed the duties of the new or revised job classification.

31.02 When either party requests a revision or review of an existing classification the parties shall meet within fourteen (14) calendar days to review the request. The results of such review shall be given to the Union within forty-two (42) calendar days of the review taking place. Should the party requesting the review not be satisfied with the outcome the grievance procedure may be employed.

## **ARTICLE 32 - ABUSE INVESTIGATIONS**

32.01 Any employee who is alleged to have abused a resident/client shall be informed as soon as possible of the allegation and informed that they are entitled to have Union representation whenever they are interviewed by an internal inquiry team. The employer shall provide the employee with a written letter of the outcome of the investigation within twelve (12) calendar days after the investigation has been deemed closed by the Employer.

## **ARTICLE 33 - WORKPLACE HARASSMENT**

- 33.01 All employees covered by this agreement have a right to freedom from harassment in the workplace. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- 33.02 The reporting time limits set out in the Grievance Procedure (Article 6) do not apply to complaints under this article, provided that the complaint is made within a reasonable amount of time of the conduct complained of, having regard to all circumstances.
- 33.03 Within 5 days of receiving a complaint, the Co-ordinator, Human Resources shall arrange to meet with the complainant.
- 33.04 An employee who makes a complaint under this article may be accompanied by a union steward at the time of the discussion of the complaint, at each stage of the grievance procedure and in the course of any investigation established by the employer under any human resources policy.
- 33.05 Within 3 days of the meeting (33.03) the Co-ordinator, Human Resources shall render a decision in writing.

**ARTICLE 34 - DURATION**

- 34.01 This Agreement shall be in effect from the first day of April 1998 and shall remain in effect until March 31, 2001 and from year to year thereafter, unless either party shall notify the other party, in writing, within ninety (90) days prior to the expiration date, as to its desire to terminate the agreement, or of its desire to modify or amend any section or provision thereof.
- 34.02 In the event of such notification being given as to the amendment of the agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

**FOR THE UNION:**

\_\_\_\_\_ Leah Casselman  
 \_\_\_\_\_ Martin Sarra  
 \_\_\_\_\_ Peggy MacDonald

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Annette Hansford  
Marilyn Rawding  
Robert Young  
Karen Addison

FOR THE EMPLOYER:

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Robert W. Seaby  
Barry Mapplebeck  
Mary Wilson  
Rudy Wehner  
Bob van Santen  
Susan Babcock

**AGREED LIST OF MEMORANDUMS**

1. Recognition
2. Adjustment of Seniority Lists
3. Pay Equity Dispute
4. Compressed Work Weeks (24 Hours Shifts)
5. Compressed Work Weeks (12 Hour Shifts)
6. Self Funded Leave
7. Health & Safety Issues Related to Transporting of Clients
8. Scheduling of Hours
9. Employee Relations Committee – Joint Working Group
10. Workers Compensation Benefits
11. Staffing Requirements for Residential Services

**LETTER OF UNDERSTANDING**

BETWEEN

ONGWANADA

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (LOCAL 433)

RE: RECOGNITION

The parties agree to the following:

It is the intent of Ongwanada and OPSEU to clarify the recognition of OPSEU as the Bargaining Agent for current employees who are relocated due to the redevelopment of Penrose. It is agreed that those employees classifications who are currently OPSEU members or classifications will retain bargaining unit status in the event of the relocation of work sites.

Where Ongwanada receives funding for new contracts, the local shall be notified to review and determine if such positions, based on compensation available for salary and benefits, may be considered to be bargaining unit positions. It is agreed that special agreements may be developed to accommodate conditions that are prohibitive within the collective agreement to enable positions to be bargaining unit positions.

Where Ongwanada creates new positions other than existing classifications, the local shall be notified of the status (Bargaining Unit or Non-Union), salary, benefits and working conditions of positions prior to recruitment or appointments.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

FOR THE UNION:

FOR THE EMPLOYER:

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**LETTER OF UNDERSTANDING**

BETWEEN

ONGWANADA  
AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (LOCAL 433)

RE: ADJUSTMENT OF SENIORITY LISTS

The parties agree to the following:

1. All current OPSEU members with part-time hours accrued between 1982-1988 in a currently recognized OPSEU department prior to the signing of the first part-time collective agreement shall be given credit for that seniority.
2. Current OPSEU members with previous CUPE seniority in residential or recreation since their last date of hire shall have that seniority recognized under OPSEU back to and including April 1, 1977 to 1989.

