

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 166**

and

Middlesex Community Living

DURATION: April 1, 2022 – March 31, 2026



INDEX

PURPOSE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – NO DISCRIMINATION	1
ARTICLE 3 – MANAGEMENT RIGHTS	2
ARTICLE 4 – REPRESENTATION AND UNION SECURITY	3
ARTICLE 5 – BULLETIN BOARD	3
ARTICLE 6 – DUES CHECK-OFF	4
ARTICLE 7 – STRIKES OR LOCK-OUTS	4
ARTICLE 8 – GRIEVANCE PROCEDURE	5
ARTICLE 9 – ARBITRATION	6
ARTICLE 10 – HEALTH AND SAFETY	7
ARTICLE 11 – SENIORITY	8
ARTICLE 12 – POSTING & FILLING OF VACANCIES, PROMOTIONS & TRANSFERS	9
ARTICLE 13 – LAY-OFF AND RECALL	10
ARTICLE 14 – LEAVES OF ABSENCE	12
ARTICLE 15 – SICK LEAVE	14
ARTICLE 16 – EXPENSES	15
ARTICLE 17 – BENEFIT PLANS	15
ARTICLE 18 – WAGES	16
ARTICLE 19 – VACATIONS	17
ARTICLE 20 – STATUTORY AND PAID HOLIDAYS	18
ARTICLE 21 – HOURS OF WORK	18
ARTICLE 22 – ON-CALL AND CALL-IN	21
ARTICLE 23 – WORKING CONDITIONS	21
ARTICLE 24 – GENERAL	22
ARTICLE 25 – TERM OF AGREEMENT	23
APPENDIX "A" – WAGES	24
APPENDIX "B" – BENEFITS	26
LETTER OF UNDERSTANDING – CLIENT VACATIONS	29
LETTER OF UNDERSTANDING – VACATION REQUESTS	30
LETTER OF UNDERSTANDING – RESPONSIBILITY PAY	31
LETTER OF UNDERSTANDING – BILL 124	32

PURPOSE

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

ARTICLE 1 – RECOGNITION

- 1.01 (a) The Employer recognizes the Union as the sole bargaining agent of all employees of the Middlesex Community Living save and except supervisors, forepersons, persons above the rank of supervisors and forepersons, office and clerical staff, monitors, live in personnel and People Supported.
- (b) "Support Employees" are persons who provide direct services that enable the person supported to live within the community; People Supported are not employees of the Employer and, therefore, are excluded from this bargaining unit.
- (c) The term "supervisor" includes the assistant to the Director of Community Support.
- (d) "Special Services at Home Workers", Co-operative Education Students and non-support workers at ventures that are, or are moving to, co-operatives are not employees and, therefore, are excluded from this bargaining unit.
- (e) Part-time employees may be scheduled up to thirty (30) hours per week.
- (f) Casual employees are those employees who are not regularly scheduled for work but are called in for work on an as needed basis.
- (g) Contract employees are those employees who are hired for a specific term to replace regular full-time or part-time employees who are on leave or employees who are hired for a specific non-recurring function. The period of contract shall not exceed six (6) months unless mutually agreed between the Union and the Employer and contract employees shall have no right to grieve dismissal at the end of the contract period.
- 1.02 The Employer agrees to notify the Unit Steward, of the name, address, telephone number(s) and email address of any new employee within the bargaining unit in writing or electronically where available.

ARTICLE 2 – NO DISCRIMINATION

- 2.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the Employer and the Union or their representatives because of membership in the Union or lack of membership in the Union.

- 2.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code*. Accordingly there shall be no discrimination based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offenses, marital status, family status or handicap.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

Subject to the terms of this Agreement the Union acknowledges that the management of the Employer's operations and the direction of employees is fixed in the Employer and without restricting the generality of the foregoing the Union recognizes that it is the exclusive function of Management to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, classify, promote, demote, layoff, or discipline employees provided that a claim of improper classification, promotion, demotion, layoff or transfer, or a claim that an employee, who has completed his/her probationary period, has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees except as specifically limited by the expressed provisions of this Agreement;
- (d) determine the nature and kind of operations conducted by the Employer, the kinds and locations of operations, the equipment and materials to be used, the number of employees to be employed, their job content and their qualifications, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives in accordance with its commitments and obligations and responsibilities all of which shall remain solely with the Employer except as specifically limited by the expressed provisions of this Agreement.
- (e) The parties agree that our person supported, their families and staff are the foundation of Middlesex Community Living and the Employer has a responsibility to advocate for the needs of our person supported and their families and to support people to advocate for their needs. The Employer must make the best use of resources to meet evolving service needs for persons supported by our services.

ARTICLE 4 – REPRESENTATION AND UNION SECURITY

- 4.01 The Employer agrees to recognize the following Union Representatives: A Negotiations Committee, and an Employer/Employee Relations Committee, Stewards and Unit Stewards
- 4.02 The Union may appoint or otherwise select a reasonable number of employees of the Employer as representatives on the above committees (not more than 4 people including one Union representative). All committee members of the above committees meeting with Management for the purpose of discussing scheduled matters or grievances during work hours will not suffer loss of wages or benefits for such time occupied. Members of the Negotiations Committee shall be paid for all scheduled meetings with Management up to but not including Conciliation and beyond. The Employer/Employee Relations committee shall be co-chaired.
- 4.03 Employees shall have the right to the assistance of an OPSEU/SEFPO Staff Representative whenever necessary. The union agrees that the exercise of this right shall not interfere with the Employer's operation.
- 4.04 **Copies of the Agreement**
The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the parties shall share in the cost of printing this Agreement and copies shall be distributed to each employee by the Stewards. Printing location and costs shall be mutually agreed.
- 4.05 The employer agrees to recognize Union Stewards elected or appointed from among the employees in the bargaining unit.
- 4.06 The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union is received.
- 4.07 The Union acknowledges that the stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. Such permission shall not be withheld unreasonably.

