

COLLECTIVE AGREEMENT

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL 511

AND

SURREY PLACE CENTRE

EFFECTIVE

APRIL 1, 2000 to MARCH 31, 2003

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# COLLECTIVE AGREEMENT

BETWEEN

SURREY PLACE CENTRE  
(Hereinafter referred to as the "Employer")

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION**  
LOCAL, 511  
(Hereinafter referred to as the "Union").

## PREAMBLE

1. The purpose of this Agreement between the Employer and the Union is to establish and maintain:
  - (a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement;
  - (b) a procedure for the prompt and equitable handling of grievances and disputes.

The parties, therefore, agree as follows:

## **PART A - WORKING CONDITIONS**

### **ARTICLE 1 - RECOGNITION**

- 1.1 In accordance with the Labour Relations Act, the Employer recognizes the Ontario Public Service Employees Union as the exclusive collective bargaining agent for all employees of the Employer employed in the Province of Ontario, save and except managerial employees, persons employed in a confidential capacity with respect to labour relations, students employed during regular vacation periods or on cooperative educational training programs and persons referred to in Article 21.1 (Term Employees) herein.

### **ARTICLE 2 - APPLICABILITY TO PART-TIME EMPLOYEES**

- 2.1 All provisions of this collective agreement are applicable to part-time employees on a pro rata basis unless the contrary is stated. The parties agree that the pro-rating of time periods or monetary provisions shall be calculated by multiplying the time period or monetary amount in question by a fraction, the numerator of which is the part-time employee's regularly-scheduled weekly hours and the denominator of which is the full-time weekly hours of an employee in the same position.

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

- 3.1 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 (OHRC).

### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

- 4.1 There shall be deducted from the regular bi-weekly pay of every employee a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union.
- 4.2 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union, Head Office, to the attention of the Director of Finance, as soon as possible following the pay period for which the deduction was made, but not later than the fifteenth (15th) day of the month following. Accompanying this remittance will be a list containing the name of each employee for which dues have been deducted; the salary level upon which the dues calculation was based; the dues remitted on behalf of each employee and the time period for which the remittance is being made. A copy of the list containing the name of each employee for which dues have been deducted shall be provided concurrently to the Local President at Surrey Place Centre on a monthly basis.
- 4.3 The Union must advise the Director of Finance, Surrey Place Centre, in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 4.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.1 Except and to the extent specifically modified by this Agreement, all rights of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include, but shall not be confined to the right to:
- (a) maintain order, discipline and efficiency,
  - (b) make and enforce and alter from time to time reasonable rules and regulations to be observed by all employees.
  - (c) hire, assign duties, promote, demote, evaluate according to the Joint Job Evaluation System, layoff, recall, retire, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.

- (d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees.
- (e) determine the qualifications of employees, the number of employees required by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area.

#### **ARTICLE 6 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS**

- 6.1 When a vacancy occurs for a bargaining unit position or a new position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. All applications will be acknowledged. Notice of vacancies shall be posted on bulletin boards.
- 6.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, the qualifications required, hours of work and the area in which the position exists.
- 6.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall govern.
- 6.4 **An** applicant who is invited to attend an interview with the employer shall be granted time off with no loss of pay and with no loss of credits to attend the interview.

#### **ARTICLE 7 - PAY ADMINISTRATION**

- 7.1 7.1.1 Promotion occurs when the incumbent in a position is assigned to another position with a higher maximum salary than their former position.
- 7.1.2 **An** employee who is promoted shall receive that rate of pay in the salary range of the new grade which is the next higher to their present rate of pay, except that:
  - where such a change results in an increase of less than three percent (3%), they shall receive the next higher salary rate again, which amount will be considered as a one-step increase;
  - a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary grade.
- 7.1.3 Where an employee:



- (a) at the maximum rate of a salary grade is promoted, a new anniversary date is established based upon the date of promotion;
- (b) at a rate less than the maximum rate of a salary grade is promoted and receives a promotional increase:
  - greater than a one-step increase, a new anniversary date based on the date of promotion is established;
  - of one step or less, the existing anniversary date is retained.

7.2 7.2.1 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is evaluated to a position with a lower maximum *salary*, an employee who occupies the position when the re-evaluation is made is entitled to salary progression based on merit to the maximum salary of the higher position including any revision of the maximum salary of the higher position that takes effect during the salary cycle in which the re-evaluation takes place.

7.2.2 **An** employee to whom the above section applies is entitled to be appointed to the first vacant position in their former salary grade.

7.3 Where a position is reassessed and is evaluated to a grade with a lower maximum salary, any employee who occupies the position at the time of the re-evaluation shall continue to be entitled to salary progression based on merit to the maximum salary rate of the higher position, including any revision of the maximum salary of the higher position that takes effect during the salary cycle in which the re-evaluation takes place.

7.4.1 Where, because of the abolition of a position, an employee is assigned from one position with the employer to another position with the employer, and the position to which they are assigned is in a salary grade with a lower maximum salary than the maximum salary for the salary grade of the position from which they were assigned, they shall continue to be entitled to salary progression based on merit to the maximum salary of the higher position including any revision of the maximum salary of the higher position that takes effect during the salary cycle in which the assignment takes place.

7.4.2 Sub-section 7.4.1 applies only where there is no position the employee is qualified for, and that they may be assigned to, and that is:

- (a) in the same salary grade that applied, to the employee's position before the position was abolished, or
- (b) in a position having the same maximum salary grade as the maximum salary rate of that applied to the employee's position before the position was abolished.

7.5 Where, for reasons of health, an employee is assigned to a position in a salary grade having a lower maximum salary, they shall not receive any salary progression or salary decrease for a period of six (6) months after their assignment, and if at the end of that period, they are unable to accept employment in their former position, they shall be assigned to a position consistent with their condition.

- 7.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate they were receiving at the time of demotion, effective from the date of their demotion.
- 7.7 It is understood that where an employee is assigned to a position pursuant to Section 7.4, 7.5 or 7.6, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.
- 7.8 When a new position is to be created or an existing position is to be revised, at the request of either party, the parties shall meet within thirty (30) working days to negotiate the salary range for the new or revised position, provided that should no agreement be reached between the parties, then the Employer shall set the salary grade for the new or revised position, subject to the right of the parties to have the rate determined in accordance with the procedures contained in the Joint Job Evaluation Manual.

#### **PAY RATES**

- 7.9 Effective November 2, 2000, the Employer agrees to pay the rates set out in Appendix 1, but for clarity, "salary" shall mean the employee's hourly rate.

#### **PART-TIME PAY RATES**

- 7.10 7.10.1 The "basic hourly rate" of pay for part-time employees is the basic hourly rate for the position.
- 7.10.2 The "weekly rate" of pay for part-time employees is the basic hourly rate times the applicable weekly hours of work.
- 7.10.3 "Weekly hours of work" shall be the average of the regularly scheduled weekly hours of a position over a period of four (4) consecutive weeks.

#### **JOB EVALUATION**

- 7.11 The parties have agreed to evaluate jobs jointly and shall do so in accordance with the Joint Job Evaluation Manual.
- 7.12 The employer may grant one (1) year's credit on the salary scale for every two (2) years related experience, to the job rate.

#### **ARTICLE 8 - TEMPORARY ASSIGNMENTS**

- 8.1 Where an employee is assigned temporarily to perform the duties of a position with a higher salary maximum for a period in excess of five (5) consecutive working days, they shall be paid acting pay for the position from the day they commenced to perform the duties of the higher position in accordance with the next higher rate in the higher position, provided that where such a change results in an increase of less than three percent (3%), they shall receive the next higher salary rate again.

- 8.2 When an employee is temporarily assigned to the duties and responsibilities of a position with a lower salary maximum where there is not work reasonably available for them in the position from which they were assigned, they shall be paid the lower applicable rate for the position to which they were assigned, after the expiration of ten (10) consecutive working days in such lower position.
- 8.3 When an employee is temporarily assigned to the duties and responsibilities of a position with a lower maximum salary where there is work reasonably available for them in the position from which they were assigned, they shall continue to be paid at the rate applicable to the position from which they were assigned.
- 8.4 This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 8.5 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, they shall retain their rights and obligations under the Collective Agreement as they pertain to their bargaining unit position.
- 8.6 8.6.1 Where an employee is assigned temporarily to a position, Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (i) the term of a temporary assignment is greater than six (6) months' duration, and
  - (ii) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 8.6.2 Except as provided in 8.6.1, in no case shall any provision of the collective agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

## **ARTICLE 9 - HOURS OF WORK**

- 9.1 Except as provided in Article 9.2, the hours of work for employees shall be thirty-six and one-quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day with a forty-five minute unpaid lunch.
- 9.2 The hours of work of employees in the Operations Division (Housekeeping, Stores and Maintenance) shall be forty (40) hours per week and eight (8) hours per day with a one-half (1/2) hour unpaid lunch.
- 9.3 Where the Employer adjusts the number of hours per week, the employee's weekly salary based on their basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.
- 9.4 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on their basic hourly rate shall be adjusted accordingly.

## 9.5 JOB SHARING

- 9.5.1 The parties agree that job sharing may occur where there is mutual agreement between the employees who wish to job share and the Employer.
- 9.5.2 It is agreed that job sharing results from two (2) employees sharing a full time complement position and that such position shall continue to be identified as a full time position.
- 9.5.3 Employees entering into a job sharing arrangement must be:
- (i) in the same job position/pay range;
  - (ii) in the same division;
  - (iii) equally competent in the position.
- 9.5.4 The Employer and employees shall mutually agree to the hours of work on the understanding that each employee will work fifty (50%) of the regular full time hours for the position but no less than fourteen (14) hours in any given week (averaged over a four (4) week period). It is agreed that hours of work shall not overlap.
- 9.5.5 Employees in a job sharing arrangement may be required to cover off one another's vacation period(s). Such employees will be paid at the straight-time rate except that Article 14 will apply with respect to hours in excess of 7 1/4 or 8.
- 9.5.6 Employees in a job sharing arrangement shall be accorded the working conditions and employee benefits contained in Part A and B of this Agreement, however, where applicable, they shall be pro-rated in accordance with the employee's hours of work.
- 9.5.7 In the event that one (1) employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason, the remaining employee will be offered the opportunity to assume the position on a full time basis. Every reasonable effort will be made to accommodate the remaining employee where she/he has pre-existing long term commitments.
- 9.5.8 If the remaining employee declines the full time opportunity, the position shall be posted and advertised as a full time vacancy, subject to the provisions of the Collective Agreement, and the remaining employee shall be given notice and exercise their rights under Article 25 (Job Security) of this agreement.
- 9.5.9 The Employer agrees to notify the Local President of all job sharing arrangements.

## ARTICLE 10 - DAYS OFF

- 10.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the Centre.
- 10.2 "Non-Working Day" means a day on which a regular part-time employee is not scheduled to work to complete their regularly scheduled hours.

## ARTICLE 11 - SHIFT SCHEDULES

- 11.1 **Shift** schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance they shall be paid time and one-half (1-1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the Centre's control.
- 11.2 Every reasonable 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 provided however, that if an employee is required to work before twelve (12) hours have elapsed they shall be paid time and one-half (1-1/2) for those hours that fall within the twelve (12) hour period.
- 11.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the Centre.
- 11.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.

## ARTICLE 12 - SHIFT PREMIUM

- 12.1 12.1.1 **An** employee shall receive a shift premium of sixty-five cents (65 cents) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-five cents (65 cents) per hour premium shall be paid for all hours worked.
- 12.1.2 Notwithstanding 12.1.1, an employee shall receive a shift premium of seventy-five cents (75 cents) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the seventy-five cents (75 cents) per hour premium shall be paid for all hours worked.
- 12.2 Notwithstanding 12.1.1 and 12.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- 12.3 **Shift** premiums shall not be considered as part of an employee's basic hourly rate.
- 12.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which they would otherwise be entitled to a shift premium.

## ARTICLE 13 - REST PERIODS

- 13.1 The present practice for rest periods in each shift shall be maintained.

