

Collective Agreement

between

**Ontario Public Service Employees Union
on Behalf of its Local 433**

and

Ongwanada Hospital

DURATION: April 1, 2009 to March 31, 2013



Sector 2
4-433-659-20130331-2

12805 (05)

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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ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for a bargaining unit consisting of all full and part time employees of Ongwanada at Kingston, Ontario employed within the following departments/services:

- A) Adult Education Program Services – Balsam
- B) Adult Protective Services
- C) All Community Residences in Residential and Client Services (except registered nurses)
- D) Clerical Staff within Community & Social Services
- E) Clinical Records Department
- F) Community Behavioural Services
- G) Community Services - Crescent
- H) Community Care Services
- I) Intake Services
- J) Occupational Therapist and Physiotherapy Services
- K) Psychological Services
- L) Social Work Department
- M) South-Eastern Regional Transitional Treatment Services
- N) Volunteer Services

save and except supervisors, employees above the rank of supervisor, students employed during the school vacation period, any persons covered by subsisting Collective Agreements, and those employees providing confidential services as determined by the Ontario Labour Relations Board.

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 Accounting Department 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 (2) part time employees, and two (2) full time employees to negotiate amendments or renewals to this agreement.
- b) The Employer agrees to recognize elected Union stewards to assist employees in the presentation of any grievance that properly arises under the provisions of this agreement. The Union agrees to provide the Employer with lists of these stewards and any changes to this list as necessary.

- c) The Employer shall recognize up to four (4) employees plus the president of OPSEU, Local 433 to act as Union representatives 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 or any Committee established to address issues of joint concern shall be paid at their regular rate of pay up to 72.50 or 80 hours per pay period or lieu time in excess of this (as per article 10.02 a) and b) for time spent attending the Employee Relations Committee meetings. Part time employees will be paid at least the minimum shift at straight time.
- d) Employees serving on the Union's Negotiating 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 mediation.

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.

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

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

5.05 The Employer shall allow time for a local union representative the opportunity to meet with new employees for a maximum of fifteen (15) minutes at orientation.

5.06 The Employer agrees to allow the Union to utilize internal mail, email and voice mail in order to notify members of union meetings. The Union agrees to be responsible in the use of these resources and abide by the employers policy on the appropriate use of these resources.

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
- i) 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.
 - ii) The parties agree to be forthwith in the provision of information as early as possible in the grievance process.
 - iii) A meeting may be convened at the Supervisor discretion should one be required. However, the immediate Supervisor shall give his decision verbally within seven (7) calendar 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 seven (7) calendar 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 fourteen (14) calendar 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 fourteen (14) calendar 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 fourteen (14) calendar 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 48(16) of the Ontario Labour Relations Act if it so desires. For information purposes only Sub-section 48(16) of the Ontario Labour Relations Act reads as follows:

"48.16 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, despite the expiration of the 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.

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

- a) 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 or by courier 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 or by courier 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.
- b) By mutual consent, the parties may enter into a mediation process to attempt to resolve the grievance.

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 Arbitration Expenses

- a) 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.
- b) The expense and fee of the chairperson shall be borne equally by the Employer and the Union.
- c) 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

- 8.01 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

- 9.01
- 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. Seniority shall be terminated after an employee works an accumulation of one year outside the bargaining unit unless the employee returns to the bargaining unit for a minimum of six months.

An employee working in a temporary acting management or non-union position for the Employer will continue to pay Union dues for the duration of this position.

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 12 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 12 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 who is not on an authorized paid/unpaid leave of absence, paid/unpaid sick leave of absence, or absent due to

compensable injury 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) A casual part time employee has not worked the required hours:
 - i) for casual employees only employed outside of Residential and Client Services, the minimum hours shall consist of one (1) shift in the previous twelve (12) month period (excluding training hours within the OPSEU bargaining unit).
 - ii) for casual Residential and Client Services employees the minimum hours shall consist of one hundred (100) hours (including training) in the previous twelve (12) month period within the OPSEU bargaining unit.

The minimum required hours will be stated in all 'offer of employment' letters to casual employees. Casual employees shall be granted a leave of absence without pay for up to three (3) months upon request. Requests for leave of absences greater than three (3) months may be granted. Casual employees returning from a leave of absence must work the required minimum hours before requesting another leave of absence. The period of leave of absence will not be considered as part of the previous twelve (12) month period referred to in 9.03c)i) and ii).

- 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 for five (5) consecutive scheduled shifts without notifying the Employer, unless such notification was not reasonably possible, shall be discharged.

9.05 Layoffs & Recalls from Layoffs

- a) 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.

b) 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 in writing and meet with the Union prior to a layoff notice being issued 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 and will take precedence over the terms of lay-off in this agreement.
- ii) In the event of a proposed layoff of a permanent or long term nature, the Employer will provide the employee and the Union with a minimum of sixty (60) calendar days notice of such layoff in writing.

c) Layoffs

- i) Layoffs will be made by status (full time, part time, casual) and by job classification. The employee with the greatest seniority in the affected job status/ 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 layoff of more than seven (7) calendar days. In the event that the Employer is proposing to reduce full time hours for less than seven (7) calendar days, the Employer will notify the Union to discuss the reasons, the individuals affected and alternatives to the proposed reduction in hours.
- iii) *For Part Time Employees*
For the purpose of this article, a lay off occurs when employee does not receive the minimum scheduled hours as provided in Article 10.11a), or where the Employer becomes aware that it will be unable to provide the minimum scheduled hours of work. In the event that the Employer becomes aware that it will be unable to provide the minimum scheduled hours, they will notify the Union to discuss the reasons, the individuals affected and alternatives to this reduction in hours.

- 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 fourteen (14) 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 with the least seniority. Such Employee so displaced shall be laid off subject to his/her rights under this article.
 - ** To displace a full time or part time employee in an identical or lower paying classification with the least seniority in that classification provided she/he has the present ability to perform the remaining work available in that classification and successfully completes training by the next training course if possible. Such Employee so displaced shall be laid off subject to his/her rights under this article.
- v) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level s/he would have achieved in that classification based on his/her seniority.
- vi) Where an Employee has been identified as surplus, reasonable time off up to a maximum of six(6) hours with no loss of pay and no loss of credits shall be granted to attend scheduled interviews for alternate positions provided that the time off does not unduly interfere with operating requirements.

vii) In the event of a lay-off of less than three (3) months the employee affected shall have the displacement options listed above except 9.05d) Lay-offs iv) (separation allowance).

d) 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.

e) Recalls

i) No new OPSEU employees shall be hired until all those laid off have been given the opportunity to return to work. If an employee refuses a recall opportunity it is understood that the employee will then forfeit all recall rights under this article.

ii) The requirements for posting vacancies shall not apply until the recall process has been completed.

iii) An employee recalled to work in a different classification from which s/he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to work to the position s/he held prior to the lay-off should it become vacant within 24 months of the lay-off or displacement.

iv) Where there are full or part time vacancies, employees shall be recalled in order of seniority provided that the employee holds the requisite qualifications and ability to do the job.

f) Recall Notification

i) The Employer shall notify the employee of recall opportunities by registered mail and/or courier. The notification shall state the job to which the employee is entitled to be recalled and the date and time at which the employee shall report to work. The Employee shall make his/her intentions known to the employer within seven (7) calendar days of receiving such notice.

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

9.06

Job Competitions and Postings

- a) Temporary appointments of less than 60 calendar days may be offered within the department by seniority within the classification. Eligibility is determined by the employee's current position at the time the employer is recruiting for the vacancy. Employees in temporary appointments of less than 60 calendar days are eligible to apply to other posted vacancies greater than sixty (60) days and will not complete their temporary appointment.

Clarity Note: Employees in temporary appointments of less than 60 days, if eligible for other temporary appointments of less than 60 days, must complete their current temporary appointment before commencing any other temporary appointment of less than 60 days.

- b) When job vacancies greater than 60 calendar days occur in the bargaining unit and the employer desires to fill such 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.

Postings will indicate the qualifications required and the format of the competition. Postings will also indicate the number of applicants to be considered up to a maximum of eight (8) based on seniority.

Every effort will be made to have postings available on the Ongwanada website and on the job vacancy voice mail box during the period of posting.

- c) The employer may consider attendance as a factor under the Job Competition Reference Check portion of the job competition under Article 9.06 e) if the applicant is in the attendance awareness program. Applicants may elect, at their discretion, to provide further information concerning their attendance.
- d) Temporary vacancies up to two years, excluding temporary appointments as offered in 9.06 a), will be posted normally only once for the duration of the temporary vacancy. All posted vacancies will indicate whether "replaced employee" or "project specific". The successful candidate shall be the most senior qualified applicant.

Employees in temporary positions will be eligible to apply for other

posted temporary vacancies. If successful they will be required to complete their temporary position unless it is a change in classification or status. If the change in classification or status results in the employee moving to a higher paid classification or a greater status, the employee shall not complete the temporary position and shall commence the new position. If the change in classification and status results in the employee moving to a lower paid classification or a lesser status, the employee will choose whether or not to complete their temporary position. If the successful candidate chooses to complete their temporary position, the employer will then utilize the original competition for the selection of the next most senior of the remaining applicants to temporarily backfill the position vacancy until such time as the first successful applicant is available.

Employees in temporary vacancies are also eligible to apply for permanent vacancies. If the classification and status remain the same or results in the employee moving to a higher paid classification or a greater status the employee shall commence the new position. If the change in classification and status results in the employee moving to a lower paid classification or a lesser status, the employee will choose whether or not to complete their temporary position. If the successful candidate chooses to complete their temporary position, the employer will utilize the original competition to temporarily backfill the position with the next most senior of the remaining applicants until such time as the successful applicant is available.

The following table provides a overview of requirements for employees in temporary positions applying for other positions:

Currently in	Moving to	Classification/ status	Requirement
temporary	temporary	same	Complete current position
temporary	temporary	greater	Move to new position
temporary	temporary	lesser	Choose whether or not to complete current position
temporary	permanent	same	Move to new position
temporary	permanent	greater	Move to new position
temporary	permanent	lesser	Choose whether or not to complete current position

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.

When temporary positions are canceled early, employees will be provided with a two (2) week notice period in accordance with the Employment Standards Act.

Any temporary vacancies of sixty (60) calendar days 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.