ARTICLE 5 – BULLETIN BOARD

- 5.01 The Employer will provide a bulletin board at 3 Industrial Road and 82 Front Street West and a section of the "communication binder" where such binders are maintained for posting union notices. All notices placed on the Bulletin Board shall be initialed by a Steward and a copy of such postings shall be forwarded to the

Executive Director. Such notices shall include items such as Steward & Seniority Lists, Job Postings, Union & Committee Minutes, Notices of Meetings and Provincial Union Publications. All other items to be posted or sent by electronic communication must first be approved by the Executive Director or designate.

This article will not apply to a work location which does not remain under the direct control of Middlesex Community Living.

ARTICLE 6 – DUES CHECK-OFF

The parties hereto agree that all employees of the employer covered by this agreement shall pay union dues and may become Union members.

- 6.01 The Employer agrees that it will deduct each pay period, a sum equal to regular Union dues from each employee in the Bargaining Unit from the first day of employment. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario, M3P 3B8, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of the names of those employees for whom deductions have been made.
- 6.02 The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.
- 6.03 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until the first full month following written notice to the Employer of a change in the dues to be deducted.
- 6.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues as herein provided.

ARTICLE 7 – STRIKES OR LOCK-OUTS

- 7.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate. The words "strike" and "lock-out" have the meaning attributed to them in the interpretation section of the *Ontario Labour Relations Act*.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.

8.02 **Step 1**

An employee who believes he/she has a Grievance shall first discuss the Grievance with his/her Supervisor within seven (7) full working days of first becoming aware of the incident. The employee may be accompanied by his/her steward if he/she so desires.

8.03 **Step 2**

If the Grievance is not satisfactorily settled by the supervisor within five (5) working days of the discussion, the employee may, within an additional five (5) working days, file a Grievance in writing with the Executive Director.

The written Grievance shall be signed by the employee and shall state the nature of the Grievance, the redress sought and the provision of the Collective Agreement alleged to have been breached.

8.04 Within five (5) working days of receipt of the grievance, the Executive Director, or his/her designated representative, will arrange a meeting with the grievor and his/her representatives.

8.05 Within five (5) working days of this meeting the Executive Director or his/her designated representative shall render his/her decision in writing.

8.06 Where an employee, who has completed his/her probationary period feels that he/she has been unjustly disciplined or discharged, the employee may file a grievance at Stage Two of the grievance procedure within seven (7) working days of his/her notice of discipline or discharge.

8.07 **Policy and/or Group Grievances**

(a) A Group Grievance is one which affects two (2) or more employees and which arises out of an identical set of facts. Such Grievance may be submitted at Step 2 of the Grievance Procedure. Such Grievance must be submitted within seven (7) working days after the incident giving rise to the Grievance.

(b) A Policy Grievance is one which affects more than one employee and is one which an individual employee could not grieve. Such grievance shall be submitted at Step 2 of the grievance procedure within fifteen (15) days of

the incident giving rise to the grievance. An individual may not file a Policy Grievance.

- 8.08 Time limits set forth herein are mandatory. Failure of an employee to follow the procedures laid down in this Article shall result in the Grievance being deemed withdrawn. Time limits fixed in this Article may be extended by mutual consent of both parties to this Agreement provided that there shall be no obligation on either party to consent. Section 48.16 of the Ontario Labour Relations Act is not exempted by this provision.
- 8.09 In Articles 8, 9, & 12.01 days shall include all days exclusive of Saturday, Sunday and statutory holidays.
- 8.10 The employee, at his/her option, may be accompanied and represented by a Union representative at all stages of the grievance procedure.

ARTICLE 9 – ARBITRATION

- 9.01 Upon exhaustion of the grievance procedure should either party wish to refer a grievance to arbitration, written notice of application for arbitration shall be made to the other party within ten (10) working days of receipt of the last written disposition. If no such written request for arbitration is received within the time limit then it shall be deemed to have been abandoned.
- 9.02 The parties agree to have the grievance heard by a sole arbitrator.
- 9.03 The referring party shall, in writing, propose three names to act as the arbitrator. The responding party shall accept one of the three proposed arbitrators, or propose three alternates and so on until a mutually acceptable arbitrator has been chosen.
- 9.04 If either party fails to accept or propose an arbitrator within fifteen (15) days, or such time as agreed upon, either party may ask the Ministry of Labour to appoint an arbitrator.
- 9.05 The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall an Arbitrator have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.06 Each party shall pay the fees and expenses of the Arbitrator.

9.07 **Expedited Arbitration**

The parties, prior to applying for expedited arbitration under Section 49 of O.L.R.A. shall attempt to reach agreement on an Arbitrator. If an Arbitrator is not agreed upon within fifteen (15) days of the notification that arbitration is being sought, either party may apply for an Arbitrator under the Act.

- 9.08 The parties may mutually agree to refer a grievance to a mediator before proceeding to arbitration. The selection of a mediator will be agreed to and costs shall be shared equally by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance/arbitration process. In the event that the matter is not settled by mediation, then the matter may then be resolved at arbitration. The referring party shall contact the other and agree on a satisfactory selection process.