## **ARTICLE 14 - OVERTIME**

- 14.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1-1/2) times the employee's basic hourly rate.
- 14.2 In this Article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off or on a non-working day.
- 14.3 14.3.1 Employees, including part-time employees, who perform authorized work in excess of seven and one-quarter (7-1/4) hours or eight (8) hours per day as applicable, shall be paid at the overtime rate.
- 14.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- 14.4 Employees, including part-time employees, who perform authorized work in excess of seven and one-quarter (7-1/4) hours or eight (8) hours per day as applicable, shall receive compensating leave of one and one-half (1-1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the Centre shall reasonably determine the time of the compensating leave.
- 14.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- 14.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.

## **ARTICLE 15 - CALL BACK**

- 15.1 **An** employee who leaves their place of work and is subsequently called back to work prior to the starting time of their next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1-1/2) times their basic hourly rate.

## **ARTICLE 16 - STAND-BY TIME**

- 16.1 "Stand-by time" means a period of time that is not a regular working period during which an employee keeps themselves available for immediate recall to work.
- 16.2 Stand-by time shall be approved in writing and such approval shall be given prior to the time the employee is required to stand by except in circumstances beyond the Employer's control.
- 16.3 Where an employee is required to stand by for not more than the number of hours in their normal work day, they shall receive four (4) hours' pay at their basic hourly rate.
- 16.4 Where an employee is required to stand by for more than the number of hours in their normal work day, they shall receive payment of one-third (1/3) of the stand-by hours at one and one-half (1-1/2) times their basic hourly rate.

## ARTICLE 17 - ON-CALL DUTY

- 17.1 "On-call duty" means a period of time that is not a regular working period, overtime period, stand-by period, or call-back period, during which an employee is required to be reasonably available for recall to work.
- 17.2 On-call duty shall be approved prior to the time the employee is required to be on call.
- 17.3 Where **an** employee is required to be on call they shall receive sixty-five cents (65 cents) per hour for **all** hours such employee is assigned to on-call duty.

## ARTICLE 18 - MEAL ALLOWANCE

- 18.1 18.1.1 **An** employee who continues to work more than two (2) hours of overtime immediately following their scheduled hours of work without notification of the requirement to work such overtime, prior to the end of their previously scheduled shift, shall be reimbursed for the cost of one (1) meal to four dollars (\$4.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- 18.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to their work place.
- 18.2 18.2.1 Cost of meals may be allowed only:
- 18.2.2 If during a normal meal period the employee is travelling on Centre business other than:
- (a) within twenty-four (24) kilometres of their assigned headquarters, or
  - (b) within the metropolitan area in which they are normally working;
- 18.2.3 If, in an unusual situation, the Director authorizes such payment;
- 18.2.4 **If**, in any recurring situation, the Director has authorized such payments because of the special nature of the assignments.
- 18.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- 18.4 The total cost of meals for each day is to be shown.
- 18.5 Before approving claims for meals, the manager should be satisfied that the charges are reasonable for the locality.
- 18.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Centre employees, they may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.

- 18.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

## **ARTICLE 19 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS**

- 19.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 19.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 19.3 The Centre shall provide employees in Maintenance and Stores with one (1) pair of safety boots every two (2) years.
- 19.4 The Centre shall provide and maintain appropriate apparel (pants, shirts and parkas or dresses) to employees in Maintenance, Stores and Housekeeping.

### **VIDEO DISPLAY TERMINALS**

- 19.5 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:
- (a) unaided visual acuity (letter chart test)
  - (b) refractive findings
  - (c) corrected visual acuity
  - (d) amplitude accommodation
  - (e) suppression
  - (f) muscle balance (near, one metre, distant)
  - (g) slit lamp biomicroscopy

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 19.6 19.6.1 A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.



19.6.2 Upon receipt of the written request specified in 19.6.1, the Employer shall where possible, assign the employee to a vacancy in the bargaining unit provided that she is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum. The assignment of a surplus employee to a vacancy, in accordance with Article 25 (Job Security), shall have priority over an assignment under this section.

19.6.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall have no application.

19.6.4 Where an employee is assigned, under 19.6.2, to a position with a lower salary maximum than the salary maximum of the position from which she was assigned, she shall be paid at the rate within the salary range of the position to which she has been assigned under 19.6.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.

19.6.5 Where it is not possible to assign an employee in accordance with 19.6.2, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence pregnancy leave of absence in accordance with Article 29.24 to 29.35 (Pregnancy/Parental Leave).

19.6.6 **An** employee who does not accept an assignment made in accordance with 19.6.2, may elect either to continue work in her original position or request leave of absence in accordance with 19.6.5.

19.7 Video display terminal work stations shall be equipped with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

## ARTICLE 20 - HOLIDAYS

20.1 **An** employee shall be entitled to the following holidays each year:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

**Any** special holiday as proclaimed by the Governor General or Lieutenant Governor

One (1) floating holiday to be scheduled by the Employer during the Christmas/New Year's season, plus one (1) floating holiday to be taken at a mutually agreeable time.

- 20.2 Except as provided in section 20.3 when a holiday specified in section 20.1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday or Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.
- 20.3 Those employees whose work schedules are subject to rotating work weeks which include scheduled weekend work on a regular or recurring basis shall have the Canada Day, Remembrance Day, Christmas Day, Boxing Day and New year's Day holidays designated as July 1st, November 11th, December 25th, December 26th and January 1st, respectively, and section 20.2 shall have no application to these employees in respect of these holidays.

### **HOLIDAY PAYMENT**

- 20.4 Where an employee is authorized to work and works on a holiday included under Article 20.1, they shall be paid at the rate of two (2) times their basic hourly rate for all hours worked.
- 20.5 In addition to any payment provided by Section 20.4, an employee shall receive the number of regularly scheduled hours pay as applicable at their basic hourly rate or compensating leave for the number of regularly scheduled hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- 20.6 When a holiday included under Article 20.1 coincides with an employee's scheduled day off and they do not work on that day, the employee shall be entitled to receive another day off.
- 20.7 Any compensating leave accumulated under sections 20.5 and 20.6 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employees vacation leave or regular day(s) off, if requested one (1) month in advance.
- 20.8 Any compensating leave accumulated under sections 20.5 and 20.6 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement between the parties.

### **ARTICLE 21 - TERM EMPLOYEES AND POSITIONS**

- 21.1 The parties agree that the employment of substitute or relief employees in the case of vacations, illnesses, leaves of absence and secondments of under one (1) year in duration shall not be governed by the terms of this collective agreement.
- 21.2 A term position means a position additional to the employer's established complement, which has a specified start and end date. This position can be full time (36-1/4 or 40 hours/week) or part-time.

- 21.3 If a term position is established and continues to be required on an ongoing basis for a period of not less than eighteen (18) months (1½ years) the term position shall be assimilated into the Employer's established complement within two (2) months of the eighteen month (18) anniversary date of the position. The parties agree that Post Doctorate and research grant funded positions shall be exempt from this provision.
- 21.4 Subject to the provisions of Article 21.1, a term employee means an employee who occupies a term position or is hired against an employment position which is temporarily vacant.
- 21.5 Articles 21.6 to 21.20 apply only to term staff, but are applicable to all term staff from the date of hire.

### WAGES

- 21.6 21.6.1 The rate of the equivalent position shall apply. If there is no equivalent position, the rate shall be set by the Employer and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.
- 21.6.2 Employees covered by this Section shall be entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the salary grade to which they correspond.

### OVERTIME

- 21.7 One and one-half (1-1/2) times the basic hourly rate shall be paid for authorized hours of work performed:
- (a) in excess of seven and one-quarter (7-1/4) or eight (8) hours per day, as applicable, where employees work a regular thirty-six and one-quarter (36-1/4) or forty (40) hours work week, as applicable, or
  - (b) in excess of the scheduled hours for employees who work on a regularly scheduled work day exceeding eight (8) hours, or
  - (c) in excess of the employees' regularly scheduled work week, or
  - (d) in excess of thirty-six and one-quarter (36-1/4) or forty (40) hours per week where employees do not have regularly scheduled work days.

### HOLIDAYS

- 21.8 A term employee shall receive a holiday with pay in accordance with the provisions of Article 20.5 on each of the days set out in Article 20.1 herein, which falls on a day that is a regularly scheduled work day for the employee provided that the employee works their last scheduled shift before and first scheduled shift following the holiday. Where an employee is required to work on any of these holidays, they shall be paid in accordance with the provisions of Articles 20.4, 20.5, 20.6, 20.7 and 20.8 herein.

## VACATION PAY

- 21.9 Four percent (**4%**) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

## ATTENDANCE CREDITS AND SICK LEAVE

- 21.10 21.10.1 Employees who work thirty-six and one-quarter (36 1/4) or forty (40) hours per week shall earn attendance credits of one and one-quarter (1-1/4) days for each calendar month of full attendance. Attendance credits may be used for protection purposes only in the event that an employee is unable to attend to their official duties by reason of illness or injury.

21.10.2 After five (**5**) days' absence caused by sickness, the Executive Director or their designee may request a medical certificate certifying that the employee is unable to attend to their official duties. Failure to provide such certificate upon request of the Employer will result in withholding of pay.

21.10.3 Notwithstanding sub-section 21.10.2, where it is suspected that there may be an abuse of sick leave, the Executive Director or their designee may require an employee to submit a medical certificate for a period of absence of less than five (**5**) days.

21.10.4 Any medical certificate requested by the Employer shall be paid for by the Employer.

## BEREAVEMENT LEAVE

- 21.11 An employee who is scheduled to work more than twenty-four (**24**) hours during a week and who would otherwise have been at work shall be allowed up to four (**4**) days of leave-of-absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-daughter, step-son, brother, sister, ward or guardian. However, in the event of the death of their sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent or grandchild, they shall be allowed only one (1) day's leave of absence.

## OTHER APPLICABLE ARTICLES

- 21.12 The following Articles shall also apply to Term Employees:
- Article 1 - Recognition
  - Article 2 - Applicability to Part-Time Employees
  - Article 4 - Check ~~OFF~~ of Union Dues
  - Article 12 - ~~Shift~~ Premium
  - Article 13 - Rest Periods
  - Article 16 - Stand-By Time
  - Article 17 - On-Call ~~Duty~~
  - Article 18 - Meal Allowance
  - Article 19.1, 19.7 - Health and Safety
  - Article 22 - Non-Pyramiding of Payments

Article 23 - Kilometric Rates  
Article 24 - Time Credits While Travelling  
Article 26 - Probationary Period and Seniority (Length of Continuous Service)  
Article 28 - Grievance Procedure  
Article 29.17 - Jury Duty  
Article 32 - Information to New Employees  
Article 42 - Employer Health Tax  
Article 52 - Term of Agreement

- 21.13 If a term position continues to be required beyond the original stated end date, or is terminated earlier than initially anticipated, the Employer shall provide the term employee with as much notice as possible, but not less than one (1) week's notice of renewal or, in the case of early termination, not less than the amount required by the Employment Standards Act.
- 21.14 Subject to the provisions of Article 21.13, herein, the Employer may terminate the contract at any time and the term employee shall not be entitled to grieve such termination.
- 21.15 In addition to the benefits provided under Articles 21.6 to 21.12, inclusive, herein, a term employee with eighteen (18) months' continuous service or more is entitled to the following benefits:
- (a) The benefits set out in Articles 39 to 51, inclusive; and
  - (b) Because employees with eighteen (18) months' continuous service or more are entitled to benefits under Article 48, such employees lose their entitlement to accrued but untaken sick leave;
  - (c) The Employer may terminate the contract for operational reasons and may decline to renew or extend the contract upon expiry and such decisions shall not be subject to the provisions of Article 28 (Grievance Procedure). A term employee with eighteen (18) months' service or more, however, may grieve the termination of the contract when such termination is for other than operational reasons and is not a result of a decision not to renew or extend the contract upon expiry.
- 21.16 Term employees shall not have the right of access to Articles 25 (Job Security) and 27 (Closure of Facilities) of this Agreement.
- 21.17 Term employees shall not be members of the Pension Plan unless eligible under the provisions of the Pension Benefits Act, 1987.
- 21.18 Where a term position is assimilated into the Employer's complement pursuant to Article 21.3 above, and where the term employee has eighteen (18) months' or more continuous service with the Employer, the term employee who is occupying the temporary position at the time of conversion shall be converted to the newly-created position and the provisions of Article 6 shall not apply.