- e)
 - i) For all permanent vacancies in Residential and Client Services, the most senior qualified applicant shall be the successful candidate barring written documentation of unsatisfactory performance within the past twelve (12) months prior to the posting.
 - ii) For all other permanent vacancies outside of Residential and Client Services, the employer will determine the successful candidate by considering the qualifications, skill and present ability of the individual to perform the required work by the format indicated on the posting. Where these are, in the opinion of the employer relatively equal, the employee with the greatest seniority will be the successful candidate.
- f) The employer will make every effort to fill vacancies within 30 days of the closing of the posting.
- g) Following a job competition and upon request from an unsuccessful applicant, the employer will meet with the applicant to review, in detail, the results of their competition.
- h) 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, they will return to their former position.
- i) Where no employee meets the qualifying factors under this article, the employer shall be free to fill the job at the employer's discretion.

- j) An employee can make a request in writing to the Human Resources Department to change their employment status from regular full-time or regular part-time to casual status on a temporary or a permanent basis. The employer will respond in writing within seven (7) calendar days from the date of receipt of such request.

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 semi-annually (February 1 for the six month period ending December 31 and August 1 for the six month period ending June 30) 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.

- 9.10 The parties agree that any changes to qualifications or credentials made by the Employer, unless mandated by the government, shall only apply to

employees hired after such change on a go forward basis.

ARTICLE 10 - HOURS OF WORK

10.01 For Full Time Employees

a) Clinical Records, Social Services and Occupational Therapy, Psychology

The normal hours of work for all full time Clinical Records, Social Services, Occupational Therapy and Psychology 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 and Psychology

Any approved hours for Clinical Records, Social Services, Occupational Therapy and Psychology 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.

It is understood that different arrangements can be made by mutual agreement between the employee and his supervisor for special client outings.

b) All other full-time 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 forty (40) hours compensating time off may be accumulated.

It is understood that different arrangements can be made by mutual agreement between the employee and his supervisor for special client outings.

10.03 a) Employees will not work more than eighteen (18) hours in any twenty-four (24) hour period notwithstanding the Memorandum of Agreement - "Compressed work weeks (24 hour shifts) for Residential and Client Services". The start of the eighteen (18) hours begins with the first hour worked in any twenty-four (24) hour period.

b) 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.

c) **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) An employee shall receive a shift premium of eighty cents (\$.80) for all hours worked between 5:00pm and 7:00 am. Where more than fifty percent (50%) of the hours fall within this period the premium shall be paid for all hours worked.
- b) An employee shall receive a shift premium of eighty cents (\$.80) 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 agreement 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 showing a minimum twenty-eight (28) day schedule 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.

A week-end is defined as 2100 hrs on Friday to 0700 hrs on Monday.

- 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 a) *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:
- i) More than the normal hours of full-time employees in the same classification as set out for full time employees in Articles 10.01 a) and b) or
 - ii) More than the normal bi-weekly hours of full-time employees as set out for full time employees in Articles 10.01 a) and b) or
 - iii) More than the normal daily or bi-weekly hours of full-time employees who work under a compressed work week agreement.
- b) *In lieu of overtime, an employee with the consent of the employer, may take compensating time off from his regular hours of work equal to straight time where straight time wages would apply, and time and one half where overtime wages would apply as per article 10.08 a) above at a time mutually convenient to the employee and his immediate supervisor. A maximum of 40 hours compensating time off may be accumulated.*
- It is understood that different arrangements can be made by mutual agreement between the employee and his supervisor for special client outings.*
- 10.09 a) *Employees will not work more than eighteen (18) hours in any twenty-four (24) hour period notwithstanding the Memorandum of Agreement - "Compressed work weeks (24 hour shifts) for Residential and Client services". The start of the eighteen (18) hours begins with the first hour worked in any twenty-four (24) hour period.*

- b) *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 twenty-four (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 two (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.*
- d) *If a regular part-time or casual employee works eighty (80) or more hours for three (3) consecutive pay periods, the parties agree to meet to determine if there are sufficient prescheduled base hours, prior to the posting of schedules, on a regular basis to create a full-time position.*

10.12 Work Scheduling

- a) *A minimum 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 (2) 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.*
- e) *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 semi-annually (February 1 for the six month period ending December 31 and August 1 for the six month period ending June 30), at which time the call in procedure will begin again at step i).*
- f) *More than one call-in shift may be offered to casual employee's if the number of available shifts for that pay period are greater than the number of employees, provided that all regular part time employees in the work area have first been offered the available shifts. (As well as being offered longer shifts when applicable as per article 10.12c). Each casual employee would be given the opportunity to choose, at one time, the number of shifts to which s/he would be entitled to, i.e.*

divide the number of shifts available by the number of casuals. The number/length of shifts are to be distributed as equally as possible.

- g) 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.*
- h) This reporting allowance shall not apply whenever an employee has received at least twelve (12) hours' notice prior to the scheduled start of his/her shift not to report to work.*
- i) 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.*
- j) Except as provided for in clause 10.12 l), 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.*
- k) 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 (1-1/2) his regular rate for those hours which fall within the ten (10) hour period.

- l) Split Shifts
The parties agree that part-time 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.*
- m) Shift Extensions
When deemed necessary by the employer to extend an existing shift of a regular or casual employee, it will be first offered to the employee currently on duty in the respective community residence and subsequently offered to other employees in accordance with the*

normal call-in procedure, including other employees on duty in other community residences.

An extended shift will be defined as additional hours added to an existing shift, providing that there is no gap in time, and totals no more than twelve (12) hours. The Employer will be responsible for travel time to an alternate work site.

- n) Part-time employees shall be scheduled to have one weekend off in every successive four (4) week period. A week-end is defined as 2100 hours on Friday to 0700 hours on Monday.*
- o) 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.*
- p) There shall be no pyramiding or duplication of these benefits.*

10.13 Shift Premium

- a) An employee shall receive a shift premium of eighty cents (\$.80) for all hours worked between 5:00pm and 7:00 am. Where more than fifty percent (50%) of the hours fall within this period the premium shall be paid for all hours worked.*
- b) An employee shall receive a shift premium of eighty cents (\$.80) 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 Union Leave of Absence

- a) 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, seminars, educational opportunities or any other identified Union function, provided;
 - i) That no more than ten (10) employees are involved in each request and,
 - ii) that such leave does not unreasonably interfere with the efficient operation of the Employer.
 - iii) The Union provides as much notice as reasonably possible for such request
- b) At the Union's request, the Employer agrees to pay up to three (3) (or more under special circumstances) employees on such Union leave his/her regular wages for regularly scheduled shifts and bill OPSEU head office for reimbursement of these wages.
- c) The Employer agrees to endeavour to adjust schedules, with no loss of hours, to allow employees to attend such functions.
- d) Such leave will not be unreasonably denied.
- e) 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.

11.02 Leave of Absence

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 Personal or Compassionate Leave (full-time)

Personal or compassionate leave with pay for up to twenty-four (24) hours in a fiscal year shall be granted to full-time employees in cases of

family illness or other emergencies. Personal and Compassionate leave will be taken on the basis of a three (3) hour minimum leave when requested in advance and replacement is made. For emergencies occurring during an employee's shift they may be excused as soon as possible for the time required. Unused Personal or Compassionate leave shall be carried over to the next fiscal year to a maximum of eight (8) hours.

11.04 Personal or Compassionate Leave (part-time)

Personal or compassionate leave with pay at 50% of the regular rate of pay plus percentage in lieu of benefits for up to twenty-four (24) hours of scheduled shifts per calendar year shall be granted to part-time employees in cases of family illness or other emergencies. Personal and Compassionate leave will be taken on the basis of a three (3) hour minimum leave when requested in advance and replacement is made. For emergencies occurring during an employee's shift they may be excused as soon as possible for the time required. These personal and compassionate leave hours will count towards a regular part-time or casual employee's total hours. Unused Personal or Compassionate leave shall be carried over to the next fiscal year to a maximum of eight (8) hours.

11.05 **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 reinstate 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.**

- 11.06 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 either:

 - i) for up to a maximum of 15 weeks, commencing with the employee's eligibility for employment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the average weekly rate of pay, which she was receiving over the twenty-six weeks worked prior to the commencement of the maternity leave, or**
 - ii) At the employee's option, the above calculated sum of money can be pro-rated over twenty-four (24) weeks as opposed to fifteen (15) weeks, however, the total monetary maternity leave supplement will be the same amount for the twenty-four weeks as the fifteen (15) weeks.**
 - iii) In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two weeks of the leave while waiting to receive Employment Insurance benefits.****
 - c) i) During the period of Maternity Leave and/or Parental Leave, seniority shall accrue.**
 - ii) In respect of a period of parental leave, the employer shall pay employees with at least 12 months continuous service for up to a maximum of 10 weeks, commencing with the**

employee's eligibility for employment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the average weekly rate of pay, which she was receiving over the twenty-six weeks worked prior to the commencement of the leave.

- d) During the 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.

12.04 The Employer's Maternity Leave Payments will be subsequently adjusted to include all retroactive payments to the OPSEU bargaining unit.

For Part Time Employees

- 12.05
- a) *Maternity & 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 of continuous service either:*
 - i) *for up to a maximum of 15 weeks, commencing with the employee's eligibility for employment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the employee's average weekly rate of pay which she was receiving over the twenty-six (26) weeks worked prior to the commencement of the maternity leave, or*
 - ii) *At the employee's option, the above calculated sum of money can be pro-rated over twenty-four (24) weeks as opposed to fifteen (15) weeks, however, the total monetary maternity leave supplement will be the same amount for the twenty-four (24) weeks as the fifteen (15) weeks.*
 - c) *In respect of a period of parental leave, the employer shall pay employees with at least 12 months continuous service for up to a maximum of 10 weeks, commencing with the employee's eligibility for employment insurance benefit payments, an amount equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the average weekly rate of pay, which she was receiving over the twenty-six weeks worked prior to the commencement of the leave.*
 - d) *In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two weeks of the leave while waiting to receive Employment Insurance benefits.*
 - e) *During the period of Maternity Leave/Parental Leave, seniority shall accrue. For purposes of seniority, select the best five (5) bi-weekly of the last ten (10) bi-weekly pay periods prior to the commencement of the Maternity,/Parental Leave. To calculate the average add these hours and then divide by five (5). This calculation shall equal two (2) weeks of seniority.*

If the employee works while on Maternity/Parental Leave their seniority shall accrue as the greater of actual hours worked or seniority hours under 12.05 (d).