NOTE: 'Current' shall be defined as the date of the ratification of this contract.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

FOR THE UNION:

FOR THE EMPLOYER:

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**LETTER OF UNDERSTANDING**

BETWEEN

ONGWANADA

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (LOCAL 433)

RE: PAY EQUITY DISPUTE -PE-0714-00

The parties agree that the settlement of the wage grid is without prejudice and precedent to our respective positions concerning the current pay equity dispute.

Dated this 6<sup>th</sup> day of April, 2001 at Kingston, Ontario.

FOR THE UNION:

FOR THE EMPLOYER:

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## **MEMORANDUM OF AGREEMENT**

RE: TO COMPRESSED WORK WEEKS (24 HOUR SHIFTS)  
FOR RESIDENTIAL CLIENT SERVICES

BETWEEN

ONGWANADA  
AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (LOCAL 433)

This compressed work week agreement is made in accordance with the Full and Part time Collective Agreements between Ongwanada and OPSEU Local 433.

With the exceptions specified in this Agreement, all articles of the Collective Agreements apply to employees covered by this Agreement.

### Hours of Work:

Refer to Article 10 of the Collective Agreement

Each workday consisting of twenty-four (24) consecutive hours should be identified as a shift.

Within each 24 hour shift, employees shall actually work for sixteen (16) hours at their regular hourly rate and the remaining eight (8) hours will be deemed to be sleep time at fifty (50) percent of regular hourly rate.

Employees shall normally be scheduled to work four (4) shifts per two week period and should not exceed eighty (80) hours.

As the shift begins on one day and ends on the next, it is agreed that the first calendar day shall be the day of record.

### Sleeptime

In the event an employee is required to work during their designated sleep time hours, they will be given compensating time off for the hours they actually worked during the designated sleep time. The compensating hours will be based on a formula that each hour worked during the designated sleep time equals one-half hour compensating time off with pay at their regular hourly rate of pay. It is understood that work should only be

performed during the designated sleep time if it is required for the well being of the client(s), and should be reported to the Facility Co-ordinator.

The designated sleep time shall vary depending upon the residential support provided, but will entail an 8 hour continuous period e.g. 11:00 p.m. to 7:00 a.m.

### Seniority

For each "shift" staff will receive twenty (20) hours of seniority.

### Overtime

Authorized periods of work in excess of normal daily hours of work (i.e. 24), or when they exceed 80 hours per two week period, will be compensated at time and one half (1 ½) of the employees regular hourly rate.

### Holidays

Full time employees scheduled to work on a statutory holiday shall be paid at the rate of time and one-half (1 ½) the regular hourly rate for all hours worked, and will be given their choice of 8 hours of pay at the regular hourly rate or 8 hours in lieu time at a mutually agreeable time.

Full time employees who normally work 24 hour shifts will be given their choice of 8 hours of pay at the hourly rate or 8 hours in lieu time at a mutually agreeable time for a Statutory holiday not worked.

Part time employees will receive twice their regular rate of pay for all hours worked on a Statutory holiday.

### Sick Time

Full time employees absent due to illness will be eligible for a percentage of pay for the number of hours scheduled (percentage under Sick Plan based on service).

When full-time employees are absent due to illness they shall be entitled to the benefit based on:

- a) sixteen (16) hours work time – full benefit allotted.
- b) eight (8) hours sleep time – fifty percent of the benefit coverage.

### Vacation

Vacation will be banked and utilized on a basis of a normal day consisting of 8 hours.

Example: Employees earning one and a quarter (1 ¼) days per month would earn 10 hours vacation per 173 hours worked. (2080 hours/year divided by 12 months/year = 173 equivalent to 1 month).

A deduction from an employee's vacation credits will be made for each day of approved vacation leave of absence as follows: for an employee off on a twenty (20) hour day, deduct twenty (20) hours vacation credit.