- 21.19 Where a temporary position is assimilated into the Employer's career complement pursuant to Article 21.3 above, and if the temporary employee has less than eighteen (18) months' continuous service with the Employer, the position shall be open for a competition and posted in accordance with the provisions of Article 6.
- 21.20 When hiring for new term positions, employees who have prior experience with the Employer shall be given preference over other external candidates when all other factors, including funding source preference, are relatively equal.
- 21.21 For purposes of determining benefit entitlements under this Article, interruptions in service of six (6) months or less shall not be deemed to create a break in continuous service, subject to insurer restrictions.
- 21.22 The parties agree that part-time term employees shall become entitled to benefits in accordance with Article 21.15 after 2555 hours or 2819 hours, as applicable.

## **ARTICLE 22 - NON-PYRAMIDING OF PREMIUM PAYMENTS**

- 22.1 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.

## **ARTICLE 23 - KILOMETRIC RATES**

- 23.1 If an employee is required to use his/her own automobile on the Employer's business, the employee shall be reimbursed at the rate of thirty-two cents (32¢) per kilometre.
- 23.2 Kilometres are accumulated on the basis of a calendar year.
- 23.3 Correspondence to the effect that use of a privately owned automobile is not a term of employment is attached hereto as Appendix 2.
- 23.4 The Employer agrees to maintain the current charge for employee parking spaces at \$35.50 per month until April 1, 2001.

## **ARTICLE 24 - TIME CREDITS WHILE TRAVELLING**

- 24.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the Centre.
- 24.2 When travel is by public carrier, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.
- 24.3 When travel is by automobile and the employee travels directly from their home or place of employment, time will be credited from the assigned hour of departure until they reach their destination and from the assigned hour of departure from the destination until they reach their home or place of employment.

- 24.4 When sleeping accommodation is provided, the hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.
- 24.5 When an employee is required to travel on their regular day off or a holiday listed in Article 20 (Holidays), they shall be credited with a minimum of four (4) hours.
- 24.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

## **ARTICLE 25 - JOB SECURITY**

- 25.1 Where a lay-off may occur by reason of shortage of work or funds or the abolition of a position or other material change in organization, the identification of a surplus employee in the Centre and the subsequent assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this Article.
- 25.2 Where an employee is identified as surplus they shall be assigned on the basis of their seniority to a vacancy in the Centre within a forty (40) kilometre radius of their headquarters provided they are qualified to perform the work and the salary **maximum** of the vacancy is not greater than five percent (5%) above nor twenty percent (20%) below the maximum salary of their position, as follows:
- a vacancy which is in the same grade or position as the employee's grade or position;
  - vacancy in a position in which the employee has served during their current term of continuous service; or
  - another vacancy.
- 25.3 It is understood that for the purpose of Notice, Tuition Reimbursement and Separation Payments, layoff shall mean a permanent layoff.
- 25.4 The Employer agrees to notify the Local Union President, as far in advance as possible, but no less than **six (6)** weeks in advance of the expected date of implementation of a lay-off. Where the employer elects to provide pay in lieu of notice, the employer shall give the **union** as much notice as possible. In such circumstances, the Employer shall meet with the Union through the Employee/Employer Relations Committee to review:
- (a) potential alternatives which may include the utilization of other means in order to prevent or minimize the effects of the contemplated action;
  - (b) the method of implementation, i.e. bumping rights, and
  - (c) ways in which laid off employees can be assisted to find alternate employment.

## 25.5 NOTICE/PAY IN LIEU

Employees with fewer than four (4) years of service shall be entitled to six (6) weeks notice or pay in lieu thereof .

Employees with four (4) years of service or more, shall receive two (2) weeks notice of layoff or pay in lieu thereof per year of service to a maximum of eighteen (18) weeks.

Copies of such notice shall be provided to the Local Union President.

## 25.6 TUITION REIMBURSEMENT

Employees subject to such layoff shall be reimbursed, upon presentation of appropriate receipts for tuition fees to a maximum of \$2,000.00 from an approved education programme.

## 25.7 SEPARATION ALLOWANCE

Where an employee resigns within one (1) month after receiving notice, he/she shall be entitled to a separation allowance of one week's salary for each year of continuous service if the employee has less than five (5) years' service and two (2) weeks' salary for each year of continuous service, if the employee has five (5) or more years' service, to a maximum of eighteen (18) weeks, an employee receiving this pay has no entitlement to recall.

25.8 Where an employee is assigned to a vacancy in accordance with sub-sections 25.2, Section 7.4 of Article 7 (Pay Administration) shall apply.

25.9 **An** employee who does not attend a placement interview when requested by the Employer or who does not accept an assignment in accordance with sub-sections 25.2 shall be laid off and the provisions of Sections 25.10, 25.11 and 25.15 shall not apply.

25.10 Where an employee has not been assigned to a vacancy in accordance with sub-sections 25.2, they shall be subject to lay-off in accordance with the following applicable sections.

25.11 25.11.1 **An** employee who has completed their probationary period and who is subject to lay-off as a surplus employee, shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:

- (a) The Employer will identify the employee with the least seniority in the same salary grade in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, they shall be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee:



- (b) If no employee in the same salary grade has less seniority than the surplus employee, the Employer will identify the employee in the salary grade immediately below the salary grade in which the surplus employee is presently working who has the least seniority and if they have less seniority than the surplus employee, they **will** be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee;
- (c) Failing displacement under (a) or (b) the Employer will review salary grades in descending order until a position is found in which the employee with the least **seniority** has less seniority than the surplus employee. In that event such employee **will** be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee;
- (d) Notwithstanding the above, in the event that there are one or more employees in one or more salary grades in which the surplus employee has served during their current length of continuous service who have less seniority than the surplus employee, the surplus employee will displace the employee with the least seniority in the salary grade with the highest salary maximum (no greater than the current salary maximum of the surplus employee's salary grade) and provided that the surplus employee has greater seniority than the displaced employee hereunder, provided that the surplus employee is qualified to perform the work of such employee.

25.11.2 Any displacement shall be limited to a salary grade which has a salary maximum no greater than the maximum of the surplus employee's current position and Section 7.4 of Article 7 (Pay Administration) shall not apply.

25.12 The employee must indicate in writing to the Director of Human Resources their intention to displace another employee as far in advance as possible but not later than two (2) weeks in advance of their date of lay-off. If they do not indicate their intent to displace another employee within this period, they shall be deemed to have opted to be laid off and the provisions of Section 25.15 shall not apply.

25.13 Where the employee chooses not to exercise their rights under Section 25.11, they shall be laid off and the provisions of Section 25.15 shall not apply.

25.14 An employee who is displaced by an employee who exercises their right under Section 25.11 shall be declared surplus and the provisions of Article 25 shall apply.

25.15 25.15.1 Where a surplus employee has not been assigned to a vacancy in accordance with Section 25.2 and no displacement is possible under Section 25.11 and the employee is within the two (2) week period prior to their date of lay-off, they shall be assigned on a retraining basis to a vacancy subject to the following conditions:

- (a) Such assignments shall be made on the basis of seniority;

- (b) Such assignments shall be made during the two (2) week period prior to the employee's date of lay-off, where based on information in its records or as provided by the Union or the surplus employee, the Centre determines that the employee has transferable skills which would enable them to meet the normal requirements of the work of the vacancy within a maximum retraining period of forty (40) days:
- (c) Such assignments shall be limited to a salary grade which has a salary maximum no greater than the maximum of the surplus employee's current position and Section 7.4 of Article 7 (Pay Administration) shall not apply:
- (d) Where a surplus employee is assigned to a vacancy in accordance with 25.15.1, their date of lay-off shall be extended to accommodate the retraining period, up to a maximum of forty (40) days:
- (e) A surplus employee who has been assigned to a vacancy in accordance with 25.15.1 shall have no rights under Sections 25.2 or 25.11 following their original date of lay-off;
- (f) If, at the end of the retraining period, the surplus employee meets the normal requirements of the vacancy to which they have been assigned, they shall be confirmed in that vacancy;
- (g) If, at the end of the retraining period, the surplus employee does not meet the normal requirements of the vacancy to which they have been assigned, they shall be laid off without any additional notice under Section 25.11.

25.15.2 In 25.15.1 (b) and (d), days shall include all days exclusive of Saturdays, Sundays and designated holidays.

25.15.3 A surplus employee who does not accept an assignment in accordance with 25.15.1 shall be laid off.

25.15.4 Where an employee has been assigned under 25.15.1 to a vacancy in a salary grade with a salary maximum lower than the salary maximum of the salary grade they held immediately prior to such assignment and subsequently they are laid off in accordance with 25.15.1(g), any termination payments to which they may be entitled under Article 49 (Severance Payments) shall be based on the salary they were receiving immediately prior to the assignment under 25.15.1.

25.15.5 The assignment of a surplus employee to a vacancy in accordance with Section 25.2 shall have priority over an assignment under 25.15.1.

25.16 **An** assignment under this Article shall not be considered a promotion or a demotion.

25.17 Where an employee has been identified as surplus, reasonable time off with no loss of pay and with no loss of credits shall be granted to attend scheduled interviews for positions within the Centre, provided that the time off does not unduly interfere with operating requirements.

## 25.18 RECALL

25.18.1 Where a person who, prior to release, had completed at least one (1) year of continuous service, has been released and a position becomes vacant within one (1) year after their release, notice of the vacancy shall be forwarded to the person at least fourteen (14) days prior to the closing date of the competition and they shall be appointed to the vacancy if:

- (a) they apply therefore within the fourteen (14) days, and
- (b) they are qualified to perform the required duties, and
- (c) no other person who is qualified to perform the required duties and who has a greater length of continuous service applies for the vacancy pursuant to this subsection.

25.18.2 Appointment under 25.18.1 shall be limited to a salary grade which has a salary maximum no greater than the maximum of the position the person held when identified as a surplus employee and Section 7.4 of Article 7 (Pay Administration) shall not apply.

25.18.3 A person shall lose their rights under 25.18.1 when:

- (a) they do not attend a placement interview when requested by the Employer; or,
- (b) they do not accept an appointment in accordance with 25.18.1; or,
- (c) having accepted an appointment in accordance with 25.18.1, they fail to report for duty within two (2) weeks of receiving written notice of the appointment.

25.18.4 The assignment of a surplus employee to a vacancy in accordance with Sections 25.2 or 25.15 shall have priority over an appointment under 25.18.1.

25.18.5 Where an employee who has been released is reappointed under this Article to the same position or a position in the same salary grade which they occupied immediately prior to their release, they shall be reappointed at a rate within the salary grade applicable to the position that is equivalent to the salary grade at which they were paid immediately prior to their release.

25.18.6 Where a person who has been released is appointed under this Article to a position that is not the same as the position which they occupied immediately prior to their release, they shall be appointed at a rate within the salary grade applicable to the position commensurate with their qualifications and experience, including previous relevant service with the Centre.

25.19 It is understood that when it is necessary to assign surplus employees or appoint persons in accordance with this Article, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

25.20 25.20.1 Where it is necessary to release an employee who has completed their probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall be given to the employee affected and to the Union.

25.20.2 The matter will then be referred to the joint Employee-Employer Relations Committee of the parties to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the Employer action required to be taken.

**ARTICLE 26 - PROBATIONARY PERIOD AND SENIORITY  
(LENGTH OF CONTINUOUS SERVICE)**

26.1 **An** employee's length of continuous service will accumulate upon completion of a probationary period of six (6) months and shall commence:

- (a) from the date of appointment to a bargaining unit position for those employees with no prior service; or
- (b) for a regular part-time employee from the date on which they commenced a period of unbroken, part-time service, immediately prior to appointment to a regular part-time position at the Centre.

"Unbroken service" is that which is not interrupted by separation from employment at the Centre; "full-time" is continuous employment as set out in the hours of work schedules for the appropriate classifications; and "part-time" is continuous employment in accordance with the hours of work specified for the employee.

At the request of the employer, and upon two (2) weeks' notice, prior to the expiry date of such period, the parties may mutually agree to extend the probationary period. Such extension may be for any period which is mutually agreed, but shall not exceed six (6) months.