ARTICLE 10 – HEALTH AND SAFETY

- 10.01 The parties agree that health and safety matters will be handled under the Occupational Health and Safety Act and will not be the subject of a Grievance or Arbitration under this Collective Agreement.
- 10.02 The parties agree to establish a Health and Safety Committee comprised of three (3) members selected by the bargaining unit and three (3) members selected by management.
- 10.03 The Health and Safety Committee shall meet quarterly, during normal working hours, and agenda items shall be presented in writing one week prior to scheduled meetings.
- 10.04 Committee members shall suffer no loss of pay because of their participation on the Health and Safety Committee.
- 10.05 The Employer and the Union will co-operate and ensure compliance with all Health and Safety rules set down by the Employer.
- 10.06 Where the rights of other bargaining unit employees may be affected by the accommodation of an employee, the Employer shall negotiate a return to work protocol with the Union where an employee is returning to work after an injury or illness. The Employer agrees to meet with the employee and the Union whenever a workplace accommodation is required. An employee may request that a Union Representative not be present during such meeting and such request will be honoured by the employer and Union.

ARTICLE 11 – SENIORITY

- 11.01 Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Employer, within this bargaining unit. For the purposes of this Collective Agreement two thousand eighty (2080) hours equals one (1) year of seniority.
- 11.02 A seniority list for this bargaining unit shall be posted on the Union Bulletin Board and will be updated every six (6) months.
- 11.03 (a) All new employees shall be on probation for the first four hundred and eighty-seven and one half (487 1/2) hours worked. At the sole discretion of the Employer the probationary period may be extended for an additional four hundred and eighty-seven and one half (487 1/2) hours.
- (b) During the probationary period the qualifications of the person shall be assessed by Management. Subject to Article 11.04, if during the period the person is considered by Management as not being satisfactory, the person may be released by Management and the action shall not be the subject of the grievance procedures of this agreement, as a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Employer and such action by the Employer does not constitute a difference
- (c) It is understood that 11.03(b) does not apply if the probationary employee is alleging a contravention of the *Ontario Human Rights Code*, in which case a grievance can be filed at Step 2 of the Grievance Procedure within seven (7) working days of the termination.
- 11.04 An employee who accepts an acting position outside of the bargaining unit shall continue to pay union dues and accumulate seniority for the first sixty (60) working days; after which the employee shall maintain but not accumulate seniority and shall not pay union dues. The employee shall retain the right to return to the bargaining unit for a maximum of one (1) year. If the employee does not return to the bargaining unit during that period, then the employee shall retain the right to return to their former position in the bargaining unit, on completion of their acting assignment, or to a comparable position if the former position no longer exists.

ARTICLE 12 – POSTING AND FILLING OF VACANCIES, PROMOTIONS AND TRANSFERS

- 12.01 Where there is a vacancy or a newly created position within this bargaining unit, that position shall be emailed to every employee and posted on the Bulletin Boards for a period of seven (7) working days.

The posting will set out the following: the classification, qualifications, *location and wage rate.

Only employees who apply in writing within the seven (7) days will be considered for the vacant or newly created position.

In filling the vacancy or new position the following factors will be considered:

- (a) Seniority in this bargaining unit;
- (b) The skill, knowledge, experience, ability to relate to the person(s) supported, and the ability, including for technical employees the physical ability, to perform the requirements of the position; where the qualifications in factor (b) are relatively equal in the opinion of the Employer, seniority will be the governing factor. The Employer shall exercise his opinion in a fair and consistent manner.

* "It is understood that reference to location in the job posting is for information purposes only and not intended to be viewed as guarantee that the employee cannot be transferred from that location."

- 12.02 Applicants from within this bargaining unit, who have the necessary qualifications as set out in Article 12.01 (b), shall be given first consideration for the vacant or newly created position. Each applicant will be informed within ten (10) working days of the outcome of the job posting.
- 12.03 The successful applicant shall be placed on familiarization period of seven (7) working days. In the event the successful applicant proves unsatisfactory in the position during the familiarization period, or if the employee elects during the familiarization period, he/she shall be returned to his/her former position without loss of seniority and employees displaced shall be returned to their former or a similar position. Vacancies need not be posted during the familiarization period.
- 12.04 Where an employee is temporarily assigned to a higher paying position for a period greater than one shift, he/she shall receive the rate of pay for the higher classification for the duration of the assignment.

- 12.05 The Employer reserves the right to fill a temporary full-time vacancy of less than 12 weeks. Any leaves, parental, and pregnancy leaves or sick leaves of more than 12 weeks the employer shall post the position in accordance to Article 12. On expiry of any temporary assignment the employee shall return to their former position.
- 12.06 Opportunities for ESS training shall be posted to all employees and granted in a fair and equitable manner.
- 12.07 The Employer will notify the Union when there is a transfer.

ARTICLE 13 – LAY-OFF AND RECALL

- 13.01 (a) Should it become necessary for the Employer to reduce staff, provided the support and lifestyle of the person supported can be maintained, the Employer will first solicit voluntary lay-offs from among the existing staff. Should there be no voluntary lay-offs, employees shall be laid off in reverse order of bargaining unit seniority and recalled in order of bargaining unit seniority having regard to the factors set out in Article 12.01(b).
- (b) Subject to the conditions outlined in this Article, an employee who has not received a notice of layoff may offer to be laid off and give up her job for possible deployment of an employee who has received notice of layoff.
- (c) An employee shall advise the Director of Human Resources in writing of her desire to make an offer of voluntary layoff.
- 13.02 There shall be a notice period of thirty (30) days prior to any lay-off wherever possible and except in emergency situations, during which time the Employer agrees to meet with the Union, to discuss means of avoiding the lay-off.
- 13.03 It shall be the duty of employees on the recall list to notify the Employer of any change of address.
- 13.04 (a) An employee given notice of permanent lay-off shall be entitled to accept the lay-off and retain recall rights for a period of six (6) months or relinquish recall rights and receive severance pay to which she is entitled, if any.
- (b) An employee who is on lay-off shall retain but not accrue seniority for a period of six (6) months.