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, grand- children and legal guardian.
- 13.02 Employees will not be paid for regularly scheduled days off under this article.
- 13.03 Additional leave of absence may be granted without pay.
- 13.04 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. The Employee will notify the Employer of upcoming jury/witness service dates as soon as official notification is received. At this time the Employer will reschedule the employee for 0800-1600 Monday to Friday for one (1) week periods until the employee completes the jury/witness duty. Such compensation will be based 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 *A part time employee who is selected for service as a juror or who is subpoenaed as a witness to appear in court and submits to his/her supervisor appropriate documentation to this effect will be compensated for loss of pay from his scheduled shifts due to such jury or witness service. The Employee will notify the employer as soon as official notification is received. If jury duty extends beyond five (5) days, such compensation will be based on the average daily hours in the best ten (10) of the twenty (20) week period immediately preceding the commencement of the service. Such compensation will be based at his regular hourly rate. Any daily jury fee received for his services as a juror or witness will be submitted to the Employer as soon as received. 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 scheduled work day.*

14.03 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.

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

ARTICLE 15 - HOLIDAYS

For Full time Employees

15.01 Full time employees 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 credited two (2) floating statutory holidays per year. One (1) on April 1st and one (1) on October 1st. Employees may take statutory holidays at a mutually agreed time or may accumulate up to a maximum of forty (40) hours in lieu of statutory holiday time. Under special circumstances, the Employer will consider a written request to accumulate more than forty (40) hours.

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 eight (8) hours in lieu time at a mutually agreeable time or eight (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 eight (8) hours in lieu time at a mutually agreeable time or eight (8) hours of pay at their regular hourly rate of pay.
 - d) Upon written request any employee in client and Residential Services will receive a payout for any or all banked statutory holiday hours. All other employees are not eligible for payout in lieu of banked statutory holiday 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.

- g) **Christmas premium pay of an additional one time (1X) the regular rate of pay will be paid to any employee working between 5 p.m. December 24 and 12 a.m. (midnight) on December 25. This premium pay will be in addition to any other entitlement (i.e. stat pay, shift premium, overtime). This will not be considered pyramiding or duplication of benefits.**

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.*

15.11 *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.

ARTICLE 16 - VACATIONS & VACATION CREDITS (Effective April 1, 2004)

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 or three (3) weeks per year during the first three (3) years of continuous service.
 - b) One and two-thirds (1-2/3) days per month or four (4) weeks per year after three (3) years of continuous service.
 - c) Two and one-twelfth (2-1/12) days per month or five (5) weeks per year after twelve (12) years of continuous service.
 - d) Two and one-half (2-1/2) days per month or six (6) weeks per year after twenty (20) years of continuous service.
 - e) Two and eleven twelfths (2-11/12) days per month or seven (7) weeks per year after thirty (30) years of 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 a half (1 ½) 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. An employee who accumulates beyond these limits will meet with their supervisor to schedule vacation.

16.04 The employer will post a vacation planner in all work locations by January 5th of each year for employees to indicate in writing their vacation requests for the period May 1st until October 31st of that year. The Employer will post a second vacation planner in all work locations by May 5th of each year for employees to indicate in writing their vacation requests for the period November 1st of the current year until April 30th of the following year.

Employees must indicate their vacation request in writing on the vacation planner by February 5th and June 5th respectively.

The Employer will post the approved vacation schedule by March 1st and July 1st respectively in all work locations. The approved vacation schedule shall not be changed unless agreed to between the employee and the employer.

Employees requesting vacation on the vacation planner by February 5th for May 1st to October 31st, and by June 5th for November 1st to April 30th, will have their vacations granted on the basis of seniority at the closure of the last pay period prior to February 5th and June 5th respectively..

Employees submitting requests after February 5th for May 1st to October 31st, and after June 5th for November 1st to April 30th, will have their requests considered on a first come, first served basis. Seniority will not be a factor in granting these requests.

Written vacation requests received after the approved vacation

schedule is posted (March 1st/July1st), will be responded to in writing by the employer within seven (7) calendar days from the date of receipt of such request.

The employer will grant vacation requests by utilizing all available part-time employees at pre-scheduling for straight time wages, in accordance with Article 10, "Hours of Work" of the Collective Agreement. The Employer will continue to grant vacation after the schedule has been posted, unless the request is withdrawn in writing by the employee, by utilizing the call in process with any remaining available part-time and casual employees, after considering and allowing for operational requirements.

Priority will be given to granting vacation requests to those denied on the vacation planners in order of seniority. Any denied requests submitted after the vacation planners will be considered on a first come, first served basis.

The employer will notify the employee if and when the vacation request is granted.

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. An employee must give a minimum of ten (10) days notice to cancel approved vacation if their shift(s) has been replaced.

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 :*
- 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 twelve (12) years of continuous service shall receive 10% vacation pay.*
- d) *Employees who have completed twenty (20) years of continuous service shall receive 12% vacation pay.*
- f) *Employees who have completed thirty (30) years of continuous service shall receive 14% 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 vacation without pay per fiscal year at the following rate:

- a) One and a quarter (1-1/4) days per month or three (3) weeks per year during the first three (3) years of continuous service.
- b) One and two thirds (1-2/3) days per month or four (4) weeks per year after three (3) years of continuous service.
- c) Two and one twelfth (2-1/12) days per month or five (5) weeks per year after twelve (12) years of continuous service.
- d) Two and one half (2-1/2) days per month or six (6) weeks per year after twenty (20) years of continuous service.
- e) Two and eleven twelfths (2-11/12) days per month or seven (7) weeks per year after thirty (30) years of continuous service.
- f) *Where an employee has completed twenty-five (25) years of continuous service, an employee will receive a \$500.00 bonus, on that occasion only.*

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 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 *The employer will post a vacation planner in all work locations by January 5th of each year for employees to indicate in writing their vacation requests for the period May 1st until October 31st of that year. The Employer will post a second vacation planner in all work locations by May 5th of each year for employees to indicate in writing their vacation requests for the period November 1st of the current year until April 30th of the following year..*

Employees must indicate their vacation request in writing on the vacation planner by February 5th and June 5th respectively.

The Employer will post the approved vacation schedule by March 1st and July 1st respectively in all work locations. The approved vacation schedule shall not be changed unless agreed to between the employee and the employer.

Employees requesting vacation on the vacation planner by February 5th for May 1st to October 31st, and by June 5th for November 1st to April 30th, will have their vacations granted on the basis of seniority at the closure of the last pay period prior to February 5th and June 5th respectively..

Employees submitting requests after February 5th for May 1st to October 31st, and after June 5th for November 1st to April 30th, will have their requests considered on a first come, first served basis. Seniority will not be a factor in granting these requests.

Written vacation requests received after the approved vacation schedule is posted (March 1st /July1st), will be responded to in writing by the employer within seven (7) calendar days from the date of receipt of such request. ,

The employer will grant vacation requests by utilizing all available part-time employees at pre-scheduling for straight time wages, in accordance with Article 10, "Hours of Work" of the Collective Agreement. The Employer will continue to grant vacation after the schedule has been posted, unless the request is withdrawn in writing by the employee, by utilizing the call in process with any remaining available part-time and casual employees, after considering and allowing for operational requirements.

Priority will be given to granting vacation requests to those denied on the vacation planners in order of seniority. Any denied requests submitted after the vacation planners will be considered on a first come, first served basis.

The employer will notify the employee if and when the vacation request is granted.

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. An employee must give a minimum of ten (10) days notice to cancel approved vacation if their shift(s) has been replaced.

ARTICLE 17 - GROUP INSURANCE BENEFIT PLAN

The parties agreed to participate in the Joint Trusteed Benefit Plan at the expiration of the existing plan - June 1, 2006.

For Full Time employees

17.01

- a) **Group Life Insurance**
 The Employer will pay one hundred (100%) percent of the premium costs for a three times (3x) 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.
- b) **Extended Health Care**
 The Employer will pay seventy-five percent (75%) of the premium costs for an Extended Health Care Plan for all employees working on a full-time basis after the completion of three months of continuous employment. There is no deductible and an 80/20 co-insurance on drugs only. All other eligible health expenses will remain at one hundred percent (100%); no co-insurance.

Hearing Aids to \$500 maximum each 36 month period.
 Naturopath to maximum of \$500.00 annually.

Chiropractic coverage will be at \$1,000.

Effective January 1, 2012 coverage will include custom made and modified shoes to a maximum of \$200 every calendar year based on a co-payment of 80/20. Custom made or modified stock-item orthopaedic shoes which are required due to a medical abnormality which, based on medical evidence, cannot be accommodated in a stock-item orthopaedic shoe, up to a maximum of 1 (one) pair every calendar year subject to a maximum of \$200.00 with an 80/20 co-payment. Shoes must be prescribed by a physician and constructed by one of the following certified orthopaedic footwear specialists:

Orthotist CO(c) or CPO(c)
 Pedorthist Cped(c) or CPed(MC)
 Podiatrist (DPM)
 Chiropodist (D CH or D Ped M)

Claims must include all of the following:

- a diagnosis of the condition;
- a list of symptoms and the chief complaint
- a description of the physical findings from the

- clinical examination;
- a brief narrative description of the gait abnormality associated with the diagnosis;
- confirmation that the product has been custom made/modified.

Foot orthoses to change from \$500.00/calendar year to \$500.00 every 2 calendar years reimbursed at 100%.

- c) Vision Care
Effective April 1, 2011 Vision Care Coverage will be a maximum of three hundred dollars (\$300.00) every twenty-four (24) months.
- d) The employer will pay 100% of the premium to provide coverage for semi-private hospital accommodation.
- e) Terms and Conditions
The complete terms and conditions of these protections are set forth in the Policies, Certificates and/or Plan of each of the insuring companies.

If the employer ceases to provide pharmacy services, co-insurance 80/20 on drugs only ceases and the parties will revert to the previous plan and deductibles (\$10 per individual and \$20 per family per calendar year)

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.

- 17.04**
- a) If a full-time employee requests and is approved to work fewer than their normal full-time hours per week, but not less than twenty-five (25) hours per week, his/her benefit premium costs will be pro-rated accordingly using the number of reduced hours over the number of full-time hours for calculation purposes.
 - b) If a full-time employee, who a) by reason of medical accommodation, or b) agrees to a request by the employer to work fewer than their normal full-time hours per week, but not less than twenty-five (25), his/her benefit premium costs will not be pro-rated and will continue to be based upon the employee's respective full-time hours.
 - c) The benefits affected are: extended health, dental, life insurance and long-term disability. Pro-rating occurs automatically for HOOPP benefits and the accumulation of vacation leave as both are always based upon the employee's hours worked.