26.2 (a) Notwithstanding Article 26.1, where a regular part-time employee becomes a full-time employee any service as a regular part-time employee which forms part of their unbroken service with the employer shall be calculated according to the following formula:

$$\frac{\text{Weekly Hours of Work as a regular part-time employee}}{\text{Full-time hours of work for position (weekly)}} \times \text{Years of Continuous Service as a Part-time Employee}$$

Changes in the employee's weekly hours of work shall be taken into account.

Example:

- Weekly hours of work as a regular part-time employee = 6 years at 20 hours per week, and 2.5 years at 16 hours per week
- Full-time hours of work for position (weekly) = 40
- Seniority (Length of Continuous Service) on becoming a full-time employee

$$\frac{(20 \times 6 \text{ years})}{40} + \frac{(16 \times 2.5 \text{ years})}{40}$$

= 3 years + 1 year = 4 years

(b) Notwithstanding Article 26.1, where a part-time term employee becomes a full-time employee any service as a part-time term employee which forms part of their unbroken service with the employer shall be calculated according to the formula in Article 26.2 (a).

26.3 Where an employee has been released in accordance with Article 25 (Job Security) and rehired within two (2) years, the period of absence shall not be computed in determining the length of continuous service. However, periods of continuous service before and after such absence shall be considered continuous and are included in determining the length of continuous service.

26.4 Continuous service shall be deemed to have terminated if:

- (a) an employee resigns or retires; or
- (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
- (c) an employee is absent without leave in excess of five (5) consecutive working days; or
- (d) an employee is released in accordance with Article 25 (Job Security) and remains released for more than two (2) years.

26.5 The parties agree that the Employer will continue to maintain two (2) seniority lists, i.e. one for full-time employees and one for regular part-time employees, for all purposes. The method of calculating full-time seniority when a part-time employee becomes a full-time employee is set out in Article 26.1. It is further agreed that a full-time employee will maintain seniority when assuming a regular part-time position, and thereafter, shall accumulate seniority on a pro-rata basis.

## **ARTICLE 27 - CLOSING OF FACILITIES**

27.1 In the event that it is necessary to permanently shut down the Centre, a building, an operation or any other facility at any location, the employees involved at the facility in question shall receive as much advance notice as possible, but in any case shall be notified of the imminent closure not later than ninety (90) days in advance of the proposed shut-down.

- 27.2 Where the closing of a facility may result in surplus employees or where a reorganization results in a surplus of twenty (20) employees or more in a location, a committee shall be formed by the parties to provide for consultation and cooperation in order to minimize the adverse effects upon employees who have been identified as surplus to requirements.
- 27.3 The Union may be represented by up to three (3) employees at the location involved and the Centre agrees to grant leave with no loss of pay and with no loss of credits to attend committee meetings.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

- 28.1 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.
- 28.2 28.2.1 **An** employee who believes they have a complaint or a difference shall first discuss the complaint or difference with their supervisor within twenty (20) days of first becoming aware of the complaint or difference.
- 28.2.2 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days of the discussion, it may be processed within an additional ten (10) days in the following manner:

### **STAGE ONE**

- 28.3 28.3.1 The employee may file a grievance in writing with their supervisor. The supervisor shall give the grievor their decision in writing within seven (7) days of the submission of the grievance.

### **STAGE TWO**

- 28.3.2 If the grievance is not resolved under Stage One, the employee may submit the grievance to the Executive Director or their designee within seven (7) days of the date that they received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in Stage One, the grievor may submit the grievance to the Executive Director or their designee within seven (7) days of the date that the supervisor was required to give their decision in writing in accordance with Stage One.
- 28.3.3 The Executive Director or their designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor their decision in writing within seven (7) days of the meeting.
- 28.4 28.4.1 If the grievor is not satisfied with the decision of the Executive Director or their designee or if they do not receive the decision within the specified time the grievor may refer the matter to Arbitration within fifteen (15) days of the date they received the decision or within fifteen (15) days of the specified time limit for receiving the decision.

**28.4.2** As an alternative to a Board of Arbitration as constituted under Article **28.4.1** the parties may, by mutual agreement, appoint a Sole Arbitrator to resolve any dispute.

**28.4.3** The parties agree that, in the event of an arbitration under Article **28.4.1** herein, they shall appoint their representatives to the Board of Arbitration within fourteen (**14**) working days following receipt of notice of referral to arbitration.

**28.4.4** Should either party fail to appoint its representative within the fourteen-day period referred to in Article **28.4.3**, should the representatives fail to agree on a suitable Chairperson within fourteen (**14**) working days following the completion of the parties appointments or should the parties fail to agree to the appointment of a Sole Arbitrator under Article **28.4.2** within fourteen (**14**) working days following receipt of notice of referral to arbitration, either party may ask the Ministry of Labour to appoint a representative, Chairperson or Sole Arbitrator and that person shall be a representative, Chairperson or Sole Arbitrator for the purposes of hearing the grievance.

**28.4.5** The parties agree that each shall pay one-half the remuneration and expenses of the Chairperson of any Board of Arbitration or of any Sole Arbitrator appointed under this Agreement.

**28.4.6** The parties agree that a Board of Arbitration or Sole Arbitrator appointed to settle a grievance filed under the provisions of this Agreement has the authority to issue a final and binding decision related to any difference between the parties arising out of the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

**28.5** The employee, at their option, may be accompanied and represented by an employee representative at each stage of the grievance procedure.

**28.6** **28.6.1** **An** employee who is a grievor or complainant and who makes application for a hearing before a Board of Arbitration, Sole Arbitrator or the Ontario Labour Relations Board shall be allowed leave-of-absence with no loss of pay and with no loss of credits, if required to be in attendance by the Board or Tribunal.

**28.6.2** **An** employee who has a grievance and is required to attend meetings at Stage One and Two of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.

**28.6.3** This section shall also apply to the Union Steward who is authorized to represent the grievor.

**28.6.4** The Union shall advise the Executive Director, of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every six (**6**) months.

#### **LAYOFF**

**28.7** Where an employee files a grievance claiming improper layoff and the grievance is referred to Arbitration in accordance with **28.4**, the Union shall notify the Employer, in writing, at least three (**3**) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board.

## DISMISSAL

28.8 28.8.1 A claim by an employee who has completed their probationary period that they have been unjustly dismissed shall be filed as a grievance at the second step of the grievance procedure, provided that the claim is filed within twenty (20) days of the date of dismissal.

28.8.2 A probationary employee shall not have the right to grieve under this Article. Such standard amounts to a lesser standard than just cause in accordance with the provisions of the Labour Relations Act as amended by Bill 40.

## 28.9 **INSURED BENEFITS GRIEVANCE**

28.9.1 Where an employee has a complaint that they have been denied benefits pursuant to the insured benefits plans specified in Articles 39, **40, 41, 43** and **44**, they shall first discuss the complaint with their supervisor within twenty (20) days of first becoming aware of the complaint.

28.9.2 (a) If the complaint is not satisfactorily resolved by the supervisor within seven (7) days of the discussion, the employee may refer the complaint, in writing, to the Employee Benefits Committee established in Appendix 3 within an additional ten (10) days.

(b) Any referral to the Employee Benefits Committee under 28.9.2(a) shall include a release of information form (Appendix 4) completed, signed and dated by the employee.

(c) The Employee Benefits Committee shall consider the complaint and shall give the employee its decision in writing within sixty (60) days of the committee meeting at which the complaint is discussed.

28.9.3 (a) If the complaint is not satisfactorily resolved under 28.9.2, the employee may file a grievance in writing with the Executive Director or their designee within seven (7) days of the date they received the decision under 28.9.2(c). In the event that no decision in writing is received in accordance with the specified time limits in 28.9.2(c), the grievor may submit the grievance to the Executive Director within seven (7) days of the date that the Employee Benefits Committee was required to give its decision in writing in accordance with 28.9.2(c).

(b) A submission of the grievance to the Executive Director or their designee under this section shall be considered to be the second stage of the grievance procedure for the purpose of this Article.

28.9.4 For greater certainty, it is the Employer's obligation to pay its share of the billed premium for insurance coverage. Disputes about insurance coverage not already covered by the collective agreement must be addressed to the insurance carrier.



## 28.10 HARASSMENT/DISCRIMINATION PROCEDURE

28.10.1 All employees covered by this Agreement have a right to freedom from all forms of harassment or discrimination in the workplace by the Employer or agent of the Employer or by another employee.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Discrimination is as described in Article 2 - No Discrimination, as defined in section 9 (1) of the Ontario Human Rights Code.

28.10.2 Every employee covered by this Collective Agreement has a right to be free from:

- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

28.10.3.1 The time limits set out in Section 28.2.1 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

28.10.3.2 Where, at any time either before the making of a complaint or the filing of a grievance under Article 28, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or grievance under Article 28 shall be suspended until the employee is given notice in writing of the results of the investigation.

28.10.3.3 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in Article 28 to be presented to the supervisor may be presented directly to the Executive Director, or their designee.

28.10.4 Where it appears to the Board of Arbitration or Sole Arbitrator that an employee who is a griever under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the Board of Arbitration or Sole Arbitrator may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.

28.10.5 An employee who makes a complaint under this Article may be accompanied and represented by an employee representative 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 staff relations policy.

#### 28.11 JOB EVALUATION GRIEVANCE

**An** employee who alleges that their position is improperly evaluated shall follow the procedure set out in the Joint Job Evaluation Manual.

#### 28.12 UNION GRIEVANCE

Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the second stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

#### 28.13 GENERAL

Where a grievance is not processed within the time allowed or has not been processed by the employee *or* the Union within the time prescribed it shall be deemed to have been withdrawn.

28.14 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

28.15 The time limits contained in this Article may be extended by agreement of the parties in writing.

28.16 A Board of Arbitration or Sole Arbitrator shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

### ARTICLE 29 - LEAVE OF ABSENCE

#### 29.1 **Union Activities**

Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave-of-absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union, for the purpose of conducting the internal business **affairs of** the Union.

29.2 When an employee is elected as the Union's President or First Vice-president, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave-of-absence with pay shall be granted for the duration of the current term of office.

29.3 **During** the term of such leave-of-absence, the Union will reimburse the Employer for the salary paid to the employee on such leave-of-absence and contribute the Employer's share of contributions to the Hospitals of Ontario Pension Plan and the Canada Pension Plan. The Union will make the Employer's contributions to any prevailing health or other plans applicable to the elected employee and will make the Employer's contribution for Employment Insurance.

29.4 **On** completion of the employee's term of office, the President or First Vice-president may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave-of-absence extending beyond the initial term of office of the President or First Vice-president shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave-of-absence.

29.5 **Local Union Leaves**

Upon at least fourteen (14) days' written notice by the Union, leave-of-absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive days for each employee delegate for the purpose of attending the Annual Convention.

29.6 **Leave for Local President**

The President of the Local 511 shall be granted six (6) hours per month paid leave of absence for Local Union activities, provided that the leave shall not interfere with the adequate performance of their duties.

29.7 **Local Business Leave**

On the understanding that leaves under this Article will be limited to one (1) employee at any given time, it is agreed that a total of one hundred and eighty (180) days time off with pay and no loss of credits shall be given annually for the purpose of conducting the internal business of the local Union. Reimbursement to Surrey Place Centre by the Union shall be made upon receipt of an invoice from the employer.

29.8 **Demand Setting**

At the written request of the Union of at least fourteen (14) days, leaves-of-absence without pay but with no loss of credits shall be granted to an employee for the purpose of setting demands for negotiations. It is understood that such meetings will be held on Saturdays or Sundays and that the total time granted for each instance shall not exceed two (2) consecutive days for each employee.

29.9 **Negotiations**

Leave-of-absence with no loss of pay and will no loss of credits shall be granted to a member of the Union who participates in negotiations, conciliation or mediation, provided that not more than four (4) employees at any one time shall be permitted such leave for any one set of negotiations. Leaves-of-absence granted' under this sub-section shall include reasonable travel time. The Union shall make every reasonable effort to ensure a broad representation from all departments within the Centre,

29.10 Members of the Union granted leaves-of absence under sub-section 29.9 shall also be granted reasonable time **off** without pay but with no loss of credits to attend Union bargaining team caucus sessions held immediately prior to such negotiations, conciliation or mediation.