13.05 Benefits Continuation

- (a) In the event of a layoff of an employee, the Employer shall pay its share of the insured benefits premiums up to the end of the month following the month in which the layoff occurs, or the statutory notice period, whichever is later.
- (b) Subject to the requirements of the insurer, the employee may continue to pay the full premium cost of a benefit (or benefits) for up to a period established by the insurer. Such payment can be made through the Payroll office of the Employer provided that the employee informs the Employer of her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

13.06 The position of the employee with the higher seniority making the offer will be considered for the deployment to an employee with less seniority otherwise subject to lay off providing that the employee with less seniority:

- (a) is working the same amount to hours that are subject to the cut back; and,
- (b) has the necessary skills – having regard to the factors set out in Article 12.01 (b) and can do the work without training other than a familiarization period.

13.07 Temporary Work

Employees on layoff shall be given preference for temporary work for which they are qualified in accordance with the factors set out in Article 12.01 (b) if such work is expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.

13.08 The employer shall recall employees in order of seniority to vacant bargaining unit positions providing she can perform the required work in accordance with the factors set out in Article 12.01(b), for a period of six (6) months from date of layoff. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven (7) business days.

13.09 No new employee shall be hired until those laid off and placed on the recall list have had the opportunity to be recalled, providing that they have the requirements as set out in Article 12.01(b).

- 13.10 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, if this were to result in a layoff of regular employees or a reduction of hours. This article does not apply if the work being performed is for the purposes of instruction, experimentation or emergencies or when regular employees are not readily available.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Pregnancy / Parental Leave and Adoption Leave

- (a) Employees shall be entitled to unpaid pregnancy and parental leave of absence in accordance with the provisions of the *Employment Standards Act*.
- (b) An employee on pregnancy or parental leave as described in (a) above shall continue to accrue seniority during the period of such leave and shall be allowed to maintain benefits upon payment to the Employer of benefit premiums by the first day of each month of the leave.
- (c) An employee upon giving at least four (4) weeks notice prior to the expiration of pregnancy/parental leave may request an additional leave of absence without pay beyond the one (1) year entitlement of pregnancy/parental leave, to bring the total leave entitlement under this clause up to a maximum six (6) months, without loss of seniority.
- (d) Upon completion of such leave, an employee shall be returned to a position in the classification held immediately prior to the commencement of the leave.

14.02 Parental Leave

An employee shall be entitled to three (3) days parental leave without pay but without loss of benefits.

14.03 Bereavement Leave

- (a) The Employer shall pay an employee five (5) day's pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of an employee's live-in partner, spouse, same sex, common-law, parent, child, or ward (when guardianship is supported by legal documentation), brother, sister or grandchild. The employee can take his/her bereavement leave in non-consecutive days so long as the leave is associated with the attendance at the funeral, memorial, or celebration of life.
- (b) The Employer shall pay an employee up to one (1) day's pay at the employee's regular hourly rate of pay for all regular time lost in the event of death of an employee's grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, employee's aunt, uncle, niece, nephew, grandparent in-law. Also legal step parent, child, brother,

sister and grandchild. This one day of bereavement leave may be deferred for the funeral, memorial or celebration of life if needed.

- (c) Where attendance at the funeral requires travel in excess of five hundred (500) kilometres, the Employer may grant additional leave of absence without pay of two (2) days. Where the funeral, memorial or celebration of life requires extensive travel, the employee can discuss and arrange for an extended UNPAID leave at the discretion of the employer.

14.04 **Compassionate Leave**

- (a) An Employee shall be entitled to a Leave-of-Absence without pay and without loss of seniority for compassionate reasons at the discretion of the Executive Director or designate. Denial shall not be the subject of a grievance.
- (b) Any leaves taken under this provision including emergency and compassionate leaves, shall be inclusive of any leave entitlement an employee may have under the *Employment Standards Act*, as amended from time to time.

14.05 **Jury Duty and Witness Leave**

An employee who is selected for service as a juror or who is subpoenaed as a witness in a civil or criminal work related matter will be compensated for loss of pay from his/her regularly scheduled hours at his/her regular hourly rate and the fee received for his/her services is turned over to the Employer. However, should the employee present himself/herself for selection as a juror, and not be selected, then he/she is required to return to the Employer's premises to complete his/her remaining normally scheduled work day.

14.06 **Leave for Union Activities**

- (a) Leave of absence without pay shall be granted, upon two (2) weeks written notice if possible to the Employer, to employees elected or appointed to represent the Union at conventions, seminars, and/or centrally called meetings of the Union.

It is agreed that, if possible, two (2) employees may be granted leave under this Article at one time. Such leave shall not exceed an aggregate of **four** (4) weeks in any calendar year. Leave required by employees elected to positions of the Executive Board of the Union shall not be calculated in the four (4) week aggregate.

"During such leave, employees shall continue to receive their regular pay and benefits and the Union will reimburse the Employer for the wages and benefits paid to the employee including CPP, WSIB, EI, and any other benefits which may be prescribed by law."