### Bereavement Leave

Employees working under the 24 Hour Model will receive bereavement benefit equivalent to the benefit received by employees working under the regular schedule.

### Replacement Staff

Replacement staff will be used to cover only those hours deemed necessary. Replacement staff shall be paid on the same basis as full time or part time staff if they work the full "shift". Replacement staff assigned to less than the full "shift" shall be paid for all hours worked.

### Shift Premium

Employees shall receive a night shift premium for only those hours worked between 5:00 p.m. and 7:00 a.m.

### Assignments

When establishing a work site with no existing staff, Article 9.06 of the collective agreements will be followed. If there are existing staff, the number of full time positions in the home will be offered to full time Residential Counsellors working in that home based on departmental seniority, and the number of part time positions, if any, in the home will be offered to part time Residential Counsellors currently working in that home, based on department seniority.

### Training

When an employee covered by this compressed work week agreement attends a training program, the employer may change the employee's scheduled hours of work to the greater of:

- i) eight (8) hours per day, as applicable or
- ii) the actual number of hours spent receiving training, for each day that the employee participates in the training program.

When training assignments require more or fewer hours than the originally scheduled shift, the employee and supervisor may make mutually agreeable arrangements to offset the hours.

Schedules

Employees will not be required to work 24 hour shifts unless they have indicated an interest in working under this schedule.

Term

This agreement shall stay in force until such time as either party gives the other written notice that it wants to cancel or amend this agreement. In the event such written notice is given to cancel, this agreement in its entirety shall be deemed to be null and void at the commencement of the next two week pay period following expiration of thirty (30) calendar days from date of such written notice.

Both parties reserve the right to discontinue the 24 Hour Schedule in individual residences with written notice, due to change in circumstances.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

FOR OPSEU

FOR THE EMPLOYER

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**MEMORANDUM OF AGREEMENT**

BETWEEN

ONGWANADA

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 433

RE COMPRESSED WORK WEEKS (12 HOUR SHIFTS)  
FOR RESIDENTIAL AND CLIENT SERVICES

This compressed work week agreement is made in accordance with the Full and Part time Collective Agreements between Ongwanada and OPSEU Local 433.

With the exceptions specified in this Agreement, all articles of the Collective Agreements apply to employees covered by this Agreement.

Hours of Work

Refer to Article 10 of the Collective Agreement.

Overtime

Authorized periods of work in excess of normal daily hours of work (i.e. 12), or when they exceed 80 hours per two week period, will be compensated at time and one half (1 ½) of the employees regular time hourly rate.

Holidays

Full time employees scheduled to work on a statutory holiday shall be paid at the rate of time and one-half (1 ½) the regular hourly rate for all hours worked, and will be given their choice of 8 hours of pay at the regular hourly rate or 8 hours in lieu time at a mutually agreeable time.

Full time employees who normally work 12 hour shifts will be given their choice of 8 hours of pay at the regular hourly rate or 8 hours in lieu time at a mutually agreeable time for a Statutory holiday not worked.

Part time employees will receive twice their regular rate of pay for all hours worked on a statutory holiday.

### Sick Leave

Full time employees absent due to illness will be eligible for a percentage of pay for the number of hours scheduled (percentage under Sick Plan based on service).

### Vacation

Vacation will be banked and utilized on a basis of a normal day consisting of 8 hours.

Example: Employees earning 1 ¼)days per month would earn 10 hours vacation per 173 hours worked. (2080 hours/year divided by 22 months/year = 173 hours equivalent to 1 month).

### Bereavement Leave

Employees may receive up to 24 hours at the employees regular hourly rate of pay for the regular scheduled time lost in the event of a death of those family members referred to in Article 13 of the Collective Agreement.

### Training

When an employee covered by this compressed workweek agreement attends a training program, the employer may change the employee's scheduled hours of work to the greater of:

- i) eight (8) hours per day, as applicable or
- ii) the actual number of hours spent receiving training, for each day that the employee participates in the training program.

When training assignments require more or fewer hours than the originally scheduled shift, the employee and supervisor may make mutually agreeable arrangements to offset the hours.