29.11 Employee Benefits Committee

Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in meetings of the Employee Benefits Committee as set out in Appendix 4, provided that not more than two (2) employees at one time shall be permitted such leave.

29.12 General

The employee shall discuss any required leave with the Manager at the earliest opportunity.

29.13 All requests for leave-of-absence permitted in these sections shall be sent to the Executive Director of the Centre. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.

29.14 Discretionary Leave - Without Pay

Leave-of-absence without pay and without accumulation of credits may be granted to an employee by the employer.

29.15 Discretionary Leave - With Pay

Leave-of-absence with pay may be granted by the Employer for special purposes, including, but not restricted to religious leave, personal matters and special or compassionate leave. Such leave shall not be unreasonably denied.

29.16 Leave - Foreign Intergovernmental

Leave-of-absence with or without pay may be granted to an employee for a period of one (1) year or more for the purpose of undertaking employment with the Government of Canada in connection with a foreign aid program or employment with a foreign government or other public agency.

29.17 Leave - Jury Duty

Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee may, at their option:

- (a) treat the absence as leave without pay and retain any fee they receive as a juror or as a witness; or
- (b) deduct the period of absence from their vacation leave-of-absence credits or their overtime credits and retain any fee they receive as a juror or as a witness; or
- (c) treat the absence as leave with pay and pay to the Centre any fee they have received as a juror or as a witness, provided that the Centre shall not be responsible for paying for more than six (6) months' such leave.

29.18 **Leave - Military Service**

The employer may grant leave-of-absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee for the purpose of Canadian Forces Reserve training.

29.19 **Leave - Credit Reports**

Employees shall be advised of the number of vacation and short-term sickness plan credits to which they are entitled twice yearly in January and June.

29.20 **Paternity Leave**

Leave with full salary and benefits of up to five (5) working days shall be granted to a male employee following the birth of their child. Leave of absence without pay for an additional one week shall be granted if so requested. For part-time employees, pay for the five-day period herein shall be pro-rated.

29.21 **Special and Compassionate Leave**

The Executive Director or their designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds. In cases of bereavement, it is understood that such leave will not be unreasonably withheld.

29.22 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

29.23 **Bereavement Leave**

**An** employee who would otherwise have been at work shall be allowed up to four (4) days leave-of-absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-child(ren), brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

29.24 **Pregnancy/Parental Leave**

Pregnancy leave is a leave of absence by reason of the employee's pregnancy.

29.25 Parental leave is defined as a leave of absence for a natural parent, a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as their own.

29.26 The leave-of-absence shall be in accordance with the provisions of The Employment Standards Act, as amended by the Employment Standards Amendment Act (Pregnancy Leave), 1990 and as amended.

29.27 **General**

For those employees other than probationary employees, seniority accrues during pregnancy, parental and adoption leave.

29.28 During pregnancy, or parental leave, the Employer shall continue to participate in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection and the Dental Plan unless the employee elects in writing not to do so.

29.29 During an employee's pregnancy leave or parental leave, the employer shall continue to make its contributions to the above mentioned plans unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

29.30 If requested, in writing, at least four (4) weeks prior to the date of expiry of the pregnancy/parental leave, an employee who has taken pregnancy leave shall be entitled to a leave-of-absence without pay of up to six (6) months. This leave of absence must be immediately taken consecutively to the pregnancy/parental leave otherwise the Employer deems it is not an entitlement and is not required to grant this leave of absence.

29.31 **An** employee returning from a leave-of-absence under section 29.26 or 29.30 shall be assigned to their former position and be paid at the step in the salary range that the employee had attained when the leave-of-absence was granted.

29.32 Notwithstanding Article 29.31, an employee who has been assigned in accordance with Article 19.7.2 and who returns from a leave-of-absence under this Article, shall be assigned to the position they occupied immediately prior to the assignment under Article 19.7.2 and be paid at the salary rate they had attained immediately prior to the assignment under Article 19.7.2.

29.33 **Supplementary Employment Benefits ("SEB") Plan**

**An** employee entitled to pregnancy or adoption leave under this Article, who provides the Employer with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to Section 30, Employment Insurance Act, 1971 or as amended shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.

29.34 In respect of the period of pregnancy and adoption leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

(a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the position, which the employee was receiving on the last day worked prior to the commencement of the pregnancy or adoption leave, and

(b) up to a maximum of fifteen (15) additional weeks' payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for the position which the employee was

receiving on the last day worked prior to the commencement of the pregnancy or adoption leave.

The Supplementary Employment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy or adoption leave.

29.35 Notwithstanding Article 29.34, where an employee assigned to a vacancy in accordance with Article 19.7.2 (Health and Safety - VDT's) is eligible to receive an allowance under this Article, and the salary rate the employee was receiving on the last day worked prior to the pregnancy leave is less than the salary rate the employee was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for the position which the employee was receiving on the last day worked prior to the assignment.

29.36 **Family Leave**

The Employer recognizes that employees have responsibilities and commitments involving the family and its well-being. In recognition of this fact, in the case of family circumstances, other than illness or injury to a child, which prevent an employee from reporting to work, an annual special family leave with pay of up to three (3) working days' duration may be granted at the discretion of the Employer. Requests for such leave will not be unreasonably withheld.

**ARTICLE 30 - PREPAID LEAVE PLAN (PLP)**

(a) **Eligibility**

Any permanent full-time employee having one (1) year's seniority within the Centre may apply in writing to participate in the PLP. Part-time or temporary employees are not eligible.

The parties agree that no more than five bargaining unit employees in total or one bargaining unit employee in each division shall be entitled to such leave at any one time.

(b) **Application**

(i) Written acceptance or denial with explanation will be forwarded to the applicant within sixty (60) days.

(ii) Approval of individual requests to participate in the PLP shall rest solely with the Employer, who shall in its discretion decide whether to grant such leave on the basis of whether such leave would impair its ability to service its clients. However, it is understood that such approval will not be unreasonably withheld. Applications shall be made on January 15th and July 15th in each year.

(c) Applications shall be on a first come first served basis, but where all other conditions for a leave have been met, the Employer will select from among competing applicants on the basis of seniority.

(d) Deferral Plan

The following shall constitute the PLP available:

Four (4) years' deferral of one-fifth(1/5) of annual salary in each calendar year ("Deferral Period") followed by one (1) year of leave ("the Leave").

(e) Written Agreement

Following the Employer's approval the employee and the Employer shall enter into a written agreement setting out the terms of the PLP agreed to in compliance with the conditions herein.

(f) Selection of Carrier

The parties agree that the one-fifth(1/5) of the employee's salary deferred in each year shall be deposited to an individual account maintained by the Centre for the employee in trust. All interest income accrued in a year on the funds deposited shall be paid to the employee in that year. The employee shall be liable to pay any income tax on the interest income attributable to the funds deposited.

(g) Terms and Conditions

The payment of salary and benefits during the deferral period and the one (1) year of leave shall be as follows:

(i) In each year of the Deferral Period, preceding the year of the Leave, the employee will be paid a reduced percentage of the annual salary, in accordance with Subsection (c) above. The remaining percentage of the annual salary and applicable allowances will be deferred and this accumulated amount shall be retained for the employee to finance the employee's year of leave.

(ii) Interest Rate

A statement of the account standing to the employee's credit will be sent to each employee yearly on the anniversary of entry into the **plan**.

(iii) Benefits Structuring

During the years of the PLP prior to the year of the leave, any benefits related to salary level shall be structured according to the salary the employee would have received during the deferral period had the employee not been in the PLP.

(iv) Premium Cost

**An** employee's coverage for the Benefits Plan and the Employer Health **Tax** in



effect immediately prior to the leave, will be maintained during the leave of absence at the employee's option, if eligibility conditions permit; however, all the premium costs of such plans shall be paid by the employee during the leave.

During the year of the program that the employee is on leave, any benefits related to salary level shall be structured according to the salary the employee would have received immediately prior to the leave had the employee not been in the PLP.

(v) Vacation

Absence on a PLP shall be counted as service for the purpose of determining vacation entitlement, but shall not be counted as service for the purpose of determining severance pay entitlement. During the year preceding and the year following the leave, but not during the leave itself, the employee will receive full vacation and holiday benefits in accordance with this Agreement as if employment had been continuous and not interrupted by the year of the leave.

(vi) Seniority

During the year of the leave, seniority shall accumulate for the entire period of the leave. On return from leave, an employee will be assigned to their former position. However, if such changes have occurred as a result of funding which impacts on bargaining unit complements, provisions of Article 25 apply. During the year of leave, salary level will be adjusted in the same manner as for all bargaining unit members.

(vii) Payout

At the commencement of the year of the Leave, the Employer shall pay to the employee the monies standing to the employee's credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed ("Deferred Amount"). Other than the Deferred Amount, the employee shall not receive any salary or wages from the Employer or a person not dealing at arm's length with the Employer.

(viii) Abandoned Leave

If the employee does not commence the leave period within one year following the Deferral Period, the Deferred Amount must be paid to the employee before the end of that year.

(ix) Leave

The Leave shall be for a period of not less than **six** (6) consecutive months nor more than one (1) year.

(x) E.I.C. and C.P.P.

Employment Insurance Premiums ("EIC") will be based on gross salary during the Deferral Period and no EIC will be payable during the Leave. Canada Pension Plan premiums will be based on the employee's net salary during both the Deferral Period and the Leave.

(h) Withdrawal Rights

- (i) In the case of financial or other hardship and by mutual agreement, which shall not be unreasonably withheld, a participant may withdraw from the PLP any time prior to commencement of the leave.
- (ii) Anyone withdrawing from the PLP shall be paid a lump sum adjustment equal to monies deferred plus interest monies accrued to the date of withdrawal from the PLP. Payment shall be made within thirty (30) calendar days after withdrawal from the PLP.
- (iii) The Employer may up to two hundred and seventy (270) days prior to the commencement of the leave, postpone the leave, but the period of the postponement shall not exceed twelve (12) months. In this instance, a participant may choose to remain in the Plan or to receive payment as in (h (ii)) above.

(i) On Leaving Employment

Any participant who resigns, retires, is declared surplus or is terminated prior to commencement of the leave, shall cease to be a participant in the PLP, and shall receive payment as in sub-paragraph (h (ii)) above.

(j) Death Clause

Should the participant die while enrolled in the PLP, all monies accumulated plus interest accrued, will be paid to the estate. Every agreement entered into, shall state that monies paid to the estate of an employee under this section as a "right or thing" within the meaning of the Income Tax Act (Canada "Tax Act").

- (k) During each taxation year the participating employee's income tax liability shall be in accordance with the Income ~~Tax~~ Act and the amount of the withholding tax deducted at source by the Employer shall be based on monies actually received by the employee in each taxation year subject to the acceptance of the PLP by Revenue Canada, Taxation.

- (l) **An** employee must return to regular employment with the Employer after the Leave for a period that is not less than the period of the Leave.

- 31.1 The Employer agrees that performance appraisals or evaluations shall be done in a fair and equitable manner within sixty (60) days of the employee's anniversary date and that their primary purpose is professional development.

#### **ARTICLE 32 - INFORMATION TO NEW EMPLOYEES/PRINTING OF AGREEMENT**

- 32.1 ~~Information To New Employees~~  
Newly hired employees shall be informed in writing whether the employee's position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the local union steward which shall be provided as per sub-section 28.6.4 of Article 28 (Grievance Procedure).

#### 32.2 Printing of Agreement

(a) The Employer shall prepare any revised Collective Agreement and submit it to the union for review. The parties shall meet to sign the revised collective agreement within ninety (90) days of ratification.

(b) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, sufficient copies of this Agreement shall be printed by the Employer at the Centre with the cost of such printing to be shared equally by the Employer and the Union and distributed to the membership within 10 days of receipt of final signed document.

#### **ARTICLE 33 - EMPLOYEE/EMPLOYER RELATIONS COMMITTEE (EERC)**

- 33.1 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations.

- 33.2 33.2.1 The parties agree that a joint consultation committee composed of up to four (4) representatives from the Union and up to four (4) representatives of the Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this Agreement and on other matters of mutual interest.