- (b) When an employee is elected or appointed to a full-time position with OPSEU/SEFPO or with an organization to which OPSEU/SEFPO is affiliated, the Employer shall grant leave of absence with no loss of pay and with no loss of seniority. The Union will reimburse the employer for the wages and benefits paid to the employee including CPP, WSIB, EI, and any other benefit which may be prescribed by law. At the end of the assignment the employee shall be reinstated to a position in his/her former classification at the then current salary.
- (c) Upon request by the Union, confirmed in writing, and provided that reasonable notice has been given, leave-of-absence with no loss of pay and with no loss of seniority shall be granted to employees elected as Executive Board Members of the Union, for the purpose of conducting the internal business affairs of the Union. The Union will reimburse the employer for the salary and benefits paid to the employee including CPP, WSIB, EI, and any other benefit which may be prescribed by law.

14.07 **Other Leaves**

The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed a year, unless both the Union and the Employer mutually agree otherwise.

14.08 **Accumulation of Seniority**

Unless otherwise stipulated, seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he/she had when he/she completed the first thirty (30) day period of unpaid leave.

ARTICLE 15 – SICK LEAVE

- 15.01 (a) All full-time employees, upon completion of their probationary period, shall be credited with .833 days of sick leave for each month of service. All part-time employees who have completed their probationary period, shall accumulate sick leave credits on the basis of one hundred and sixty-two and one-fifth (162 1/5) hours worked equals one (1) day of sick leave. Sick leave credits may be used only when sickness or injury forces the employee to remain home from work. Sick leave credits used will be deducted from the total sick leave credits accumulated by the employee. An employee may accumulate a maximum of twenty (20) sick leave credits.

- (b) An employee shall not lose accrued sick leave credits nor shall he/she receive payment from the Employer when absent due to an injury compensable under the provisions of the *Workplace Safety and Insurance Act*.
- (c) An employee may be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. If an employee is absent due to illness for three (3) days or more, a certificate signed by a legally qualified medical practitioner will be required and such certificate must be available to the Employer prior to the employee returning to work. Such certificate shall clearly state the name of the medical practitioner.

ARTICLE 16 – EXPENSES

- 16.01 An employee shall be reimbursed for any reasonable out-of-pocket expenses incurred in the services of the Employer upon prior approval of the Employer.
- 16.02 If an employee is required to use his/her car in the service of the Employer he/she shall be reimbursed at fifty cents (.50) cents per kilometre.
- 16.03 Expense cheques shall be issued in the next following pay period immediately following the submission of expense statements.

ARTICLE 17 – BENEFIT PLANS

- 17.01 The Employer shall continue to pay one hundred percent (100%) of the premium cost of all benefit plans for full time employees who have completed their probationary period as described in Appendix "B" which is attached and forms part of this Agreement.
- 17.02 When the Government of Ontario fulfils its Pay Equity obligations the Employer will apply the amount received according to the formula provided to the wages, with full retroactivity, to the wages presently paid under Appendix "A". When this obligation is met, all full-time employees will contribute two per cent (2%) of their wages to the Pension Plan currently administered by the Employer, commencing on a date to be determined by the Union and the Employer. The Employer will match the two per cent (2%) contribution of each employee.
- 17.03 (a) The Employer shall pay one hundred percent (100%) of the premium cost for Life Insurance for each part-time employee who has completed their probationary period as described in Appendix "B", which forms part of this Agreement.

- (b) Notwithstanding Article 17.03(a), a part-time employee on authorized of absence due to illness or non-compensable or compensable accident shall continue to have the premium cost of the benefit paid at one hundred (100%) percent by the Employer for a twelve (12) month period. Thereafter subject to any requirements of the Insurance Company, a part-time employee may arrange to make the payments directly to the Insurer.

ARTICLE 18 – WAGES

- 18.01 Wages shall be in accordance with Appendix "A" attached, which forms part of this Agreement. The Employer will apply any moneys received from the Government of Ontario that are identified as salary and wages according to the formula provided, with full retroactivity, to the wages presently paid under Appendix "A".
- 18.02 An employee will automatically progress from one step to the next in the salary range for his/her classification from the beginning of an employee's first anniversary date (date of hire) or last promotion date until reaching the maximum step.
- 18.03 If Night Asleep staff is required to be awake to tend to the needs of the clients, they will be paid at the Night Awake rate for all hours awake.
- 18.04 Employees shall be paid at the regular rate of pay when attending mandatory training courses in the fourth year of this contract.

ARTICLE 19 – VACATIONS

19.01 Employees shall be entitled to vacations with pay based on length of continuous service, pro-rated in accordance with Article 11.01 in any year as follows:

Years of Service	Vacation Time	Vacation Pay
Less than 1 year	Two weeks (2)	Vacation pay accrued at the rate of .833 days for each month of wages actually earned or 4% of earned wages.
One year but less than 6 years	Three weeks (3)	Vacation pay accrued at the rate of 1.25 days of vacation per month of wages actually earned, or 6% of earned wages.
6 years but less than 15 years	Four weeks (4)	Vacation pay accrued at the rate of 1.66 days of vacation pay per month of wages actually earned or 8% of earned wages.
15 or more years of service	Five weeks (5)	Vacation pay accrued at the rate of 2.08 days of vacation pay per month of wages actually earned or 10% of earned wages.
*In last year of contract, April 1, 2021, new vacation level for full time employees. 20 years or more of service	Vacation accumulated at 2.5 days – 6 weeks	

19.02 If a statutory holiday falls within a vacation period, an extra day shall be added to the vacation.

19.03 Whenever possible, and having regard to the needs of the person supported, vacations shall be granted according to the wishes of individual staff members. Where a conflict exists, having regard to the above considerations, seniority shall be the governing factor.

19.04 All employees must take their vacation entitlement prior to March 31st of the year of entitlement unless otherwise agreed by the Employer.