### Term

This agreement shall stay in force until such time as either party gives the other written notice that it wants to cancel or amend this agreement. In the event, such written notice is given to cancel, this agreement in its entirety shall be deemed to be null and void at the commencement of the next two week pay period following expiration of thirty (30) calendar days from date of such written notice.

Both parties reserve the right to discontinue the 12 Hour Schedule in individual residences with written notice due to change in circumstances.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

FOR OPSEU

FOR THE EMPLOYER

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**MEMORANDUM OF UNDERSTANDING**

BETWEEN

ONGWANADA  
AND  
OPSEU (Local 433)

RE: HEALTH & SAFETY ISSUES RELATED TO TRANSPORTING OF CLIENTS

The parties involved agree to the following re concerns expressed around the transporting of clients:

1. Ongwanada shall offer a recertification course once a year for drivers who are interested.
2. Policies and Procedures around transportation shall have the Recertification course added to the.
3. Ongwanada shall provide the staff an opportunity to have "empty driving" time when staff are required to drive a vehicle other than what they are used to.
4. When Safety Inspections are completed by the Ministry of Transportation a copy of the Inspection will be given to Ongwanada's Occupational Health & Safety Coordinator to distribute to the Union Representatives.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

FOR THE UNION:

FOR THE EMPLOYER:

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**MEMORANDUM OF UNDERSTANDING**

BETWEEN

ONGWANADA  
AND  
OPSEU (LOCAL 433)

**RE: SCHEDULING OF HOURS**

The parties agree that an adhoc work group may be formed from time to time to address issues of mutual concern.

Work group participants will be comprised of management and union employees.

Employees shall be paid regular straight time wages up to 80 hours/2 week pay period or lieu time in excess of this shall be paid by the Employer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

FOR THE UNION:

FOR THE EMPLOYER:

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**MEMORANDUM OF UNDERSTANDING**

BETWEEN

ONGWANADA

and

OPSEU (LOCAL 433)

RE: EMPLOYEE RELATIONS COMMITTEE - JOINT WORKING GROUP

The parties agree to form a working group as a sub-committee to the Employee Relations Committee to review and address issues of mutual concern. Issues resolved from this group will go to the Employee Relations Committee for implementation or clarification, and unresolved issues may also go to the Employee Relations Committee for further review and dispute resolution.

Work group participants will be comprised of management and union employees.

Employees shall be paid regular straight time wages up to 80 hours/2 week pay period or lieu time in excess of this shall be paid by the Employer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

FOR THE UNION:

FOR THE EMPLOYER:

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**LETTER OF UNDERSTANDING**

BETWEEN

ONGWANADA - PENROSE DIVISION

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 433

The parties agree to the following:

1. Ongwanada will top up Workers' Compensation Benefits equal to 100% of the employee's regular net earnings from the employee's accumulated overtime and vacation credits until such time as these credits are exhausted, if the employee so requests. Any credits utilized by the employees in this manner will be deducted from the accumulated overtime and vacation credits owing to the employee.
  
2. An employee who is absent from work as a result of an illness or injury sustained at work will receive from Ongwanada payment equivalent to the lesser of the benefit he/she would receive from Workers' Compensation if his/her claim was approved or the benefit to which he/she would be entitled under the short term sick leave plan up to 15 weeks maximum or the approved date of the claim. prior to collecting the short term sick leave monies, the employee will sign a statement that any payments will be refunded to Ongwanada following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term sick leave plan.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2001 at Kingston, Ontario

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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## **MEMORANDUM OF UNDERSTANDING**

between  
ONGWANADA  
(The Employer)  
and  
ONTARIO PUBLIC SERVICE EMPLOYEES UNION - LOCAL 433  
(The Union)

**RE: STAFFING REQUIREMENTS:**

FOR FULL-TIME AND PART-TIME RESIDENTIAL COUNSELLORS  
(RC 2'S) AND COMMUNITY SUPPORT WORKERS (CSW'S) FOR  
RESIDENTIAL SERVICES

The parties agree to the following:

1. Residential Counsellor 2 employees will always be scheduled to support clients at all community residences and all programs sites as may be required. This provision does not apply to the high-support Nursing homes.
2. CSWs will not be scheduled to work in any high support behavioural home. CSWs will always be scheduled to work with a Registered Nurse in the high support nursing homes. CSWs will always be scheduled to work with a Residential Counsellor 2 in all other Community Residences and therefore will never be scheduled to work alone.
3. The Employer agrees to consult with the Union beforehand any anticipated changes to the full-time and part-time Residential Counsellor 2 and Community Support Worker staffing requirements.
4. The Full-time and/or Part-time complement of the Residential Counsellors and Community Support Workers will be adjusted if the number of community residences increase or decrease based upon the number of Full-time and/or Part-time complement allocated to the affected community residence(s). The employer agrees to consult with the Union any anticipated changes in the FT/PT RC 2 and CSW staffing requirements.
5. Residential Counsellors(RC 2's) may replace Community Support Workers (CSW's) on a call-in basis if no Community Support Workers (CSW's) are available and will be compensated at the Residential Counsellor(RC 2) rate.
6. Previous Full-time Residential Counsellor Assistants (RCA's) 'grandfathered' into the Community Support Worker (CSW) classification will be the only full time Community Support Workers (CSW's). They will be "red-circled" at the following rate of pay during the life of the collective agreement,; - "Residential A \$31,970.  
Residential Counsellor Asst W 614.80

Residential Counsellor Asst. H 15.37

This protected "red-circle" wage rate will be removed at such time in the future as the wage rate of the Community Support Worker (CSW) classification equals or exceeds the above listed Residential Counsellor Assistant (RCA) wage rate. The list of the red-circled Residential Counsellor Assistants (RCA's) is attached.

- 7. The six Residential Counsellor Assistants (RCA's) 'grandfathered' into the Community Support Worker (CSW) classification who opted to take the Developmental Service Worker (DSW) program (see attached list) will continue to be offered educational reimbursement (tuition and books) to upgrade to become Residential Counsellors (RC 2's) and will be reclassified accordingly upon submission to the employer of a receipt of their Developmental Service Worker (DSW) diploma. Employees who choose this offer will be entitled to reimbursement for tuition and books upon proof of the successful completion of each course.
- 8. No full time RC 2 position will be converted to Part-time RC 2 positions. In the case of new and existing homes, the Employer shall endeavor to staff based upon its current practice which speaks to more full time RC 2's than part time RC 2's..

Dated this ..... day of ..... 2001 at Kingston, Ontario.

FOR THE UNION

FOR THE EMPLOYER

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**APPENDIX A**

**OPSEU SALARY SCALES**

SALARIES EFFECTIVE APRIL 1, 1998

**PSYCHOLOGY DEPT.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Psychometrist 1		A	33,508	35,231	36,984	38,869	40,848		
		W	644.38	677.51	711.23	747.48	785.54		
		H	17.78	18.68	19.62	20.62	21.67		
Psychometrist II		A	40,245	42,337	44,524	47,031	49,594		
		W	773.94	814.17	856.23	904.44	953.74		
		H	21.35	22.46	23.62	24.95	26.31		
Psychologist		A	54,043	56,003	58,586	61,753	65,089		
		W	1,039.29	1,076.99	1,126.65	1,187.55	1,251.71		
		H	28.67	29.71	31.08	32.76	34.53		

**SOCIAL SERVICES DEPT.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Social Work Assistant		A	32,007	32,837	33,647	34,496	35,400		
		W	615.52	631.48	647.06	663.38	680.77		
		H	16.98	17.42	17.85	18.30	18.78		
Social Worker		A	33,101	34,232	35,401	36,607	37,832		
		W	636.55	658.30	680.77	703.98	727.54		
		H	17.56	18.16	18.78	19.42	20.07		
Social Worker - MSW		A	38,605	39,905	41,319	42,695	44,203	45,806	47,370
		W	742.40	767.41	794.60	821.06	850.06	880.88	910.96
		H	20.48	21.17	21.92	22.65	23.45	24.30	25.13

Prevention Counsellor	A	34,967	35,947	36,946	37,889
	W	672.44	691.29	710.50	728.63
	H	18.55	19.07	19.60	20.10

**OCCUPATIONAL THERAPY DEPARTMENT**

		<u>HRS/WEEK</u>	<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
		36.25							
Occupational Therapist	A		40,282	41,621	42,959	44,411			
	W		774.66	800.40	826.14	854.05			
	H		21.37	22.08	22.79	23.56			