33.2.2 The committee shall meet once every two (2) months, or more frequently, with the consent of the parties.

- 33.3 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity to the parties and shall have no power to alter, amend, add to or modify the terms of this Agreement.

#### **ARTICLE 34 - HEADQUARTERS**

- 34.1 This article applies to employees who do not attend at or work at or work from any permanent location in the course of their duties, but for whom a permanent facility or other place is designated as an employee's "headquarters" for the purposes of the provisions of this collective agreement and of various allowances which require a headquarters to be specified.
- 34.2 The employer may designate a headquarters when an employee is initially appointed to a

position, or when a position is filled by an employee in accordance with Article 6, Article 7, or Article 25 of this collective agreement. All job postings, notices and offers in relation to positions covered by this article shall include the designated headquarters for the position. This designation shall be the location considered by the employer to be the most convenient for the efficient conduct of the employer's business, having regard to the employer's projection of the location of the employee's work assignments for a period of two years. It is not a requirement that the designated headquarters be a facility whose functions are related to the work to be performed by the employee, and the employee's residence may also be designated as their headquarters. The Employer will supply to the Union, by December 30 of each year, a current list of headquarters designations for employees covered by this article.

34.3 By mutual agreement in writing between the employer and an employee, a new headquarters may be designated for an employee at any time, and by mutual agreement in writing between the employer and the employee a temporary or seasonal headquarters may be designated for a stated period, following which the previously designated headquarters will be reinstated unless it has been changed in accordance with this article.

34.4 The employer may change the headquarters of an employee covered by this article, if

- (a) the employee's residence has been designated as their headquarters and the employee subsequently initiates a change of residence; or
- (b) a location which has been designated as the employee's headquarters ceases to operate; or
- (c) the employee is assigned to a work location or work locations at least forty (40) kms. by road from their existing headquarters, and it is anticipated that the employee will continue to work in the area of the new work location or work locations for at least two (2) years.

34.5 Where the employer exercises its right to change the headquarters of an employee otherwise than by mutual agreement with the employee, the following procedure will apply:

- (a) The employer shall first give notice to the employee of its intent, and shall consult with the employee to determine the employee's interests and the employee's preferences as to the new headquarters location.
- (b) The employer shall determine the new headquarters location in a way which is equitable to both the employee and the employer.
- (c) The employee shall be given three (3) months notice of the change in designation of the headquarters.

34.6 Where it is necessary to identify which one or more of a group of employees is to be assigned to a new headquarters, the employees to be reassigned shall be identified by considering the qualifications, availability, and current location (home, closest facility and work location). Where qualifications, availability and location are relatively equal, length of continuous service shall be used to identify the employee to be reassigned.

- 34.7 Employees who relocate their residences because of a change in headquarters, other than a temporary or seasonal change, in accordance with this article, shall be deemed to have been relocated for the purposes of the Employer's policy on relocation expenses.

## **ARTICLE 35 - RETIREMENT**

- 35.1 **An** employee shall normally retire at the end of the month in which they reach age 65.

- 35.2 Extension of Employment beyond Normal Retirement Age:

Notwithstanding Article 35.1, an employee who is nearing age 65 may, by mutual agreement with the Employer, have their employment extended beyond the normal retirement age for a period ---- or by successive extensions --- for periods of time.

The concept of extension of employment beyond normal retirement age must be subject to the operational interests of the Centre and take into consideration employment opportunities for all of its employees.

- 35.3 Retirement Counselling

The Employer shall provide pre-retirement counselling programs aimed at assisting employees to prepare for changes in their work and life incidental to retirement. The Human Resource Department and the Finance Department will be available for advice and counselling for any employee nearing normal retirement age.

- 35.4 Benefits

During any period in which employment is extended beyond the age of 65, the Employer will continue to pay premiums for Supplementary Health and Hospital Insurance as per Article 43 and for Dental Plan benefits as per Article 44 contained herein.

Life insurance will be as provided as per Article 39.4 contained herein. The 'Short Term Sickness Plan (STSP) and Long Term Insurance Protection (LTIP) as defined in Articles 41 (LTIP) and 48 (STSP) will cease at the end of the month in which the employee turns 65.

## **ARTICLE 36 - REORGANIZATION**

- 36.1 **In** the case of reorganization of a department or division, the Employer shall consult with the Union in advance of reorganization.

## **ARTICLE 37 - STAFF TRAINING**

- 37.1 The Employer and the Union share a joint commitment towards the professional development and training of all bargaining unit members.

- 37.2 Where, **as** a result of operational requirements or changes, the Employer requires bargaining

unit members to develop new or greater skills, such members shall, at the Employer's expense, be provided with a reasonable opportunity to acquire such skills through an Employer-sponsored training program. Employees undertaking Employer requested training will maintain their salary and benefits during such training.

- 37.3 A regular employee with at least one (1) year of seniority, and who is actively at work, shall be eligible for reimbursement for up to 100% of the cost of tuition fees in connection with a recognized program that directly relates to the employee's job, provided an employee who seeks reimbursement obtains the Employer's consent prior to enrolling in such courses, such consent shall not be unreasonably withheld. Upon successful completion of the course, the Employer shall reimburse the employee for such expense, provided the employee submits proof of successful completion and a receipt for such expense.

## **PART B - EMPLOYEE BENEFITS**

### **ARTICLE 38 - APPLICATION OF PART B, EMPLOYEE BENEFITS**

- 38.1 Subject to the provisions of Article 21 (Term Employees), the benefits described in Articles 39 to 51 apply to all full time and regular part-time members of the bargaining unit represented by the Ontario Public Service Employees Union. However, part-time employees working fewer than fourteen (14) hours per week shall not be entitled to benefits.
- 38.2 In Articles 39 to 51, salary means gross earnings from weekly hours of work, exclusive of premium payments.
- 38.3 For the purposes of Part B (Insured Benefits) of this collective agreement, "spouse" shall include a partner of the same sex.

### **ARTICLE 39 - BASIC LIFE INSURANCE**

- 39.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.
- 39.2 The basic life insurance plan shall provide:
- (a) coverage equal to seventy-five percent (75%) of annual salary or ten thousand dollars (\$10,000), whichever is greater:
  - (b) where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.
  - (c) a conversion option for terminating employees to be obtained without evidence of

insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insurance carrier.
2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1 above.
3. A term to age sixty-five (65) insurance plan.

39.3 The amount of basic life insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).

39.4 Basic life insurance will terminate at the end of the month in which an employee ceases to be an employee unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Hospitals of Ontario Pension Plan (HOOPP) are entitled to free coverage of two thousand dollars (\$2,000) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life. For the employee extending retirement beyond age 65, the Employer will pay the premium for the \$2,000 coverage.

#### **ARTICLE 40 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE**

- 40.1 (a) Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
- (b) The employee's Supplementary Life Insurance provides:
- (i) a waiver of premium on disablement to become effective after nine (9) months continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee:

(ii) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in sub-section 39.2(c) of Article 39 (Basic Life Insurance).

40.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary, subject to proof of insurability when required by the insurer, from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee, at their option, may maintain the insurance coverage at the former higher level.

40.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age 65, on the first day of October following the employee's 65th birthday, except where coverage is provided under total disability, as described in 40.1(b)(i) above.

40.4 (a) Employees, at their option, may purchase life insurance for dependants in one of two manners: **Option A:** one thousand dollars (\$1,000) on the employee's spouse **and** five hundred dollars (\$500) on each dependent child, or **Option B:** two thousand dollars (\$2,000) on the employee's spouse and one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.

(b) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age 65, the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.

(c) Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance,

(d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are dependent.



40.5 **An** employee who applies to purchase or increase this insurance including increases pursuant to Article 40.2, at any other time must provide evidence of insurability satisfactory to the insurer.

**ARTICLE 41 - LONG TERM INCOME PROTECTION (L.T.I.P.)**

41.1 The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection Plan.

41.2 41.2.1 The Long Term Income Protection benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

41.2.2 The Long Term Income Protection benefit to which an employee is entitled under 41.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workers' Compensation benefits paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the employee reaches age 65.

41.2.3 Long Term Income Protection benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled.

41.2.4 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform any and every duty of their normal occupation during the qualification period, and during the first twenty-four (24) months of benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform any and every duty of any gainful occupation for which they are reasonably fitted by education, training or experience.

41.3 The Employer will continue to make pension contributions and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a W.S.I.B. award.

41.4 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.

41.5 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be an employee. If the employee is totally disabled on the date their insurance terminates, they shall continue to be insured for that disability.

41.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related-cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.

41.7 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual

basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience, The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.

- 41.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of their earnings as at the date of commencement of total disability.
- 41.9 Employees while on rehabilitative employment with the employer will earn vacation credits as set out in Article 46 (Vacations and Vacation Credits).
- 41.10 (a) When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full-time employment, the provisions of Article 25 (Job Security), with the exception of section 25.8, shall apply.
- (b) **An** employee who is assigned, under this section, to a vacancy in accordance with sub-sections 25.2 of Article 25 shall, for a period of **six** (6) months, be paid at the same step they had attained in the salary range of the position they occupied prior to disability. At the end of that period they shall be paid at a rate within the salary range of the position to which they have been assigned.

#### **ARTICLE 42 - EMPLOYER HEALTH TAX**

- 42.1 The Employer shall pay one hundred percent (100%) of Employer **Tax** levied on employee earnings.

#### **ARTICLE 43 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE**

- 43.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.
- 43.2 The Supplementary Health and Hospital Plan shall provide for the reimbursement of the cost **of** prescribed drugs and medicines by means of **a** prescription drug card with a 35 cent deductible per prescription, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of seventy-five dollars (\$75) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following **services**:
- (a) Charges for accommodation, for employees 65 and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;

- (b) Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
- (c) Charges for private-duty nursing in the employee's home, by a registered nurse who is not ordinarily resident in the employee's home, and who is not related to either the employee or their dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care:
- (d) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licensed and practising within the scope of their licence), to a maximum of eighteen dollars (\$18) per visit for each visit not subsidized by O.H.I.P.:
- (e) Charges for the services of a psychologist or social worker up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;
- (f) Artificial limbs and eyes, crutches, splints, casts, trusses and braces;
- (g) Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost;
- (h) Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (i) Oxygen and its administration;
- (j) Dental services and supplies, provided by a dental surgeon within a period of eighteen (18) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- (k) Hearing aids and eyeglasses, if required as a result of accidental injury;
- (l) Charges for services of physicians, surgeons and specialists legally licensed to practise medicine which, when provided outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule.
- (m) Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).

43.2.1 The Employer agrees to pay 50% of the monthly premiums of vision care and

hearing aid coverage under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a \$10.00 (single) and \$20.00 (family) deductible in any calendar year and provides for vision care (maximum \$250 per person in any 12 month period) and the purchase of hearing aids (maximum \$200 per person every five (5) years for the employee and dependents) as per the employee booklet.

**43.2.2** The Union agrees that the Employment Insurance rebates of bargaining unit members are to be assigned to the Employer to defray the cost of increases in coverage for semi-private hospital coverage and coverage for services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur.

**43.3** It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or their dependent is confined to hospital on the date their Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date their dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

**43.4** Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives their last pay from the Employer, except as provided in section 41.3 of Article 41 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the Human Resources Office. The employee shall pay the full premium.

## **ARTICLE 44 - DENTAL PLAN**

### **BENEFITS**

**44.1** (a) This plan provides for basic dental care and includes such items as examinations, consultations, specific diagnostic procedures, x-rays, preventive services such as scaling, polishing, and fluoride treatments, fillings, extractions, anaesthesia services, periodontal services, endodontic services and surgical services, as well as prosthodontics services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

(b) (i) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.

(ii) The Employer shall pay the full premiums under this plan on the basis of ninety percent/ ten percent (90%/10%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee ninety percent (90%) based on the current Ontario Dental Association Schedule of Fees.

(c) The Employer agrees to pay one hundred percent (100%) of the monthly

premium, for services relating to dentures and crowns on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a calendar year maximum benefit of two thousand dollars (\$2,000) for the insured employee and each eligible dependent.