For Part Time Employees

17.05 *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, [including statutory holidays] 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 seventeen (17%) of his/her regular straight time hourly rate for all straight time hours paid.*

17.06 *An employee who is in a temporary full-time position and has completed the required hours as either a full-time or a part-time employee, will be eligible for all full-time employee benefits during the temporary placement.*

In the event that the employee in the temporary full-time position is absent due to illness and this absence extends past the period of the temporary position, that employee will be entitled to apply for Employment Insurance Sick Benefits for 15 weeks. The remaining entitlement for the short term sick leave plan may be used after 15 weeks of E.I. Sick leave in order to comply with the waiting period indicated for the Long Term Income Disability Program. All other benefits will only be extended if the position is extended.

ARTICLE 18 - DENTAL PLAN

For Full Time Employees

- 18.01** The Employer shall pay seventy-five percent (75%) 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 seventy-five percent (75%) 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 seventy-five percent (75%) 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.

For Part Time Employees

19.02 *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".*

Effective April 1, 2007

If a part-time employee elects to participate in the pension plan after fulfilling all eligibility requirements in the pension plan, the Employer shall pay 1% towards the Employer's premium. The remainder will be paid by reducing the employee's percentage in lieu of benefits by the amount determined from time to time by the "Hospital's of Ontario Pension Plan".

Effective April 1, 2008 the employer will pay 2% towards the Employer's premium.

ARTICLE 20 - WAGES

20.01 The Employer shall pay 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 an employee works in more than one classification, the three per cent (3%) increase shall be based on the rate of pay. of their permanent full time or permanent part time position. If an employee holds only casual positions, the increase shall be based on the casual position with the highest hourly wage. 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 the 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:

Effective date of ratification by the Union – increase to forty-seven cents (\$0.47) per kilometre. 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 Co-ordinator, 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; 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; Behaviour Therapist, Adult Education Counsellor and Adult Education Support Worker.

22.05 The Employer agrees to notify the Union in writing, and subsequently post at all affected sites, any changes in supervisory staff prior to these changes taking place.

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 - TRANSFERS

Note: "A transfer is defined as changing a work location within the same status and classification".

25.01

Employer Initiated:

- a) All employer initiated transfers will be based on individual employee needs subject but not limited to disciplinary action and operational requirements. Reasons for the transfer will be provided verbally to the employee prior to a transfer as well as alternatives.
- b)
 - i) Transfers for a medical accommodation will take preference over all other transfers as recommended jointly by the Modified Work Committee.
 - ii) Due to 25.01a) above, when an employee is required to be displaced, the employer will meet with the employees affected in the home or work area and give the employees the opportunity to transfer in order of seniority to another home or work area. If no one wishes to transfer, the employee with the least seniority will be transferred unless another alternative is identified.
- c) The employer will advise the employee in writing at least fourteen (14) days in advance of a transfer or longer if the employer becomes aware of it sooner. Vacancies will be utilized wherever possible.
- d) The employer will return employees from a maternity and parental leave to their work location prior to their leave, wherever possible. If the employer is unable to do so, the employee will be given the reasons for the transfer and alternatives.

Employer/Employee Initiated:

- e) The employee may be scheduled for a minimum of eight (8) hours orientation for all transfers, if requested.
- f) Transfer requests will only be accepted from employees once they have successfully completed their probationary period.

Employee Initiated:

- g) An employee may request a transfer by submitting a written request to the Assistant Co-ordinator, Human Resources. Transfer requests

may be submitted at any time during the fiscal year, ending March 31st, after which time it will become null and void. The Employer shall reply in writing within fourteen (14) calendar days from the date of such request. Transfers will be granted by seniority. If a transfer request has not been granted by the end of the fiscal year, the employee may submit a new request, if still desired.

- h) A transfer will be granted prior to a job posting. If a transfer cannot be granted to an employee, the employer will provide reasons for the denial verbally to the employee prior to proceeding with the competition.
- i) Transfers shall only be granted to employees within the same classification and status as their permanently held position.
- j) Transfers shall only be granted to permanent vacancies and temporary vacancies greater than sixty (60) calendar days.
- k) Transfers will not be denied due to the lack of in-service training for a specific home or work area but the employee being transferred must be willing to be trained in all skills necessary for the work area and successfully complete the training by the next training course, if possible.

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

- 27.01 a) Retirement shall be in accordance with the existing Pension Plan for all employees.
- b) 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 until the employee reaches age 65.
- c) The Employer will pay 75% of the premium for a basic dental plan (as described in Article 18.01) for employees who are retiring until

the employee reaches age 65.

- d) The employer will offer casual employment within their department and/or residential and client services to an employee who has notified the employer in writing of their intent to retire. It is understood that the employees who accept this offer will commence their casual employment at their step on the wage grid on the date of their retirement, however, all seniority and service accrued will be terminated.
- e) The employer reserves the right to determine the number of casuals to reflect staffing requirements.
- f) The employer will track retirees who are denied a casual position on their retirement date and such employees will be offered a casual position as soon as a casual position is available prior to posting or offering a casual position to a new retiree.
- g) Retirees must submit their request every three (3) months, otherwise the retiree will no longer be considered for a future casual position.

27.02 Life insurance for retiree after the age of sixty five (65) will increase from \$6,000 to \$10,000.

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 100% of the billed premium towards coverage of eligible employees of an insured Long Term Disability Plan.

- 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 |

Long Term Disability Plan benefits payable will be reduced by Disability benefits payable under CPP or QPP and in accordance with the insurer's contract in effect on the date of total disability. The minimum Long Term Disability Plan benefit payable 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.**
- e) **For employees receiving Long Term Disability the Employer will pay 75% of the premium to continue all benefits.**

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.
- 29.02 Ongwanada and the Union recognize their joint responsibility to provide a Joint Occupational Health and Safety Committee. Therefore, Ongwanada and the Union agree that a Joint Health & Safety Committee will be maintained with equal representation from workers and management. The Union will elect or appoint workers to represent them at this committee. There will be at least two (2) elected or appointed workers, depending on the size of the committee. These Union elected or appointed workers shall represent the various work sites of the Employer.
- 29.03 The employer will endeavour to provide all employees with appropriate orientation to each work site.
- 29.04 The parties agree that WSIB shall be the sole provider for injured worker coverage, unless mutually agreed in writing between the parties.
- 29.05 Ongwanada will top up Workplace Safety and Insurance 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.

- 29.06 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 Workplace Safety and Insurance Benefits 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 Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance 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.
- 29.07 Physical demands analysis for each work area will be provided to the Union. Should the physical demands analysis in a work area change, an updated, revised copy of the physical demands analysis shall be provided to the union.
- 29.08 Union representatives shall be included in all modified work meetings involving OPSEU members and/or if any accommodation has a potential to affect an OPSEU member.

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.

31.03 The Employer agrees to post all current bargaining unit position descriptions on the 'staff only' section of the Ongwanada website. The Employer will provide any employee, upon request, a copy of any bargaining unit position description.

The Employer shall provide the Union with a copy of all bargaining unit position descriptions. When a change is made to any position description in the bargaining unit the revised copy shall be provided to the Union.

ARTICLE 32 - INVESTIGATIONS

- 32.01 Any employee alleged to have violated the employer's standard of conduct shall be informed as soon as possible of the allegation and informed that they are entitled to have union representation whenever they are being interviewed as part of an investigation. 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.
- 32.02 Prior to an employee who is alleged to have violated the employer's standard of conduct being requested to meet with the employer as part of an investigation, the union shall be notified of such meeting.
- 32.03 All letters of disciplinary action to any member of the bargaining unit shall be copied to the Union.

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 and that takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate.
- 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 Upon receiving a complaint, the Co-ordinator, Human Resources shall arrange to meet with the complainant within seven (7) calendar days.
- 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 7 calendar days of the meeting (Article 33.03) the Co-ordinator, Human Resources shall render a decision in writing. The time limit may be extended by mutual agreement.

ARTICLE 34 - VIOLENCE IN THE WORKPLACE

- 34.01 The Employer shall develop and maintain written policies and procedures in consultation with and as recommended by the Joint Occupational Health and Safety Committee designed to prevent and respond to violence at work.
- 34.02 If an Employee feels threatened in their workplace, they will immediately contact their supervisor or designate.
- 34.03 The Employer agrees to notify Employees of potentially violent or aggressive clients.

ARTICLE 35 – TRAINING AND EDUCATION

- 35.01 The Employer agrees to pay costs for all mandatory education and training. Minimum shifts apply as per the collective agreement.

35.02 For non-mandatory education and training, it is agreed that individual arrangements with regard to cost, time and expenses can be made between the Employer and the Employee.

ARTICLE 36 - DURATION

36.01 This Agreement shall be in effect from the first day of April 2009 and shall remain in effect until March 31, 2013 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.

36.02 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 or some other time as agreed by the parties.

Dated at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUMS OF AGREEMENT

1. Block Agreement
2. 10 Hours between Shifts
3. Compressed Work Weeks (12 hour shifts)
4. Compressed Work Weeks (24 Hours Shifts)
5. Staffing Requirements for Residential Services
6. Employee Relations Committee – Joint Working Group Scheduling of Hours
7. Scheduling of Hours
8. Recognition
9. Adjustment of Seniority Lists
10. Pay Equity Dispute
11. Self Funded Leave
12. Health & Safety Issues Related to Transporting of Clients
13. Workplace Safety and Insurance Benefits
14. Balsam Adult Education Services
15. Replacement Staffing at Crescent Community Services
16. Job Duties for Residential Counsellors (RCII's) and Support Worker's (CSW's)
17. Excess Hours of Work and Overtime Averaging Agreement for Employee's Who Work 12 Hour Shifts in the Residential and Client Services Department
18. New Qualifications
19. Layoff
20. Merger Amalgamation and/or Restructuring
21. Part Time Position Conversion
22. Smoking Cessation Product
23. Reclassification of Adult Education Counsellor Position
24. Article 10.03a
25. Adult Education Counsellors (AEC's)
26. VLSI Replacement Staffing
27. Phlebotomist

MEMORANDUM OF AGREEMENT#1

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

RE: BLOCK AGREEMENT

The parties agree to the following, which will be used in defining the phrase "work area", as well as scheduling procedures, for Residential and Client Services, Ongwanada:

1. To divide the community residences Blocks.
2. Each block will consist of a minimum of 3 community residences.
3. All staff will be assigned to a community residence. For those employees holding dual positions of both Community Support Worker (CSW) and Residential Counsellor II (RC), each of these positions will be assigned to a different block. Employees holding these dual positions prior to March 31, 2003 will be grandfathered in, and given a choice as to whether their positions are assigned to the same or different blocks.
4. PRE-SCHEDULING – Regular Part-Time (RPT)

RPT RC's and RPT CSW's will be pre-scheduled within their block only. If a regular part time or casual employee works 80 hours or more for three consecutive pay periods the parties agree to meet to determine if there is a sufficient base (prescheduled) hours prior to posting of the schedules on a regular basis to create a full time position.