ARTICLE 20 – STATUTORY AND PAID HOLIDAYS

20.01 The following days are designated as Statutory and Paid Holidays:

New Years Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Civic Holiday

20.02 (a) Each employee shall in addition be granted two (2) Floating Holiday. The Floating Holiday shall be taken at a time mutually convenient to the employee and the Employer within the year it is earned.

(b) New employees shall not be entitled to take the Floating Holiday until they have completed eight (8) months of employment with the Employer.

20.03 In order to be entitled to statutory or paid holiday pay the following applies:

An employee must have reported for work on his/her regularly scheduled workday immediately preceding and following the Holiday, unless a valid medical certificate is supplied.

20.04 When an employee is required to work on a Statutory or Paid Holiday, he/she shall be paid time and one-half the regular rate of pay and shall be given the option of either also being paid Public Holiday Pay for the day worked (as calculated pursuant to the ESA) or to be granted a substitute day off with Public Holiday Pay (as calculated pursuant to the ESA for the Public Holiday the employee worked). Such substitute day off shall be taken pursuant to Article 20.05.

20.05 Where any of the above holidays fall or is observed by the Employer on a Full time employee's regularly scheduled day off, the employee will receive an additional day off in lieu thereof at a time mutually agreed upon. If no agreement, the Employer will schedule the employee off on the first scheduled working day after the holiday. The employee will be paid for the day in the pay period in which it is scheduled.

ARTICLE 21 – HOURS OF WORK

21.01 (a) Nothing herein shall be construed as a guarantee of hours of work per day or per week. Normal hours of work for full-time employees shall be up to forty (40) hours a week exclusive of a one-half hour unpaid lunch break for each eight (8) hours worked. In cases where employees are required to support a person supported during the lunch period, the one half (1/2) hour lunch period will be paid.

(b) If operational requirements need to be met, and if the assignments are not on a regular or continuing basis, part-time employees may work up to sixty-

four (64) hours averaged over a two (2) week period. If the above conditions are met the Union and the employee agree not to assert the right to full-time entitlements under Article 1.

- 21.02 Work in excess of forty hours per week shall be paid at the rate of time and one-half (1½) for all hours worked in excess.
- 21.03 Having regard to the needs of the person supported, full-time employees may have every other weekend off as well as having consecutive days off.
- 21.04 Employees shall be given forty-eight (48) hours notice whenever possible and contacted personally whenever possible if changes in schedules are made.
- 21.05 Hours of work shall be scheduled to allow for twelve (12) hours between shifts, unless mutually agreed between the employer and employee.
- 21.06 Current practises with respect to rest periods shall be maintained.
- 21.07 The employer will pay for courses it has determined to be mandatory and employees will be paid at their regular rate of pay for mandatory staff meetings and mandatory training and the Employer will pay for course materials.
- 21.08 **Job Sharing**
 - (a) Full-time employees or the Employer may propose a job sharing arrangement, and if agreed to by the Union and the Employer, it shall be implemented.
 - (b) Employees who enter into such a job sharing arrangement shall continue to be included in the bargaining unit as regular part-time employees notwithstanding the recognition provisions of the Collective Agreement, and this Paragraph 2 shall in no way be deemed to constitute an amendment of the recognition clause in the Collective Agreement, and unless modified by this Article, all terms and conditions of the Collective Agreement shall continue to apply.
 - (c) Two employees sharing one full-time position shall receive wages at the straight full-time hourly rate plus prorated benefits and holidays. It is the parties' objective to ensure that two employee's job sharing one full-time position shall not receive any benefits which would be superior individually or cumulatively to that which a non-sharing full-time employee would individually receive.
 - (d) Such proposal shall be limited to splitting one full-time position into two parts. The total number of full-time positions allowed to job share will be a maximum of 10% (to the next full-time position) of full-time equivalent positions and will be at the sole discretion of the Employer.

- (e) Individuals who are presently working full-time and wish to make application to job share shall do so in writing to their Supervisor. The applicant's portion of the position will not be posted, but the remainder of the original shall be posted as per the Collective Agreement. A successful applicant shall meet with the Supervisor to discuss the job sharing arrangements. The employee may be accompanied to the meeting by a Union representative.
- (f) If the number of applicants to job share is greater than is acceptable to the Employer the decision of which job(s) is (are) to be shared shall be based upon the seniority of the applicants, with the most senior given preference, subject to any applicant having the qualifications to perform the share job to the Employer's normal standards.
- (g) If one of the job sharers permanently vacates his position, for whatever reason, and the job shared position reverts to full-time, then the remaining job sharer shall assume the full-time position if he/she so desires and if he/she was a Full-Time employee when he/she entered into the job sharing agreement. If job sharing is to continue, then the vacancy shall be posted according to the Collective Agreement. If the vacancy is not filled successfully, the remaining job sharer shall have a final opportunity to assume the non-shared full-time position if he/she was a Full-Time employee when he/she entered into the job sharing agreement. If he refuses, it will then be posted as full-time as per the Collective Agreement. The job sharing employee could be reassessed to hire as regular part-time if agreed to by the Union and the Employer. If one of the job sharers temporarily vacates his position for a leave of absence of more than sixty (60) consecutive calendar days, the remaining job sharer shall have the opportunity to assume the full-time position until the return of the other job sharer. However, if the remaining job sharer declines to assume the full-time position then the Employer may fill the job shared position on a temporary basis.
- (h) An employee participating in job sharing who desires a posted full-time position must apply through the posting provisions of the Collective Agreement when such positions become available.
- (i) Posted schedules for job shared positions will be identical to the full-time positions they replace.
- (j) Job sharers will have the option of determining between themselves which portion of the work schedule they will work. If the job sharers are unable to agree on the hours they will work within five (5) working days of the creation of the shared job, the Employer shall schedule such work and the job sharers shall work in accordance with the posted schedule.
- (k) The seniority and service accruals of an employee participating in a job sharing arrangement shall continue to accrue in accordance with hours paid.
- (l) Job sharers shall have the option of exchanging shifts with other full-time or regular part-time employees as long as the Supervisor is notified in advance.