- (d) Except for benefits described under Section 44.2 eligible dependents shall include spouse; unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-(25) years of age in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.

- 44.2 The Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), on the basis of fifty percent/ fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of two thousand dollars (\$2,000.00) for each such dependent unmarried child.

#### **ELIGIBILITY**

- 44.3 Employees are eligible for coverage on the first day of the month following the month in which the employee has completed one (1) month of continuous service.

#### **CANCELLATION**

- 44.4 All coverage under this plan will cease on the date of termination of employment.

### **ARTICLE 45 - INSURED BENEFITS PLANS - GENERAL**

#### **COMMENCEMENT OF COVERAGE**

- 45.1 Employees **will** be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective the **first** of the month immediately following one (1) month's continuous service.

#### **COVERAGE DURING LEAVE-OF-ABSENCE WITHOUT PAY**

- 45.2 During leaves-of-absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through the Human Resources **Office**.

#### **DAYS OF GRACE**

45.3 There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

#### **ARTICLE 46 - EMPLOYEE BENEFITS COMMITTEE**

46.1 The parties agree to continue the Employee Benefits Committee. The terms of reference are set out in Appendix 3 attached.

#### **ARTICLE 47 - VACATIONS AND VACATION CREDITS**

47.1 **An** employee shall earn vacation credits at the following rates:

- (a) One and one-quarter (1-1/4) days per month during the first five (5) years of continuous service;
- (b) One and two-thirds (1-2/3) days per month after five (5) years of continuous service;
- (c) Two and one-twelfth (2-1/12) days per month after ten (10) years of continuous service;
- (d) Two and one-half (2-1/2) days per month after twenty-nine (29) years of continuous service.

47.2 **An** employee is entitled to vacation credits under section 47.1 in respect of a month or part thereof in which they are at work or on leave with pay.

47.3 **An** employee accrues vacation credit under Section 47.1 in respect of a whole month in which the employee is absent from duty, when the employee is absent on:

- (i) vacation leave of absence;
- (ii) employer-paid leave-of-absence with pay; or
- (iii) pregnancy, parental or adoption leave,

but not otherwise. For greater certainty, employees do not accrue vacation credit under Section 47 during absence on Workplace Safety and Insurance Board Compensation, Long Term Income Protection Plan or unpaid employee leave of absence unless listed above or provided in Article 47.2.

47.4 When an employee is not accruing vacation credit under section 47.1, the employee remains entitled to two weeks' vacation per year, with pay amounting to four per cent (4%) of the employee's wages (excluding vacation pay) accrued by the employee during the twelve (12) months for which the vacation is given.

47.5 **An** employee shall be credited with their vacation for a calendar year at the commencement of each calendar year.

- 47.6 **An** employee may accumulate vacation to a maximum of twice their annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 47.7 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until they have completed six (6) months of continuous service.
- 47.8 **An** employee with over **six** (6) months of continuous service may, with the approval of their supervisor, take vacation to the extent of their vacation entitlement and their vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous service as a term employee immediately prior to their appointment.
- 47.9 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 their accumulated vacation entitlement.
- 47.10 **An** employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which they attain sixty-four (64) years of age 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 they attain the age of sixty-five (65) years.
- 47.11 Where an employee leaves the Centre prior to the completion of six (6) months service as computed in accordance with section 47.6, they are entitled to vacation pay at the rate of four percent (**4%**) of the salary paid during the period of their employment.
- 47.12 **An** employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to their credit at the date they cease to be an employee, or at the date they qualify for payments under the Long Term Income Protection plan as defined under Article 41, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 47.13 **An** employee who has completed their probationary period shall, upon giving at least two (2) months' written notice, receive, before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:
- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
  - (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two (2) month period immediately preceding commencement of their vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;
  - (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of (b) and (c) above will be paid to the employee in the normal manner.

#### **ARTICLE 48 - SHORT TERM SICKNESS PLAN**

**48.1** An employee who is unable to attend to their duties due to sickness or injury is entitled to leave-of-absence with pay as follows:

- (i) with regular salary for the first seven (7) working days of absence, which period of time shall include sickness or injury of their dependent children
- (ii) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-three (123) working days of absence, in each calendar year.
- (iii) the Employer shall contact an employee who has been on short-term sick leave for a period of ninety (90) days to advise them of their benefit as provided for under Article 41 – Long Term Income Protection Plan.

**48.2** *An* employee is not entitled to leave-of-absence with pay under section 48.1 of this Article until they have completed twenty (20) consecutive working days of employment.

**48.3** Where an employee is on a sick leave-of-absence which commences in one calendar year and continues into the following calendar year, they are not entitled to leave-of-absence with pay under section 48.1 of this Article for more than one hundred and thirty (130) working days in the two (2) years until they have returned to work for twenty (20) consecutive working days.

**48.4** *An* employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year under section 48.1 of this Article must complete twenty (20) consecutive working days before they are entitled to further leave under section 48.1 in the next calendar year.

**48.5** The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

#### **USE OF ACCUMULATED CREDITS**

**48.6** An employee on leave-of-absence under sub-section 48.1 (ii) of this Article may, at their option, have one-quarter (1/4) of a day deducted from their accumulated credits (vacation or overtime credits) for each such day of absence and receive regular pay.

**48.7** Where, for reasons of health, an employee is frequently absent or unable to perform their duties, the Employer may require them to submit to a medical examination.



- 48.8 After five (5) days' absence caused by sickness, the Executive Director or their designee may request a medical certificate certifying that the employee is unable to attend to their official duties. Failure to provide such certificate upon the request of the Employer will result in withholding of pay. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the Executive Director or their designee may require an employee to submit a medical certificate for a period of absence of less than five (5) days.
- 48.9 Any medical certificate requested by the Employer shall be paid for by the Employer.
- 48.10 Employees returning from L.T.I.P. to resume employment in accordance with Article 48.8 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 48.11 For the purposes of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

#### ATTENDANCE REVIEW MEETINGS

- 48.12 Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before a Board of Arbitration or Sole Arbitrator in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have union representation at that interview, and the employee either had such union representation or declined that representation in writing prior to the interview.

#### ARTICLE 49 - SEVERANCE PAYMENT

- 49.1 **An** employee who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of layoff under Article 25 is entitled to severance pay for continuous service from and after October 1, 1987 equal to one (1) week of salary for each year of continuous service from and after October 1, 1987.
- 49.2 (1) The total of the amount paid to an employee in respect of severance pay, shall not exceed one-half (1/2) of the annual salary of the employee at the date when they cease to be an employee,
- (2) The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when they cease to be an employee.
- (3) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and

(b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

49.3 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period:

(a) when they are on leave-of-absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in their service, i.e.:

- (1) Political Activity
- (2) Lay-off (Article 25, Job Security)
- (3) Educational Leave:

(b) when they are receiving benefits under the Long Term Income Protection Plan;

(c) after the first six (6) months that they are receiving benefits pursuant to an award under the Workers' Compensation Act, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

49.4 **An** employee may receive only one (1) severance payment for a given period of continuous service.

49.5 Notwithstanding section 49.4, an employee who has been released in accordance with Article 25 (Job Security) and who is subsequently reappointed in accordance with section 26.3 of Article 26 (Seniority) may, at their option, repay any severance payments received under this Article to the employer, and, thereby, restore severance pay entitlements for the period of continuous service represented by the payment.

## **ARTICLE 50 – WORKPLACE SAFETY AND INSURANCE COMPENSATION**

50.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the Workplace Safety and Insurance Act, their salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which they are entitled under sections 48.1 and 48.6 of Article 48 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

50.2 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the Workplace Safety and Insurance Act, their salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against their credits.

- 50.3 Where an award is made under the Workplace Safety and Insurance Act to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in section 50.2 and the employee has accumulated credits, their regular salary may be paid and the difference between the regular salary paid after the period set out in section 50.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.
- 50.4 Where an employee receives an award under the Workplace Safety and Insurance Act, and the award applies for longer than the period set out in section 50.2 (i.e. three (3) months), and the employee has exhausted all attendance credits, the Employer will continue subsidies for Basic Life, L.T.I.P, Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award.

#### **ARTICLE 51 - ENTITLEMENT ON DEATH**

- 51.1 Where an employee who has served more than six (6) months dies, there shall be paid to their personal representative or, their estate, the sum of their salary for the period of vacation leave-of-absence and overtime credits that have accrued.

**PART C - TERM OF AGREEMENT**

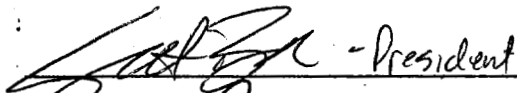
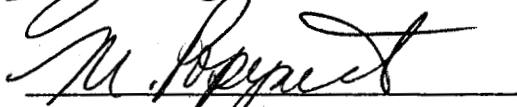
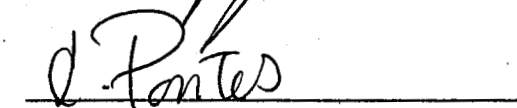
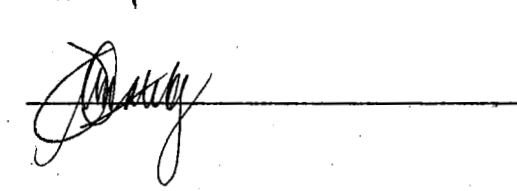
**ARTICLE 52 - TERM OF AGREEMENT**


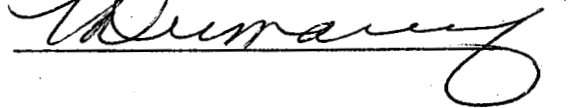
52.1 This Agreement covers the period from April 1, 2000 until March 31, 2003. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement, in accordance with Section 59 of the Labour Relations Act, Statutes of Ontario, 1995, c.1.

Signed at Toronto this 11<sup>th</sup> day of February, 2002

**FOR THE ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION, LOCAL 511**

**FOR SURREY PLACE CENTRE**

 - President  
  
  
  
\_\_\_\_\_  
\_\_\_\_\_

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



**GRADE 4**

Accounting Assistant	ANNUAL	31,155	32,402	33,699	35,046	36,448	37,906
Health Records Tech.	BIWEEKLY	1,198.27	1,246.23	1,296.12	1,347.92	1,401.85	1,457.92
Administrative Officer	WEEKLY	599.13	623.12	648.06	673.96	700.92	728.96
Computer Secretary Secretary	HOURLY	16.5279	17.1894	17.8775	18.592	19.3358	20.1093

**GRADE 3**

Qual. Control Clerk	ANNUAL	28,583	29,726	30,916	32,152	33,438	34,776
Recep./Swthbrd Oper.	BIWEEKLY	1,099.35	1,143.31	1,189.08	1,236.62	1,286.08	1,337.54
Accounting Clerk	WEEKLY	549.67	571.65	594.54	618.31	643.04	668.77
Recep. W.R. Attendant W.R.	HOURLY	15.1634	15.7698	16.4011	17.0568	17.739	18.4488

**GRADE 2**

Clinical Records Clerk	ANNUAL	26,466	27,525	28,625	29,771	30,962	32,200
Booking Clerk	BIWEEKLY	1,017.92	1,058.65	1,100.96	1,145.04	1,190.85	1,238.46
Information Clerk	WEEKLY	508.96	529.33	550.48	572.52	595.42	619.23
Library Clerk	HOURLY	14.0403	14.6021	15.1857	15.7936	16.4255	17.0822

**GRADE 1**

ANNUAL	28,937	30,094
BIWEEKLY	1,112.96	1,157.46
WEEKLY	556.48	578.73
HOURLY	15.3512	15.965

**40 HOURS/WEEK**

**GRADE 4**

Handyperson	ANNUAL	34,378	35,754	37,185	38,671	40,218	41,827
	BIWEEKLY	1,322.23	1,375.15	1,430.20	1,487.36	1,546.86	1,608.74
	WEEKLY	661.12	687.58	715.1	743.68	773.43	804.37
	HOURLY	16.5279	17.1894	17.8775	18.592	19.3358	20.1093