5. The employer will endeavour to distribute, as equally as possible, the number and length of pre-scheduled shifts to RPT staff, according to classification, per schedule, within the block. It is understood that employees' personal requests to be *accommodated in specific work sites and/or their availability to work at time and dates suitable to themselves will prevent their eligibility for 'equalization of hours'.

* This does not include accommodation for medical purposes.

6. CALL-IN - RPT

Call-in hours will be first offered, by classification, to RPT within the block, then to RPT within the rest of the department, both based upon lowest in hours, provided such hours do not warrant premium payment. When time and circumstances allow, reasonable response time will be given for RPT to respond before moving to the

calling of Casuals.

7. When deemed necessary by the employer to extend an existing shift of a RPT or Casual employee, it will be first offered to the employee currently on duty in the respective community residence and subsequently offered to other employees in accordance with the normal "call-in" procedure, including other employees on duty in other homes.

An extended shift will be defined as additional hours added to an existing shift, providing that there is no gap in time, and totals no more than 12 hours. (The employer will be responsible for travel time to an alternate work site.)

- 8.1 Unpaid sick and vacation time and/or emergency leave will not be counted towards a RPT employees standing for "lowest in hours".
- 8.2 Hours taken as compassionate leave (see article 11.04) will count towards "lowest in hours" for regular part-time employees.
- 8.3 Regular and casual part-time employees who cancel approved scheduled vacation days will be eligible for shifts through the regular call-in procedure.

9. CALL-IN - CASUAL

When no RPT are available in the department, call-in hours will be first offered, by classification, to Casual's within the block, then to Casuals within the rest of the department, both based on the call-in procedure, Article 10.12 e) and f). This may occur before or after schedules are posted.

10. UNFILLED CSW SHIFTS

After being offered to all Casual CSW's within the department, any unfilled CSW hours remaining will be offered in the order that follows:

- 10.1 The F/T CSW's not currently on duty, but who normally work in the community residence where the shift is available, provided such hours do not warrant premium payment.
- 10.2 F/T CSW's not currently on duty, but who normally work in the other community residence within the block, provided such hours do not warrant premium payment.
- 10.3 The F/T CSW's currently on duty in the community residence where the shift is available.
- 10.4 F/T CSW's currently on duty in the other community residence within the block.
- 10.5 F/T CSW's not currently on duty, but who normally work within the other

community residence within the department.

- 10.6 F/T CSW's currently on duty in the other community residence within the department.
- 10.7 RPT CSW's within the block, as over-time.
- 10.8 RPT CSW's within the department, as over-time.
- 10.9 Casual CSW's within the block, as over-time.
- 10.10 Casual CSW's within the department, as over-time.
- 10.11 RPT RC's, based on lowest in hours, first within the block, then within the department provided such hours do not warrant premium payment.
- 10.12 Casual RC's, based on the call-in procedure, first within the block, then within the department, provided such hours do not warrant premium payment.
- 10.13 F/T RC's, following the procedure as set out in # 11.

11. **UNFILLED RC SHIFTS - OVERTIME**

After being offered to all Casual RC's within the department, any unfilled RC hours remaining will be offered in the order that follows:

- 11.1 The F/T RC's not currently on duty, but who normally work in the community residence where the shift is available.
- 11.2 F/T RC's not currently on duty, but who normally work in the other community residence within the block.
- 11.3 The F/T RC's currently on duty in the community residence where the shift is available.
- 11.4 F/T RC's currently on duty in the other community residence within the block.
- 11.5 F/T RC's not currently on duty, but who normally work within the other community residence within the department.
- 11.6 F/T RC's currently on duty in the other community residence within the department.
- 11.7 P/T RC's, as overtime, according to lowest in hours, first within the block, then within the department.

11.8 Casual RC's, as overtime, according to lowest in hours, first within the block, then within the department.

12. OVERTIME - BOTH RCS and CSWS

Overtime will be distributed as equally as possible according to classification and status when more than one employee is eligible.

13. Employees will not work more than eighteen (18) hours in any twenty-four (24) hour period, as per Article's 10.03 a), and 10.09 a). (notwithstanding the Memorandum of Agreement - "Compressed work weeks (24 hour shifts) for Residential and Client Services").

14. For RPT or Casual RC's or CSW's to be eligible for an overtime shift, they cannot have already declined the shift for regular straight time wages. If they missed the original call, and wish to now accept the shift, the shift will be paid at their regular rate of pay.

15. GENERAL

15.1 A shift may be divided so as to allow an employee to accept part of the shift before moving on to the next step in the call-in procedure.

15.2 The offering of longer shifts to RPT RC's and RPT CSW's who are scheduled for a shorter shift on that day will be first offered within the block, then the district (Article 10.12 c). At the employer's discretion, this may be done with less than 24 hours notice.

15.3 The department will be the work area for vacation scheduling purposes (Article 16), for Residential and Client Services department only. Seniority for vacation purposes shall mean seniority by classification regardless of status.

15.4 Full time 24hr temporary appointments of less than sixty (60) calendar days, will be offered within the department according to seniority within the classification including Residential Counsellors in 12hr Full time positions.

16. DISPUTE RESOLUTION

16.1 When a complaint or dispute concerning the interpretation, application, administration, or alleged violation of this agreement arises, it is agreed that a Union representative of the scheduling committee will meet with the Coordinator, Human Resources, to try to resolve the issue.

16.2 If the issue has been resolved to the employee's satisfaction, the resolution will be set out in writing by the Coordinator, Human Resources, to the employee, with a copy to the Union Representative and the Scheduling Officer. Human Resources will maintain an ongoing record of all such

resolutions.

17. MONITORING and REVIEW

- 17.1 The employer will maintain an ongoing system to monitor equalization of hours, both pre-scheduled and call-in, offered to employees, according to classification and status, and will provide the Scheduling Sub Committee with applicable reports in order for the Scheduling Sub Committee to make recommendations to facilitate equalization of hours.
- 17.2 Either party may call for a joint review of this agreement to address any concerns and/or issues. The parties agree that the terms and conditions of the Block Agreement Memorandum of Understanding, may be modified, amended or otherwise changed with mutual written agreement. Joint education will be provided to address any changes.
- 17.3 This agreement will become effective June 29, 2009 and remain in force until such time as either party gives the other written notice that it wants to cancel 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 twelve (12) weeks (84 calendar days) from the date of such written notice.

Signed at _____, this _____ day of _____, 2012.

For the Employer

For the Union

MEMORANDUM OF AGREEMENT #2

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

RE: 10 HOURS BETWEEN SHIFTS

The parties agree to the following terms and conditions:

1. RPT (regular part-time) and Casual employees will be offered and may accept shifts, at straight time wages, within 10 hours of the completion of the employee's previous shift, and/or 10 hours prior to the start of the employee's next shift. As per the call-in procedure, RPT shifts will be offered to 'lowest in hours', and Casual shifts will be offered based on the seniority rotation.
2. Working more than 12 consecutive hours, or more than 18 hours in any 24 hour period, will result in overtime pay. (This does not apply to the 24 hour compressed work week agreement). There will be no intentional gapping between shifts to avoid overtime. Shifts will not be offered if it results in overtime pay.
3. Articles 10.12i) (every effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of a previous shift ...) and j) (for those employees working within a compressed work week agreement, every effort shall be made to avoid scheduling the commencement of a shift within ten (10) hours of the completion of a previous shift ...) will remain in effect for all pre-scheduled hours at posting unless an employee has been contacted and accepted the shift as per this agreement.
4. If an employee declines a shift with less than 10 hours between shifts, this will not limit their entitlement to be called for any other shifts.
5. Employees will be offered and may accept shifts on their scheduled one week-end off in four. Article 10.12 l) "Part-time employees shall be scheduled to have one weekend off in every successive four (4) week period" applies at posting unless the employee has been contacted and accepted the shift as per this agreement, (after all eligible RPT employees have been scheduled). This will not count towards minimum hours, or prescheduled equalization of hours within the block during the period of the schedule.
6. This agreement will remain in effect until either party gives thirty (30) days written notice to terminate.

Signed at _____ this _____ day of _____, 2012.

For the Employer

For the Union

MEMORANDUM OF AGREEMENT #3

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its 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 Collective Agreement 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 at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #4

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

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

This compressed work week agreement is made in accordance with the Collective Agreement 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.

For full-time employees sleep time will also be subject to an additional 1X the regular rate of pay (in addition to any other entitlement) between 1700 hours on December 24 and 2400 hours on December 25

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

- i) When establishing a 24 hour home with no existing staff, Article 9.06 of the collective agreement will apply.
- ii) When converting an existing home to a 24 hour home, the number of full time RC2 positions in that home will be offered to the existing full time RC2's assigned to that home, based on seniority.

The number of regular part time positions in the existing home, if any, will be offered to regular part time RC2's currently working in that home based on seniority.

Any staff assigned to a home that is converting to a 24 hour home, that does not accept or is not offered a 24 hour position will be transferred to a non-24 hour home and will retain their current classification and status.

- iii) When a vacancy occurs in an established 24 hour home, it will be filled in accordance with article 9.06, regardless of whether or not there are other full time RC2's currently assigned to that home.
- iv) Temporary appointments to 24 hour full-time positions of less than sixty (60) calendar days as referred to in Article 9.06(b) will be offered in the block according

to seniority within the classification including residential Counsellors in 12 hour full-time positions.

(v) When a 24 hour Community Residence closes, the 24 hours employees assigned to that Community Residence will be entitled to, in order of seniority, their choice of either:

1. Displacing other 24 hour employees in other Community Residences. The employees lowest in seniority in the same classification and status will be displaced.