The responsibility for the staffing of such shift shall remain with the employee originally scheduled for such shift. No premium payment shall result from the exchange or replacement of shifts by job sharers.

- (m) Any difference that may arise from the implementation of job sharing shall be discussed by the parties at an Employer/Employee Relations Committee meeting. If no agreement can be reached between the parties, the particular job sharing arrangement involving specific employees which was the subject of the difference shall cease to exist, and Paragraph 7 herein shall thereupon become applicable with respect to the employees concerned.
- (n) The Employer or the employee may discontinue job sharing with thirty (30) calendar days' notice to the other party, or such other notice as may be agreed to by the parties. In such instances Paragraph 7 herein shall thereupon become applicable with respect to the employees concerned.

21.09 Posting Schedule

The scheduled hours and days of work of each employee shall be posted at least one (1) month in advance.

ARTICLE 22 – ON-CALL AND CALL-IN

22.01 An employee on-call, shall receive seven dollars and fifty cents (\$7.50) for each four (4) hours he/she is expected to remain on-call.

22.02 A full-time employee who is called-in on a day off, or after having left following the end of his/her shift, shall be paid at the rate of time and one-half (1½) their regular rate of pay for the duration of the call-in.

ARTICLE 23 – WORKING CONDITIONS

23.01 The Employer shall compensate employees for reasonable expenses incurred for damage to personal belongings occurring as a result of their employment with the Employer. It is expected that employees will wear moderately priced items to work.

23.02 The Employer shall maintain the level of liability insurance provided on January 1, 1999 to protect employees in accordance with the terms of the policy.

23.03 In the event a pregnant employee is assigned to a location requiring the performance of duties which may be hazardous to the pregnancy, she may request and wherever possible be granted transfer to an alternate location for the duration of her pregnancy.

23.04 Part-time or casual employees, in accordance with Article 12.01b, shall be given the first opportunity to replace full-timers, and shall be returned to their former

status at the end of the temporary assignment. During the temporary assignment, the employee shall maintain part-time benefits.

- 23.05 The Employer confirms that it will not utilize part-time employees to dilute the full-time complement but retains the right to utilize part-time employees where needs of clients dictate.

ARTICLE 24 – GENERAL

24.01 Personnel Files

An employee shall have the right to access and review his/her personnel file upon giving reasonable notice to the Executive Director or his/her designee. The employee shall be notified of any disciplinary notations and shall have the right to respond to any documents in the personnel file and such reply shall become part of the personnel file.

Disciplinary notations shall, upon the request of the employee, be removed from the employee's personnel record after eighteen (18) months. Such removal shall take effect providing that the employee has been discipline free from any infraction for a period of eighteen (18) months.

24.02 (a) Job Description

Each employee shall be entitled to a copy of their job description.

(b) Changes in Classification

In the event that a new position is created or when there have been substantial changes to an existing classification the Employer shall set a wage rate for the new or changed classification. The Employer shall notify the Union of the change. If no formal protest is lodged in writing to the Employer by the Union within two (2) weeks of the date of such notice having been forwarded to the Union, it shall be deemed to have become a modification of Appendix "A" attached hereto.

If the Union wishes to protest the wage rate, a meeting shall be scheduled for the purpose of resolving the difference. If such difference is not resolved in this manner, then the Employer's decision shall stand for the purpose of continuing to have the work performed and the dispute shall be submitted to an Arbitration Board within twenty (20) days. The jurisdiction of the Board of Arbitration shall be limited to establishing the appropriate wage rate for the new or changed classification. The new wage rate shall become retroactive to the date of filling the position.

- 24.03 The Employer will pay for the series of Hepatitis B injections upon the written request of an employee.

ARTICLE 25 – TERM OF AGREEMENT

25.01 This Agreement shall be effective from April 1, 2022 until March 31, 2026, and shall continue in effect from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement.

SIGNED at Strathroy, this 30th day of January 2024.

FOR THE UNION

Cheryl Asif
John M. Zick
Christopher Johnson
Mike Schalk
James Webb
Joe
Jim

FOR THE EMPLOYER

Shirley Kroll

APPENDIX "A"

Full-time	Increases	\$0.75	\$0.30	\$0.25
Outcome Support Facilitator	Apr 01/2022 to Mar 31/2023	Apr 01/2023 to Mar 31/2024	Apr 01/2024 to Mar 31/2025	Apr 01/2025 to Mar 31/2026
0 - 487½ hours	\$26.22	\$26.97	\$27.27	\$27.52
488 - 1950 hours	\$27.02	\$27.77	\$28.07	\$28.32
1951 - 3900 hours	\$27.82	\$28.57	\$28.87	\$29.12
3901 hours & beyond	\$28.68	\$29.43	\$29.73	\$29.98

Full-time Asleep	\$19.90	\$20.65	\$20.95	\$21.20
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Part-time				
Outcome Support Facilitator	Apr 01/2022 to Mar 31/2023	Apr 01/2023 to Mar 31/2024	Apr 01/2024 to Mar 31/2025	Apr 01/2025 to Mar 31/2026
0 - 487½ hours	\$23.06	\$23.81	\$24.11	\$24.36
488 - 1950 hours	\$23.73	\$24.48	\$24.78	\$25.03
1951 - 3900 hours	\$24.63	\$25.38	\$25.68	\$25.93
3901 hours & beyond	\$25.40	\$26.15	\$26.45	\$26.70

Part-time Asleep	\$18.30	\$19.05	\$19.35	\$19.60
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****Part-time Employees-
1% In Lieu Benefits****

Signing bonus for current active employees:

- (a) \$700.00 for employees working 1500 – or more hours
- (b) \$500.00 for employees working 800 – 1499 hours
- (c) \$250.00 for employees working 350 – 799 hours
- (d) \$50.00 for employees working up to 349 hours

SIGNED at Strathroy, this 30th day of January 2024.