**CRESCENT COMMUNITY SERVICES**

		<u>HRS/WEEK</u>	<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
		40							
Voc. & Life Skills Instructor	A		35,422	36,338	37,086				
	W		681.20	698.80	713.20				
	H		17.03	17.47	17.83				
Asst. Super. Voc. & Life Skills	A		36,109	37,045	37,939				
	W		694.40	712.40	729.60				
	H		17.36	17.81	18.24				

**COMMUNITY & VOC. DEPT.**

		<u>HRS/WEEK</u>	<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
		40							
Community Counsellor	A		37,398	38,314	39,208				
	W		719.20	736.80	754.00				
	H		17.98	18.42	18.85				

Vocational Counsellor	A	40,165	40,747	41,288
	W	772.40	783.60	794.00
	H	19.31	19.59	19.85

**CLINICAL RECORDS**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Clerical Typist		A	24,373	24,863	25,429	26,013	26,654		
		W	468.71	478.14	489.01	500.25	512.58		
		H	12.93	13.19	13.49	13.80	14.14		
Clinical Records Typist		A	24,373	24,863	25,429	26,013	26,654		
		W	468.71	478.14	489.01	500.25	512.58		
		H	12.93	13.19	13.49	13.80	14.14		
Switchboard Typist		A	28,464	28,954	29,557	30,103	30,726		
		W	547.38	556.80	568.40	578.91	590.88		
		H	15.10	15.36	15.68	15.97	16.30		
Clerk Typist		A	30,122	30,763	31,423	32,064	32,742		
		W	579.27	591.60	604.29	616.61	629.66		
		H	15.98	16.32	16.66	17.01	17.37		

**RESIDENTIAL SERVICES**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Community Support Worker		A	21,050	21,674	22,422				
		W	404.80	416.80	431.20				
		H	10.12	10.42	10.78				
Residential Counsellor Trainee		A	33,488	34,258	34,923				
		W	644.00	658.80	671.60				
		H	16.10	16.47	16.79				
Residential Counsellor		A	35,422	36,338	37,086				

W	681.20	698.80	713.20
H	17.03	17.47	17.83

**RESIDENTIAL SERVICES - Continued**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Asst. Supr. Res. Services		A	36,109	37,045	37,939				
		W	694.40	712.40	729.60				
		H	17.36	17.81	18.24				

**HAIRDRESSER**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
		W	582.90	590.88					
		H	16.08	16.30					

**COMMUNITY BEHAVIOUR MGMT. SERVS.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Behaviour Therapist		A	33,892	34,722	35,532				
		W	651.77	667.73	683.31				
		H	17.98	18.42	18.85				

**ADULT PROTECTIVE SERVICES**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Adult Prot. Servs. Worker		A	37,398	38,314	39,208				
		W	719.20	736.80	754.00				
		H	17.98	18.42	18.85				

SALARIES EFFECTIVE APRIL 1, 1999

**PSYCHOLOGY DEPT.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Psychometrist I		A	34,175	35,928	37,738	39,660	41,677		
		W	657.27	690.92	725.73	762.70	801.49		
		H	18.13	19.06	20.02	21.04	22.11		
Psychometrist II		A	41,055	43,185	45,429	47,973	50,593		
		W	789.52	830.49	873.63	922.56	972.95		
		H	21.78	22.91	24.10	25.45	26.84		
Psychologist		A	55,136	57,116	59,755	62,997	66,390		
		W	1,060.31	1,098.38	1,149.13	1,211.47	1,276.72		
		H	29.25	30.30	31.70	33.42	35.22		

**SOCIAL SERVICES DEPT.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Social Work Assistant		A	32,648	33,496	34,307	35,193	36,098		
		W	627.85	644.16	659.75	676.79	694.19		
		H	17.32	17.77	18.20	18.67	19.15		
Social Worker		A	33,779	34,910	36,098	37,342	38,586		
		W	649.60	671.35	694.19	718.11	742.04		
		H	17.92	18.52	19.15	19.81	20.47		
Social Worker - MSW		A	39,378	40,697	42,149	43,562	45,089	46,729	48,313
		W	757.26	782.64	810.55	837.74	867.10	898.64	929.09
		H	20.89	21.59	22.36	23.11	23.92	24.79	25.63
Prevention Counsellor		A	35,664	36,663	37,700	38,643			
		W	685.85	705.06	725.00	743.13			