OR

2. Accepting a transfer to a non-24 hour vacancy in the same classification and status. When no vacancy exists, the employee will displace a non-24 hour employee with less seniority in the same classification and status. The employee in the same classification and status, lowest in seniority, will then be displaced. Should this result in a layoff as defined in Article 9.05, the layoff provisions will apply.

The dates of transfers may be staggered prior to the closure of the residence in order to provide orientation to the new Community Residence.

If the employee is not eligible (due to being the lowest in seniority) for option #1 or option #2 the layoff provisions under Article 9.05 will apply.

vi) When a 24 hour compressed work week agreement is cancelled for a 24 hour Community Residence, the 24 hour employees assigned to that Community Residence will be entitled to, in order of seniority, their choice of:

1) Displacing other 24 hour employees in other Community Residences. The employee lowest in seniority in the same classification and status will be displaced.

OR

2) Remaining in the Community Residence in a non-24 hour position in the same classification and status

OR

3) Accepting a transfer to a non-24 hour vacancy in the same classification or status.

The dates of the transfers may be staggered in order to provide orientation to the new Community Residence.

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 at _____ this _____ day of _____, 2012.

For the Employer

For the Union

MEMORANDUM OF AGREEMENT #5

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

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 employ no more than two (2) full time Community Support Workers (CSWs) for each ten (10) full time Residential Counsellors (RC11s). The employer agrees to consult with the Union beforehand any anticipated changes to the full time and part time Residential Counsellor 11 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 2s) may replace Community Support Workers (CSW's) on a call-in basis if no Community Support Workers (CSWs) are available and will be compensated at the Residential Counsellor (RC 2) rate.

- 6. Previous Full-time Residential Counsellor Assistants (RCAs) 'grandfathered' into the Community Support Worker (CSW) classification will be "green circled" and will be eligible to receive any future negotiated or arbitrated wage increases awarded to the CSWs retroactive to April 1, 2001.
- 7. The six Residential Counsellor Assistants (RCAs) 'grandfathered' into the Community Support Worker (CSW) classification who opted to take either the combined Developmental Service Worker (DSW) program or the Developmental Service Worker (DSW) program through a community college will continue to be offered educational reimbursement (tuition and books) to upgrade to become a Residential Counsellor 2 (RC2) and will be eligible and qualified to apply for any vacancy requiring Developmental Service Worker (DSW) qualifications at Ongwanada. 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 at _____ this _____ day of _____, 2012.

For the Employer

For the Union

MEMORANDUM OF AGREEMENT #6

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its 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 at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #7

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

RE: SCHEDULING OF HOURS

The parties agree that an ad hoc 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 at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #8

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its 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 at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #9

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

RE: SELF FUNDED LEAVE PLAN

The Parties agree to the following:

1. Ongwanada will offer a Self-Funded Leave Plan for the benefit of full and regular part-time employees covered under this Collective Agreement between Ongwanada Hospital and the Ontario Public Service Employees Union, Local 433.
2. Requests to participate in the Self Funded Leave Plan must be submitted at least 6 months prior to the intended deferral period. In most cases, plan entry date will be September 1.
3. Ongwanada will have full and sole authority for determining eligibility and approval of participants, the procedures related to administration of the plan, deferral and leave periods, effect on benefits and service, and for choosing the financial institution which will administer the plan.
4. Notwithstanding anything to the contrary, decisions related to requests to participate in the plan or decisions related to the administration of the plan, including postponement or denial of the leave which Ongwanada may deem necessary in the interests of operational requirements, shall not be subject to the grievance or arbitration procedure under this Collective Agreement.
5. The Self Funded Leave Plan adopted by Ongwanada will provide for a deferral of up to 33-1/3% of the Employees gross annual earnings over a period not exceeding 6 years subject to any internal constraints imposed by Ongwanada. Within this upper limit the Employee will determine the amount to be deducted from his or her pay period and remitted by Ongwanada to the Plan Administrator where it will be invested until the leave. The period of leave will not exceed one year and the Employee will be required to commit to a written undertaking to return for a period at least equivalent to the leave.

Dated at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT # 10

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its 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 them.
- 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 at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #11

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: ADULT EDUCATION COUNSELLORS (AEC'S)

The parties agree to the following terms and conditions with respect to the staffing in the Balsam Community Services program currently located at the Balsam Grove work site:

1. All articles in the collective agreement will apply, unless otherwise stated in this agreement.
2. The parties agree that the classification of AEC will be included in the OPSEU Bargaining Unit and in the Direct Care group of jobs for pay equity purposes. The parties further agree that in regards to pay and benefits, the AEC position will remain equal to the VLSI position in all other aspects.
3. That the f/t employees will work eight (8) hours per day Monday through Friday for the standard September - June program year determined by Ongwanada, with the beginning and end dates as specified for each program year, totaling thirty-seven (37) weeks. During the designated March closure and Christmas closure determined by Ongwanada, an offer of a casual VLSI position and casual Residential Counsellor position will be made to the AEC employee. The employee may use unpaid leave or paid stat holiday or vacation time to ensure eighty (80) hours per pay period. All other time will be paid based on a full 80 hour pay period. The employee will be laid off for the June to September period but an offer of a casual VLSI position and a casual Residential Counsellor position will be made to the AEC for this June to September period. For this seasonal lay off, Article 9.05 - Layoffs and Recalls from Layoffs does not apply.
4. It is agreed that the p/t employees will work six (6) hours per day Monday through Friday, for the standard September - June program year determined

by Ongwanada, with the beginning and end dates as specified for each program year, totaling thirty-seven (37) weeks. It is further agreed that during the designated March closure and Christmas closure determined by Ongwanada, the employee(s) will have unpaid days, providing a minimum 24 hours per pay period is provided. An offer of a casual Residential Counsellor position and a casual VLSI position will be made to the employee(s) during the March closure and Christmas closure. The employee(s) will be laid off for the June to September period, but an offer of a casual Residential Counsellor position and casual VLSI position will be made to the employee(s) for this June to September period. For this seasonal layoff, Article 9.05 - Layoffs and Recalls from Layoffs does not apply.

Signed at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

MEMORANDUM OF UNDERSTANDING #12

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: VLSI REPLACEMENT STAFFING

- 1) The Employer agrees to make every effort to replace VLSI staff, as soon as possible, following notification of an employee's unavailability to work due to illness, vacation, stat days, bereavement or compassionate leave.

The threshold for this replacement will be if three (3) or more staff are absent across multiple work locations (ie. Crescent, Balsam). The threshold for replacement will increase to four (4) when work locations are combined (ie. Christmas, March Break, summer).

- 2) The parties agree that there may be circumstances under which replacement is not required based on client need (ie. severe weather days, planning days, site specific needs).
- 3) The Employer agrees to meet and discuss with the Union any anticipated changes to the VLSI complement.
- 4) The parties agree to meet to review this agreement if requested by either party.

Signed at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

MEMORANDUM OF AGREEMENT #13

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

**RE: *JOB DUTIES FOR RESIDENTIAL COUNSELLORS (RC IIs) and
COMMUNITY SUPPORT WORKERS (CSWs)***

The Residence Supervisor, Residential Counsellors (RC IIs) and Community Support Workers (CSWs), as the staff at each of the *Community Residences strive to work as a team. To provide more clarity between the duties and responsibilities of this team, the parties agree to the following:

1. RC IIs are solely responsible for the administration/application of all medications/treatments prescribed by a physician, including routine care items, i.e. medicated shampoos, medicated diaper creams.
2. RC IIs are solely responsible for catheter/ileostomy/colostomy care, as well as taking temperatures, pulse, respirations, blood pressures, etc. CSWs may assist if necessary but may not perform the actual duty.
3. CSWs will feed or bathe clients deemed at risk only if an RCII is present.
4. RC IIs are solely responsible for the noting or checking of Physician's orders, writing re-orders, transcribing orders, writing medication or treatment sheets, completing medical or laboratory requisitions or any other medical documentation
5. CSWs will not accompany clients to medical appointments, emergencies and unplanned situations. The Residence Supervisor / Facility Coordinator will authorize /arrange RCII coverage as may be required in accordance with the collective agreement.
6. CSWs are not responsible for relaying or receiving any verbal medical information. The physician/health professional should be directed to speak to the RCII on duty for any required information, to relay instructions/discuss a client's condition, etc.

* Please note: Residential Counsellors are not normally scheduled to work in Ongwanada's Nursing Residences.

7. RCII's and CSW's will be required to be trained in all client restraints for the homes in which they are working. RCII's will be responsible for the application, monitoring, and documenting of all client restraints. CSW's may be required to assist with these restraints when necessary. CSW's may be required to apply a restraint in an emergency situation or in one-on-one situations; however they should immediately return the client to the work/program area, and fully inform the RCII of the situation.
8. Physiotherapy exercises will be assessed on an individual case basis to determine who is responsible for carrying them out, keeping in mind complexity, frequency, routineness, and documentation requirements.
9. CSW's may not complete ISPs, IBSPs, etc. They will be required to follow support strategies as outlined in client's IBPSs, however only under the direction of an RCII. The RCII on duty will be solely responsible to carry out any training strategies, complete any required documentation, monitoring, or recording of observations etc.
10. CSW's may write in the daily log book and client files regarding activities of clients, general information, etc. CSW's may only write current notes/client incident reports/critical or intervention incident reports regarding a client incident in which they were directly involved, or were the only witness. Notwithstanding the above, the RCII's will be solely responsible for recording observations / assessments regarding health or behaviour of clients.
11. RCII's are solely responsible for the counting, documentation and distribution of client monies.
12. CSW's may not act as Primary Counsellors.
13. CSW's may be left alone in a Community Residence with clients when necessary, for a reasonable period of time e.g. to allow an RCII to attend an appointment with a client, to allow an RCII to accompany a client to the hospital, etc. This may only occur at the discretion of the RCII after consultation with the Supervisor, once having assessed the health/behaviour of the clients in the home. The supervisor is responsible for the clients and the home while the RCII is out.
14. 1:1 staffing, for companionship purposes only, may be provided by a CSW, under the direction of a Residence Supervisor. All other 1:1 staffing situations will be provided by an RCII, e.g. medical monitoring, behavioural.
15. The Residence Supervisor provides overall supervision and is responsible and accountable for ensuring education and adherence to these standards. In the absence of the Residence Supervisor, the RC11 has delegated responsibility for the adherence to these standards as set out above.

- 16. CSWs are responsible for ensuring that they adhere to this agreement and do not perform any of those duties and responsibilities delegated to the RCII as set out above.
- 17. The employer will post a copy of this agreement in each Community Residence.