FOR THE UNION

Shail Asif
AMZ
Christopher
Mike S. L. L.
James Web

FOR THE EMPLOYER

Sherrin Kroll

APPENDIX "B"

A. FULL-TIME EMPLOYEE BENEFITS

- (i) The Employer will continue its present practice of making premium payments on behalf of its full-time employees for the following benefits:

Short Term Disability
 Vision Care
 Dental, ODA Fee Schedule 2023
 Drug Plan
 Life and Accidental Death Insurance
 Spouse and Dependent Life Insurance

- (ii) Full-time employees shall pay 100% of the premium for Long Term Disability benefits.
- (iii) Notwithstanding Article 16.01 a full-time employee on an authorized leave of absence due to illness or non-compensable or compensable accident shall continue to have the premium cost of the benefits paid at one hundred (100%) percent by the Employer for the first eighteen (18) months. Thereafter, providing that the employee provides the Employer with post-dated cheques representing twenty-five (25%) percent of the premium cost, the Employer will pay seventy-five (75%) percent of the premium costs for an additional six (6) months. After the expiration of the twenty-four (24) months, the Employer's obligation to make premium payments will cease altogether.

At the expiration of the 12th month the Employer agrees to notify the employee in writing that they will be required to pay 25% towards the premium cost of the benefits. At the end of the 18 months the Employer will notify the employee in writing that premium payments will cease altogether at the end of the 24th month.

SHORT TERM DISABILITY

2/3rds of weekly earnings up to 60% of UIC maximum weekly insurable earnings, commencement in accordance with policy.

VISION CARE

\$300.00 maximum

DENTAL

ODA Fee Schedule 2023

\$25.00 single / \$50.00 family deductible

Dental visits every nine (9) months.

DRUG PLAN

\$25.00 deductible

LIFE AND ACCIDENTAL DEATH INSURANCE

Two (2) times annual earnings to a maximum of \$150,000.00

SPOUSE AND DEPENDENT LIFE INSURANCE

Spouse - \$10,000.00

Children - \$5,000.00

LONG TERM DISABILITY

2/3rds of monthly earnings commencing on 121st day of disability to a maximum of \$2,000.00 per month.

B. PART-TIME EMPLOYEE BENEFITS

The Employer agrees to make premium payments on behalf of its part-time employees for life insurance benefits only in the amount of one (1) x annual earnings to a maximum of \$150,000.00.

- C. It is understood that the Employer is only responsible for making the premium payments. All other matters are subject to and governed by the terms and conditions set down by the Insurer and set out in the Insurance Booklets provided to the employees. These terms and conditions are not a part of the Collective Agreement and are not subject to Grievance or Arbitration.

Employee Assistance Program- all employees are entitled to access EAP

Dated at Strathroy this 30th day of January, 2024.

FOR THE UNION

FOR THE EMPLOYER

Theriel Asif
Stato
Christopher Wilson
Mike Schalk
Thomas Wals

Shirley Knoll

APPENDIX "C"**LETTER OF UNDERSTANDING – CLIENT VACATIONS**

Where an employee accompanies a person supported on vacation, notwithstanding applicable provisions of the Collective Agreement, the employee shall be paid by the agency a lump sum daily wage of one hundred and seventy-five dollars (\$175) per day in lieu of wages and overtime.

Dated at Strathroy this 30th day of January, 2024.

FOR THE UNION

FOR THE EMPLOYER

John Asif
At 10-20

Shawn Kroll

Chantasha Wilson

Mike Schiflik

Thomas Wata

LETTER OF UNDERSTANDING – VACATION REQUESTS

Employees who are entitled to vacation must submit to their employer their vacation requests in writing prior to March 31 in any year.

Employees who are entitled to vacation and wish to take their vacation prior to March 31st, will submit their request in writing a minimum of thirty (30) days before their requested vacation date.

An employee will receive a written response to his/her written request within two (2) weeks.

Dated at Strathroy this 30th day of January, 2024.

FOR THE UNION

FOR THE EMPLOYER

Shahid Asif
MAZ

Sherin Kroll

Christopher Sullivan

Mike Schick

Chris Wicks

LETTER OF UNDERSTANDING – RESPONSIBILITY PAY

Where a Manager is absent from the work location and an employee is requested by the Manager to take over some of the responsibilities of a manager while she/he is absent from the work location, the employee will receive a payment of twenty-five dollars (\$25.00) per shift.

Dated at Strathroy this 30th day of January, 2024.

FOR THE UNION

Sheryl Asif
John Smith
Christopher Miller
Mike Schlegel
James W. Lee

FOR THE EMPLOYER

Sheryl Kroll

LETTER OF UNDERSTANDING – BILL 124

Should the Government of Ontario allocates funding to the Employer for additional compensation due to Bill 124 being declared unconstitutional, the parties agree to meet and negotiate in good faith any compensation adjustment.

Dated at Stathway this 30th day of January, 2024.

FOR THE UNION

Abdullah Asif
Mike Zito
Christopher Miller
Mike Sclafani
Thomas Wola

FOR THE EMPLOYER

Sherin Kosee