H	18.92	19.45	20.00	20.50
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**OCCUPATIONAL THERAPY DEPARTMENT**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Occupational Therapist		A	41,093	42,450	43,807	45,297			
		W	790.25	816.35	842.45	871.09			
		H	21.80	22.52	23.24	24.03			

**CRESCENT COMMUNITY SERVICES**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Voc. & Life Skills Instructor		A	36,130	37,066	37,814				
		W	694.80	712.80	727.20				
		H	17.37	17.82	18.18				
Asst. Super. Voc. & Life Skills		A	36,837	37,773	38,709				
		W	708.40	726.40	744.40				
		H	17.71	18.16	18.61				

**COMMUNITY & VOC. DEPT.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Community Counsellor		A	38,147	39,083	39,978				
		W	733.60	751.60	768.80				
		H	18.34	18.79	19.22				
Vocational Counsellor		A	40,976	41,579	42,099				
		W	788.00	799.60	809.60				
		H	19.70	19.99	20.24				



**CLINICAL RECORDS**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Clerical Typist		A	24,863	25,353	25,938	26,522	27,182		
		W	478.14	487.56	498.80	510.04	522.73		
		H	13.19	13.45	13.76	14.07	14.42		
Clinical Records Typist		A	24,863	25,353	25,938	26,522	27,182		
		W	478.14	487.56	498.80	510.04	522.73		
		H	13.19	13.45	13.76	14.07	14.42		
Switchboard Typist		A	29,029	29,538	30,141	30,707	31,348		
		W	558.25	568.04	579.64	590.51	602.84		
		H	15.40	15.67	15.99	16.29	16.63		
Clerk Typist		A	30,726	31,385	32,045	32,705	33,402		
		W	590.88	603.56	616.25	628.94	642.35		
		H	16.30	16.65	17.00	17.35	17.72		

**RESIDENTIAL SERVICES**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Community Support Worker		A	21,466	22,110	22,859				
		W	412.80	425.20	439.60				
		H	10.32	10.63	10.99				
Residential Counsellor Trainee		A	34,154	34,944	35,610				
		W	656.80	672.00	684.80				
		H	16.42	16.80	17.12				
Residential Counsellor		A	36,130	37,066	37,814				
		W	694.80	712.80	727.20				

H      17.37      17.82      18.18

**RESIDENTIAL SERVICES - Continued**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Asst. Supr. Res. Services		A	36,837	37,773	38,709				
		W	708.40	726.40	744.40				
		H	17.71	18.16	18.61				

**HAIRDRESSER**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
		A	30,914	31,348					
		W	594.50	602.84					
		H	16.40	16.63					

**COMMUNITY BEHAVIOUR MGMT. SERVS.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Behaviour Therapist		A	34,571	35,419	36,230				
		W	664.83	681.14	696.73				
		H	18.34	18.79	19.22				

**ADULT PROTECTIVE SERVICES**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Adult Prot. Servs. Worker		A	38,147	39,083	39,978				
		W	733.60	751.60	768.80				
		H	18.34	18.79	19.22				

SALARY SCALES – APRIL 1, 2000

**PSYCHOLOGY DEPT.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Psychometrist I		A	34,854	36,644	38,492	40,452	42,507		
		W	670.41	704.70	740.23	777.92	817.44		
		H	18.49	19.44	20.42	21.46	22.55		
Psychometrist II		A	41,866	44,052	46,333	48,916	51,592		
		W	805.11	847.16	891.02	940.69	992.16		
		H	22.21	23.37	24.58	25.95	27.37		
Psychologist		A	56,211	58,265	60,942	64,260	67,709		
		W	1,080.97	1,120.49	1,171.96	1,235.76	1,302.10		
		H	29.82	30.91	32.33	34.09	35.92		