Dated at _____ this ____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #14

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

RE: *EXCESS HOURS OF WORK AND OVERTIME AVERAGING AGREEMENT FOR THE EMPLOYEES WHO WORK 12 HOUR SHIFTS IN THE RESIDENTIAL AND CLIENT SERVICES DEPARTMENT*

Note: *In accordance with the amended provisions of the Employment Standards Act effective March 1, 2005, the Union - OPSEU and its local 433 and the Employer - Ongwanada enter into this agreement respecting excess hours of work and overtime averaging, in order for the affected employees to continue to work a 12 hour shift compressed work week. This agreement which is a supplement to the terms and conditions of Memorandum of Agreement #3 in the collective agreement, sets out the maximum limits of excess hours of work and overtime averaging in accordance with the ESA legislation. Memorandum of Agreement #3 in the collective agreement continues to remain in effect.*

1. HOURS OF WORK

The normal eight (8) hours of work may be exceeded on a daily basis up to a maximum of twelve (12) hours which would include their paid lunch break. Staff agree that they may be scheduled to work in excess of forty-eight (48) hours but not more than sixty (60) hours per work week notwithstanding that the existing work schedule maximizes hours of work at twelve (12) hours per day and fifty-six (56) hours per week. In any event, the maximum number of hours worked in any bi-weekly pay period will not exceed eighty (80) hours.

2. OVERTIME

Overtime pay under the Employment Standards Act is generally determined on a weekly basis and is payable for all hours worked in excess of forty-four (44) in a work week. Employees' hours of work are being averaged for the purposes of determining entitlement to overtime pay.

Employees work fifty-six (56) hours (four 12 hour shifts and one eight hour shift) the first week and twenty-four (24) hours (two 12 hour shifts) the second week in each eighty (80) hour biweekly pay period. This schedule will then repeat itself. Under this agreement, authorized periods of work in excess of regularly scheduled daily hours of work (i.e. 12 and 8 hours), or when they exceed 80 hours in any bi-weekly pay period, will be compensated at time and one-half (1 ½) of the employees' regular time hourly rate.

3. Cancellation:

Once this agreement is signed, the above excess hours and overtime averaging terms and conditions will remain in effect for the duration of this agreement or 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.

4. Expiry Date:

This agreement will be in effect for the period March 1, 2005 to March 31, 2007, or, if the current collective agreement has expired, to remain in effect until such date that a new revised collective agreement has come into effect.

Dated at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #15

between
Ongwanada
and
Ontario Public Service Employees Union
On behalf of its Local 433

RE: NEW QUALIFICATIONS

The parties agree that should the provincial government or any professional college impose new qualifications or credentials that would affect a bargaining unit employee, the parties will meet to discuss the impact and implementation protocols and no existing employee shall suffer any loss of wages, benefits, hours of work or seniority as a result of these changes.

Should job qualifications change, bargaining unit members will be deemed qualified in their current position.

The parties further agree that any newly created qualifications or credentials shall not be used for disciplinary purposes. Newly established qualifications or credentials are intended to assist employees to succeed and excel in their profession.

The parties further agree that they shall work together to advocate to the ministry or any governing body to incorporate the above principals in any legislation proposed for this sector.

Dated at _____ this ____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT # 16

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: LAYOFF

The parties agree that there shall be no Employer initiated “unpaid days” for bargaining unit employees during the terms of this collective agreement from the date of ratification by the Union until the expiration date of March 31, 2013.

Save and except seasonal lay-offs, and lay-offs greater than 7 days.

Dated at _____ this ____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT # 17

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: MERGER AMALGAMATION AND/OR RESTRUCTURING

Should the Ministry initiate any merger amalgamation and/or restructuring the parties agree to form a joint working group with equal representation to address issues which arise from this initiative.

Dated at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT # 18

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: PART-TIME POSITION CONVERSION

If the Ministry of Community and Social Services provides the Employer with targeted annualized funding specifically for part time positions conversion, Ongwanada agrees that representatives from both Ongwanada and the Union shall meet to review the use of part time positions within the agency. The parties shall discuss the issues surrounding the conversion of part time positions to full time positions prior to implementation of conversion of part time positions(s).

When converting part time positions into full time positions, conversions shall occur as per the job posting language in the collective agreement.

Dated at _____ this ____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT # 19

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: SMOKING CESSATION PRODUCT

Ongwanada agree to increase access to recognized smoking cessation products for all full time employees, to a maximum of three hundred dollars (\$300.00) every twenty-four (24) months, when accessed through the Ongwanada Pharmacy.

This practice will be evaluated by the spring of 2013 by the Ongwanada pharmacist. These results shall be shared with the Union and this coverage shall be for the life of the collective agreement.

Dated at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT #20

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: RECLASSIFICATION OF ADULT EDUCATION COUNSELLOR POSITION

The parties agree to the following terms and conditions arising from the Memorandum of Agreement #11, dated September 2010:

- 1) As per Article 31.02, the parties have reviewed the classification of Adult Education Counsellor, agreeing that the revised rate of pay will be consistent with that of the Vocational Life Skills Instructor, following the same salary scale.
- 2) This revised rate of pay will be effective as of September 6, 2010.

Dated at _____ this ____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF AGREEMENT # 21

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: ARTICLE 10.03a

- 1. That Article 10.03a) of the OPSEU Local #433 collective agreement, which states, *Employees will not work more than eighteen (18) hours in any twenty-four (24) hour period notwithstanding the Memorandum of Agreement - "Compressed work weeks (24 hour shifts) for Residential and Client Services". The start of the eighteen (18) hours begins with the first hour worked in any twenty-four (24) hour period*, will be interpreted to mean that any staff who work twenty-four (24) hours cannot work again until six (6) hours have elapsed, since the end of the preceding twenty-four (24) hour shift.

A twenty-four (24) hour shift will be inclusive of sleep time, meaning that staff who have slept during this shift cannot work again until six (6) hours have elapsed, since the end of said twenty-four (24) hour shift.

- 2. Employees who work beyond the end of a twenty-four (24) hour shift, at the request of the employer, will be entitled to overtime for additional hours worked.

Dated at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF UNDERSTANDING #22

between
Ongwanada Hospital
and
Ontario Public Service Employees Union
on behalf of its Local 433

RE: PHLEBOTOMIST

1. The parties agree to recognize the classification of "Phlebotomist" as part of the OPSEU Local 33 bargaining unit, and include this classification in Article 1 (C) (Recognition) of the collective agreement between Ongwanada and OPSEU on behalf of its Local 433, dated April 1, 2009.
2. The parties agree that for the purposes of pay equity, the position of phlebotomist will be evaluated by the JPEC by February 2013.

Signed at _____ this _____ day of _____, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX A - WAGES

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2011 WITH PAY EQUITY ADJUSTMENTS

ADULT PROTECTIVE SERVICES

Adult Prot. Serv. Worker	HRS/WEEK		START	2 ND YR	3 RD YR
	40				
		A	50,794	51,917	52,936
	HRS/YEAR	W	976.80	998.40	1,018.00
	2080	H	24.42	24.96	25.45

BALSAM ADULT EDUCATION SERVICES

Adult Education Support Worker
- Classification discontinued Sept./10

Adult Education Counsellor (Reclassified Sept. 20/10 to be consistent with VLSI)	HRS/WEEK		START	6 MTH	1 YR
	40				
		A	48,464	49,525	50,378
	HRS/YEAR	W	932.00	952.40	968.80
	2080	H	23.30	23.81	24.22

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2011 WITH PAY EQUITY ADJUSTMENTS

CLINICAL RECORDS

Clerical Typist	HRS/WEEK		START	6 MTH	1 YR
	36.25		A	34,213	35,589
	HRS/YEAR	W	657.94	684.40	710.86
	1885	H	18.15	18.88	19.61
Clinical Records Typist		A	34,213	35,589	36,965
		W	657.94	684.40	710.86
		H	18.15	18.88	19.61
Switchboard Typist		A	39,114	40,414	41,828
		W	752.19	777.20	804.39
		H	20.75	21.44	22.19
Clerk Typist		A	41,131	42,676	44,260
		W	790.98	820.70	851.15
		H	21.82	22.64	23.48

**COMMUNITY BEHAVIOUR MGMT.
SERV.**

Behaviour Therapist	HRS/WEEK		START	2 ND YR	3 RD YR
	40		A	50,794	51,917
	HRS/YEAR	W	976.80	998.40	1,018.00
	2080	H	24.42	24.96	25.45

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2011 WITH PAY EQUITY ADJUSTMENTS

COMMUNITY & VOC. DEPT.

Community Counsellor	HRS/WEEK 40		START	2 ND YR	3 RD YR
		A	50,794	51,917	52,936
	HRS/YEAR	W	976.80	998.40	1,018.00
	2080	H	24.42	24.96	25.45
Vocational Counsellor		A	52,978	53,685	54,309
		W	1,018.80	1,032.40	1,044.40
		H	25.47	25.81	26.11

CRESENT COMMUNITY SERVICES

Voc. & Life Skills Instructor	HRS/WEEK 40		START	2 ND YR	3 RD YR
		A	48,464	49,525	50,378
	HRS/YEAR	W	932.00	952.40	968.80
	2080	H	23.30	23.81	24.22
Asst. Super. Voc. & Life Skills		A	48,131	49,213	50,294
		W	925.60	946.40	967.20
		H	23.14	23.66	24.18

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2011 WITH PAY EQUITY ADJUSTMENTS

**OCCUPATIONAL THERAPY
DEPARTMENT**

Occupational Therapist	HRS/WEEK 36.25		START	2 ND YR	3 RD YR	4 TH YR
		A	52,723	54,345	55,985	57,738
	HRS/YEAR 1885	W	1,013.91	1,045.09	1,076.63	1,110.34
		H	27.97	28.83	29.70	30.63
Physiotherapist		A	54,542	56,219	57,915	59,729
		W	1,048.88	1,081.13	1,113.75	1,148.63
		H	27.97	28.83	29.70	30.63

PSYCHOLOGY DEPT.