**SOCIAL SERVICES DEPT.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Social Work Assistant		A	33,289	34,175	35,004	35,890	36,814		
		W	640.17	657.21	673.16	690.20	707.96		
		H	17.66	18.13	18.57	19.04	19.53		
Social Worker		A	34,439	35,608	36,814	38,096	39,359		
		W	662.29	684.76	707.96	732.61	756.90		
		H	18.27	18.89	19.53	20.21	20.88		
Social Worker - MSW		A	40,169	41,508	42,978	44,429	45,994	47,653	49,274
		W	772.49	798.23	826.50	854.41	884.50	916.40	947.58
		H	21.31	22.02	22.80	23.57	24.40	25.28	26.14
Prevention Counsellor		A	36,381	37,398	38,454	39,415			
		W	699.63	719.20	739.50	757.99			

H 19.30 19.84 20.40 20.91

**OCCUPATIONAL THERAPY DEPARTMENT**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Occupational Therapist		A	41,922	43,298	44,712	46,201			
		W	806.20	832.66	859.85	888.49			
		H	22.24	22.97	23.72	24.51			

**CRESCENT COMMUNITY SERVICES**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Voc. & Life Skills Instructor		A	36,858	37,814	38,584				
		W	708.80	727.20	742.00				
		H	17.72	18.18	18.55				
Asst. Super. Voc. & Life Skills		A	37,565	38,542	39,478				
		W	722.40	741.20	759.20				
		H	18.06	18.53	18.98				

**COMMUNITY & VOC. DEPT.**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Community Counsellor		A	38,896	39,874	40,789				
		W	748.00	766.80	784.40				
		H	18.70	19.17	19.61				
Vocational Counsellor		A	41,787	42,411	42,952				
		W	803.60	815.60	826.00				
		H	20.09	20.39	20.65				



**CLINICAL RECORDS**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	36.25								
Clerical Typist		A	25,353	25,862	26,465	27,050	27,728		
		W	487.56	497.35	508.95	520.19	533.24		
		H	13.45	13.72	14.04	14.35	14.71		
Clinical Records Typist		A	25,353	25,862	26,465	27,050	27,728		
		W	487.56	497.35	508.95	520.19	533.24		
		H	13.45	13.72	14.04	14.35	14.71		
Switchboard Typist		A	29,613	30,122	30,744	31,310	31,970		
		W	569.49	579.27	591.24	602.11	614.80		
		H	15.71	15.98	16.31	16.61	16.96		
Clerk Typist		A	31,329	32,007	32,686	33,365	34,062		
		W	602.48	615.52	628.58	641.63	655.04		
		H	16.62	16.98	17.34	17.70	18.07		

**RESIDENTIAL SERVICES**

	<u>HRS/WEEK</u>		<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
	40								
Community Support Worker		A	21,902	22,547	23,317				
		W	421.20	433.60	448.40				
		H	10.53	10.84	11.21				
Residential Counsellor Trainee		A	34,840	35,651	36,317				
		W	670.00	685.60	698.40				
		H	16.75	17.14	17.46				

Residential Counsellor	A	36,858	37,814	38,584				
	W	708.80	727.20	742.00				
	H	17.72	18.18	18.55				

**RESIDENTIAL SERVICES - Continued**

		<u>HRS/WEEK</u>	<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
		40							
Asst. Supr. Res. Services	A		37,565	38,542	39,478				
	W		722.40	741.20	759.20				
	H		18.06	18.53	18.98				

**HAIRDRESSER**

		<u>HRS/WEEK</u>	<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
		36.25							
	W		606.46	614.80					
	H		16.73	16.96					

**COMMUNITY BEHAVIOUR MGMT. SERVS.**

		<u>HRS/WEEK</u>	<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
		36.25							
Behaviour Therapist	A		35,250	36,135	36,965				
	W		677.88	694.91	710.86				
	H		18.70	19.17	19.61				

**ADULT PROTECTIVE SERVICES**

		<u>HRS/WEEK</u>	<u>START</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>	<u>6TH YR</u>	<u>7TH YR</u>
		40							
Adult Prot. Servs. Worker	A		38,896	39,874	40,789				
	W		748.00	766.80	784.40				
	H		18.70	19.17	19.61				