Psychometrist	HRS/WEEK 40		START	2 ND YR	3 RD YR	4 TH YR	5 TH YR	6 TH YR	7 TH YR
		A	44,524	46,597	48,690	50,952	53,327		
	HRS/YEAR 2080	W	856.23	896.10	936.34	979.84	1,025.51		
		H	23.62	24.72	25.83	27.03	28.29		
Psychologist II		A	52,686	55,231	57,888	60,923	64,052		
		W	1,013.19	1,062.13	1,113.24	1,171.60	1,231.78		
		H	27.95	29.30	30.71	32.32	33.98		
Psychologist		A	75,004	79,038	83,279	87,162	91,291	95,588	
		W	1,442.39	1,519.96	1,601.53	1,676.20	1,755.59	1,838.24	
		H	39.79	41.93	44.18	46.24	48.43	50.71	

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2011 WITH PAY EQUITY ADJUSTMENTS

RESIDENTIAL SERVICES

Community Support Worker	HRS/WEEK 40		START	6 MTH	1 YR
		A	36,504	37,170	38,002
	HRS/YEAR 2080	W	702.00	714.80	730.80
		H	17.55	17.87	18.27
Res. Counsellor Assistant - Grandfathered		A			42,848.00
		W			824.00
		H			20.60
Residential Counsellor Trainee		A	45,947	46,821	47,570
		W	883.60	900.40	914.80
		H	22.09	22.51	22.87
Residential Cousellor		A	48,131	49,192	50,045
		W	925.60	946.00	962.40
		H	23.14	23.65	24.06
Asst. Supr. Res. Services		A	48,339	49,421	50,502
		W	929.60	950.40	971.20
		H	23.24	23.76	24.28

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2011 WITH PAY EQUITY ADJUSTMENTS

SOCIAL SERVICES DEPT.

	HRS/WEEK		START	2 ND YR	3 RD YR	4 TH YR	5 TH YR	6 TH YR	7 TH YR
Social Work Assistant	36.25	A	42,752	43,732	44,693	45,711	46,786		
	HRS/YEAR 1885	W	822.15	841.00	859.49	879.06	899.73		
		H	22.68	23.20	23.71	24.25	24.82		
Social Worker – MSW		A	53,968	55,664	57,511	59,453	61,357	63,902	66,484
		W	1,037.84	1,070.46	1,105.99	1,143.33	1,179.94	1,228.88	1,278.54
		H	28.63	29.53	30.51	31.54	32.55	33.90	35.27
Social Worker		A	46,786	49,707	52,629				
		W	899.73	955.91	1,012.10				
		H	24.82	26.37	27.92				
Intake Co-ordinator		A	52,252	55,853	59,453				
		W	1,004.85	1,074.09	1,143.33				
		H	27.72	29.63	31.54				
Prevention Counsellor		A	46,296	47,427	48,671	49,783			
		W	890.30	912.05	935.98	957.36			
		H	24.56	25.16	25.82	26.41			

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2011 WITH PAY EQUITY ADJUSTMENTS

TREATMENT HOME

Treatment Counsellor	HRS/WEEK		START	6 MTH	1 YR
	40				
		A	49,982	51,064	51,917
	HRS/YEAR	W	961.20	982.00	998.40
	2080	H	24.03	24.55	24.96

VOLUNTEER SERVICES

Volunteer Serv. Co-ordinator	HRS/WEEK		START	6 MTH	1 YR
	35				
		A	42,315	45,354	48,430
	HRS/YEAR	W	813.75	872.20	931.35
	1820	H	23.25	24.92	26.61

OPSEU WAGE SCALES, EFFECTIVE APRIL 1, 2012 – INCREASE 1.75%
(INCLUDES PAY EQUITY INCREASE FOR CSW (\$1.22) AND TREATMENT CSLR. (\$0.49))

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2012 WITH PAY EQUITY ADJUSTMENTS

ADULT PROTECTIVE SERVICES

Adult Prot. Serv. Worker	HRS/WEEK	START	2 ND YR	3 RD YR
	40			
		A	51,688	52,832
	HRS/YEAR	W	994.00	1,016.00
	2080	H	24.85	25.40
				53,872
				1,036.00
				25.90

BALSAM ADULT EDUCATION SERVICES

Adult Education Support Worker
 - Classification discontinued Sept./10

Adult Education Counsellor (Reclassified Sept. 20/10 to be consistent with VLSI)	HRS/WEEK	START	6 MTH	1 YR
	40			
		A	49,296	50,398
	HRS/YEAR	W	948.00	969.20
	2080	H	23.70	24.23
				51,251
				985.60
				24.64

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2012 WITH PAY EQUITY ADJUSTMENTS

CLINICAL RECORDS

	HRS/WEEK		START	6 MTH	1 YR
Clerical Typist	36.25				
		A	34,816	36,211	37,606
	HRS/YEAR	W	669.54	696.36	723.19
	1885	H	18.47	19.21	19.95
Clinical Records Typist		A	34,816	36,211	37,606
		W	669.54	696.36	723.19
		H	18.47	19.21	19.95
Switchboard Typist		A	39,792	41,131	42,563
		W	765.24	790.98	818.53
		H	21.11	21.82	22.58
Clerk Typist		A	41,847	43,430	45,033
		W	804.75	835.20	866.01
		H	22.20	23.04	23.89

COMMUNITY BEHAVIOUR MGMT. SERV.

	HRS/WEEK		START	2 ND YR	3 RD YR
Behaviour Therapist	40				
		A	51,688	52,832	53,872
	HRS/YEAR	W	994.00	1,016.00	1,036.00
	2080	H	24.85	25.40	25.90

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2012 WITH PAY EQUITY ADJUSTMENTS

COMMUNITY & VOC. DEPT.

Community Counsellor	HRS/WEEK		START	2 ND YR	3 RD YR
	40				
		A	51,688	52,832	53,872
	HRS/YEAR	W	994.00	1,016.00	1,036.00
	2080	H	24.85	25.40	25.90
Vocational Counsellor		A	53,914	54,621	55,266
		W	1,036.80	1,050.40	1,062.80
		H	25.92	26.26	26.57

CRESENT COMMUNITY SERVICES

Voc. & Life Skills Instructor	HRS/WEEK		START	2 ND YR	3 RD YR
	40				
		A	49,296	50,398	51,251
	HRS/YEAR	W	948.00	969.20	985.60
	2080	H	23.70	24.23	24.64
Asst. Super. Voc. & Life Skills		A	48,963	50,066	51,168
		W	941.60	962.80	984.00
		H	23.54	24.07	24.60

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2012 WITH PAY EQUITY ADJUSTMENTS

OCCUPATIONAL THERAPY DEPARTMENT

Occupational Therapist	HRS/WEEK 36.25		START	2 ND YR	3 RD YR	4 TH YR
		A	53,647	55,287	56,965	58,755
	HRS/YEAR 1885	W	1,031.68	1,063.21	1,095.48	1,129.91
		H	28.46	29.33	30.22	31.17
Physiotherapist		A	55,497	57,194	58,929	60,782
		W	1,067.25	1,099.88	1,133.25	1,168.88
		H	28.46	29.33	30.22	31.17

PSYCHOLOGY DEPT.

Psychometrist	HRS/WEEK 40		START	2 ND YR	3 RD YR	4 TH YR	5 TH YR	6 TH YR	7 TH YR
		A	45,297	47,408	49,538	51,838	54,269		
	HRS/YEAR 2080	W	871.09	911.69	952.65	996.88	1,043.64		
		H	24.03	25.15	26.28	27.50	28.79		
Psychologist II		A	53,609	56,192	58,906	61,998	65,164		
		W	1,030.95	1,080.61	1,132.81	1,192.26	1,253.16		
		H	28.44	29.81	31.25	32.89	34.57		
Psychologist		A	88,689	92,893	97,266				
		W	1,705.56	1,786.40	1,870.50				
		H	47.05	49.28	51.60				

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2012 WITH PAY EQUITY ADJUSTMENTS

RESIDENTIAL SERVICES

	HRS/WEEK		START	6 MTH	1 YR
Community Support Worker	40				
	HRS/YEAR	A	39,728	40,394	41,246
	2080	W	764.00	776.80	793.20
		H	19.10	19.42	19.83
Res. Counsellor Assistant - Grandfathered		A			43,596.80
		W			838.40
		H			20.96
Residential Counsellor Trainee		A	46,758	47,632	48,402
		W	899.20	916.00	930.80
		H	22.48	22.90	23.27
Residential Counsellor		A	48,963	50,045	50,918
		W	941.60	962.40	979.20
		H	23.54	24.06	24.48
Phlebotomist	HRS/WEEK				
	35	A	34,252		
	HRS/YEAR	W	658.70		
	1820	H	18.82		
Asst. Supr. Res. Services	HRS/WEEK				
	40	A	49,192	50,294	51,376
	HRS/YEAR	W	946.00	967.20	988.00
	2080	H	23.65	24.18	24.70

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2012 WITH PAY EQUITY ADJUSTMENTS

SOCIAL SERVICES DEPT.

	HRS/WEEK		START	2 ND YR	3 RD YR	4 TH YR	5 TH YR	6 TH YR	7 TH YR
Social Work Assistant	36.25	A	43,506	44,505	45,466	46,503	47,596		
	HRS/YEAR	W	836.65	855.86	874.35	894.29	915.31		
	1885	H	23.08	23.61	24.12	24.67	25.25		
Social Worker		A	47,596	50,575	53,553				
		W	915.31	972.59	1,029.86				
		H	25.25	26.83	28.41				
Social Worker - MSW		A	54,910	56,644	58,510	60,490	62,431	65,014	67,653
		W	1,055.96	1,089.31	1,125.20	1,163.26	1,200.60	1,250.26	1,301.01
		H	29.13	30.05	31.04	32.09	33.12	34.49	35.89
Intake Co-ordinator		A	53,176	56,833	60,490				
		W	1,022.61	1,092.94	1,163.26				
		H	28.21	30.15	32.09				
Prevention Counsellor		A	47,106	48,256	49,519	50,650			
		W	905.89	928.00	952.29	974.04			
		H	24.99	25.60	26.27	26.87			

OPSEU WAGE SCALES EFFECTIVE APRIL 1, 2012 WITH PAY EQUITY ADJUSTMENTS

TREATMENT HOME

Treatment Counsellor	HRS/WEEK	START	6 MTH	1 YR	
	40				
		A	51,896	52,998	53,872
	HRS/YEAR	W	998.00	1,019.20	1,036.00
	2080	H	24.95	25.48	25.90

VOLUNTEER SERVICES

Volunteer Serv. Co-ordinator	HRS/WEEK	START	6 MTH	1 YR	
	35				
		A	43,061	46,155	49,286
	HRS/YEAR	W	828.10	887.60	947.80
	1820	H	23.66	25.36	27.08