**GRADE 3**

Stores Clerk	ANNUAL	31,540	32,802	34,114	35,478	36,897	38,374
Instructor Therapist	BIWEEKLY	1,213.08	1,261.62	1,312.08	1,364.54	1,419.12	1,475.92
	WEEKLY	606.54	630.81	656.04	682.27	709.56	737.96
	HOURLY	15.1635	15.7702	16.401	17.0567	17.7389	18.449

**GRADE 2**

Cleaner G.L.	ANNUAL	34,164	35,531
	BIWEEKLY	1,314.00	1,366.58
	WEEKLY	657	683.29
	HOURLY	16.425	17.0822

**GRADE 1**

Cleaner	ANNUAL	31,929	33,207
	BIWEEKLY	1,228.04	1,277.19
	WEEKLY	614.02	638.6
	HOURLY	15.3505	15.9649

**EFFECTIVE APRIL 1, 2001 - MARCH 31, 2002**

**36.25 HOURS/WEEK**

<b>GRADE 9</b>		<b>GRAD</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Psychologist T.L.	ANNUAL	53,480	55,708	57,936	60,254	62,664	65,171	67,778
Psychologist	BIWEEKLY	2,056.92	2,142.62	2,228.31	2,317.46	2,410.15	2,506.58	2,606.85
	WEEKLY	1,028.46	1,071.31	1,114.15	1,158.73	1,205.08	1,253.29	1,303.42
	HOURLY	28.3714	29.5533	30.7353	31.9650	33.2435	34.5735	35.9565
<b>GRADE 8</b>								
Audiologist	ANNUAL	46,912	48,867	50,822	52,855	54,968	57,168	59,455
Speech Lang. Path.	BIWEEKLY	1,804.31	1,879.50	1,954.69	2,032.88	2,114.15	2,198.77	2,286.73
Occupational	WEEKLY	902.15	939.75	977.35	1,016.44	1,057.08	1,099.38	1,143.37
Therapist TL.	HOURLY	24.8870	25.9241	26.9613	28.0398	29.1607	30.3279	31.5411
<b>GRADE 7</b>								
Service Coord. Nurse	ANNUAL	41,516	43,245	44,976	46,774	48,646	50,592	52,615
Therapist	BIWEEKLY	1,596.77	1,663.27	1,729.85	1,799.00	1,871.00	1,945.85	2,023.65
Therapy Analyst	WEEKLY	798.38	831.63	864.92	899.50	935.50	972.92	1,011.83
(Analyst BSRED)	HOURLY	22.0244	22.9416	23.8599	24.8138	25.8069	26.8393	27.9125
Occupational Therapist								
PEP. Coordinator								
Sr. Behav. Therapist								
PEP. Therapist								
Dev. Therapist								
Network Admin.								
Analyst								
Service Coord.								
Service Coord. - Intake								
Psychometrist								
<b>GRADE 6</b>								
Resource Coordinator	ANNUAL	37,068	38,613	40,156	41,762	43,434	45,171	46,977
Librarian	BIWEEKLY	1,425.69	1,485.12	1,544.46	1,606.23	1,670.54	1,737.35	1,806.81
Counsellor	WEEKLY	712.85	742.56	772.23	803.12	835.27	868.67	903.40
	HOURLY	19.6647	20.4844	21.3029	22.1549	23.0419	23.9634	24.9215
<b>GRADE 5</b>								
(Exec. Asst.)	ANNUAL		34,785	36,177	37,624	39,129	40,694	42,322
Research Asst 1 BSRD	BIWEEKLY		1,337.88	1,391.42	1,447.08	1,504.96	1,565.15	1,627.77
Office Assistant	WEEKLY		668.94	695.71	723.54	752.48	782.58	813.88
AV Tech.	HOURLY		18.4536	19.1920	19.9597	20.7581	21.5883	22.4520
(Tech. Asst.)								
Comm. Disorders Asst.								
(Jr. Behaviour								
Therapist)								
<b>GRADE 4</b>								
Accounting Assistant	ANNUAL		31,622	32,888	34,204	35,572	36,995	38,475
Health Records Tech.	BIWEEKLY		1,216.23	1,264.92	1,315.54	1,368.15	1,422.88	1,479.81
Administrative Officer	WEEKLY		608.12	632.46	657.77	684.08	711.44	739.90
Computer Secretary	HOURLY		16.7756	17.4472	18.1454	18.8711	19.6260	20.4111
Secretary								
<b>GRADE 3</b>								
Qual. Control Clerk	ANNUAL		29,012	30,172	31,380	32,634	33,940	35,298
Recep./Swthbrd Oper	BIWEEKLY		1,115.85	1,160.46	1,206.92	1,255.15	1,305.38	1,357.62
Accounting Clerk	WEEKLY		557.92	580.23	603.46	627.58	652.69	678.81

Recap. W.R. Attendant W.R.	HOURLY	15.3910	16.0064	16.6472	17.3125	18.0053	18.7257
<b>GRADE 2</b>		26,863	27,938	29,054	30,218	31,426	32,683
Clinical Records Clerk	ANNUAL	1,033.19	1,074.54	1,117.46	1,162.23	1,208.69	1,257.04
Booking Clerk	BIWEEKLY	516.60	537.27	558.73	581.12	604.35	628.52
Information Clerk	WEEKLY	14.2509	14.8212	15.4133	16.0308	16.6716	17.3385
Library Clerk	HOURLY						
<b>GRADE 1</b>		29,371	30,545				
	ANNUAL	29,371	30,545				
	BIWEEKLY	1,129.65	1,174.81				
	WEEKLY	564.83	587.40				
	HOURLY	15.5814	16.2042				
<b>40 HOURS/WEEK</b>							
<b>GRADE 4</b>							
Handyperson	ANNUAL	34,893	36,290	37,742	39,252	40,822	42,455
	BIWEEKLY	1,342.05	1,395.78	1,451.63	1,509.69	1,570.08	1,632.89
	WEEKLY	671.02	697.89	725.82	754.84	785.04	816.44
	HOURLY	16.7756	17.4472	18.1454	18.8711	19.626	20.4111
<b>GRADE 3</b>							
Stores Clerk	ANNUAL	32,013	33,294	34,626	36,010	37,450	38,950
Instructor Therapist	BIWEEKLY	1,231.27	1,280.54	1,331.77	1,385.00	1,440.38	1,498.08
	WEEKLY	615.63	640.27	665.88	692.50	720.19	749.04
	HOURLY	15.3909	16.0067	16.6471	17.3125	18.0048	18.7260
<b>GRADE 2</b>							
Cleaner G.L.	ANNUAL	34,676	36,064				
	BIWEEKLY	1,333.69	1,387.08				
	WEEKLY	666.85	693.54				
	HOURLY	16.6712	17.3385				
<b>GRADE 1</b>							
Cleaner	ANNUAL	32,408	33,705				
	BIWEEKLY	1,246.46	1,296.35				
	WEEKLY	623.23	648.17				
	HOURLY	15.5808	16.2043				





**GRADE 2**

Clinical Records Clerk	ANNUAL	27,266	28,357	29,491	30,671	31,898	33,173
Booking Clerk	BIWEEKLY	1,048.70	1,090.65	1,134.26	1,179.65	1,226.83	1,275.90
Information Clerk	WEEKLY	524.35	545.32	567.13	589.82	613.42	637.95
Library Clerk	HOURLY	14.4648	15.0434	15.6450	16.2710	16.9218	17.5986

**GRADE 1**

	ANNUAL	29,811	31,003
	BIWEEKLY	1,146.57	1,192.44
	WEEKLY	573.29	596.22
	HOURLY	15.8148	16.4474

**40 HOURS/WEEK**

**GRADE 4**

Handyperson	ANNUAL	35,418	36,835	38,308	39,841	41,434	43,091
	BIWEEKLY	1,362.22	1,416.71	1,473.39	1,532.33	1,593.61	1,657.36
	WEEKLY	681.11	708.36	736.70	766.16	796.80	828.68
	HOURLY	17.0278	17.7089	18.4174	19.1541	19.9201	20.7170

**GRADE 3**

Stores Clerk	ANNUAL	32,494	33,793	35,145	36,551	38,013	39,534
Instructor Therapist	BIWEEKLY	1,249.76	1,299.74	1,351.74	1,405.81	1,462.04	1,520.52
	WEEKLY	624.88	649.87	675.87	702.90	731.02	760.26
	HOURLY	15.6220	16.2468	16.8967	17.5726	18.2755	19.0065

**GRADE 2**

Cleaner G.L.	ANNUAL	35,197	36,605
	BIWEEKLY	1,353.74	1,407.89
	WEEKLY	676.87	703.94
	HOURLY	16.9218	17.5986

**GRADE 1**

Cleaner	ANNUAL	32,895	34,211
	BIWEEKLY	1,265.18	1,315.79
	WEEKLY	632.59	657.90
	HOURLY	15.8148	16.4474

**APPENDIX 2 - LETTER OF UNDERSTANDING**

November 2, 2000

Mr. Scott Bark  
President  
OPSEU, Local 511

Dear Mr. Bark:

**Re: Use of Privately Owned Automobiles**

This letter will confirm the decision of Surrey Place Centre that the use of privately owned automobiles on the Employer's business is not a condition of employment.

On behalf of  
SURREY PLACE CENTRE

Marilyn Dumaresq  
Executive Director

### **APPENDIX 3 - EMPLOYEE BENEFITS COMMITTEE**

#### Duties of Committee

The parties agree that the Employee Relations Committee of the Employer shall establish a sub-committee containing two (2) representatives of each of the Employer and the Union, known as the Employee Benefits Committee. The duties of the Employee Benefits Committee shall be as follows:

- (a) Upon notification to bargain amendments to the Collective Agreement, meet to prepare material for submission to the Director of Human Resources with a view to obtain quotations and/or surveying insurance carriers for the upcoming contract. The Committee shall jointly decide upon the necessity of a market survey which shall be conducted only by the Director of Human Resources and/or benefits consultant retained by the Centre;
- (b) To review quotations from insurance carriers with respect to the provision of such benefits; and
- (c) To make recommendations to the Employer and/or negotiating committee as to the identity of the insurance carrier and/or costing of benefits for employees;
- (d) To hear submissions with respect to insured benefits grievances.

The parties further agree that the ultimate choice of an insurance carrier or carriers remains with the Employer.

While the Employee Benefits Committee may make recommendations as to changes in insured benefits or terms of coverage and may solicit quotations for the provision of such services, the parties agree that any alteration in coverage provided shall be subject to negotiations at the time of the renewal of this Agreement.

**APPENDIX 4 - RELEASE OF INFORMATION-INSURED BENEFITS GRIEVANCE**

Article 28 - Grievance Procedure

RELEASE OF INFORMATION - INSURED BENEFITS GRIEVANCE

**TO**

\_\_\_\_\_  
(Name of Insurance Carrier for benefit claimed)

**THIS SHALL BE YOUR AUTHORITY** to deliver immediately to the Employer, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other paper prepared by any person, in your possession in connection with **my** claim dated \_\_\_\_\_, for \_\_\_\_\_ during my employment with Surrey Place.

(specify benefit claimed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

LETTER OF UNDERSTANDING

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS LOCAL 511

AND

**SURREY PLACE CENTRE**

RE: SENIORITY/CREDIT ACCUMULATION & USAGE

The parties agree to the following interpretation regarding the accumulation of seniority and the usage of credit for part-time employees:

1. Seniority for all part-time employees shall accumulate based on the hours worked.
2. A part-time employee's entitlement to weekly pay and benefits (such as health care benefits, sick leave, vacation, etc.) shall be based on the ratio that his/her hours bear to full-time employment in the same position. Part-time employees working fewer than 14 hours per week shall not be entitled to health care benefits.
3. The accumulation of credits and entitlement to benefits for part-time term employees is governed by the collective agreement.
4. All part-time employees shall receive one (1) year of service credits for purposes of determining vacation entitlement, salary progression and severance benefits for every twelve (12) months of service.
5. Seniority accrued in part-time service shall be interchangeable with full-time service.
6. Leaves of absence shall be based on scheduled hours of work or in the case of non-scheduled hours of work, shall be based on the hours of work averaged over a four (4) week period.

This Letter of Understanding shall form part of the Collective Agreement.

Dated at Toronto, Ontario, this 11<sup>th</sup> day of January, 2002.

FOR THE UNION:

*John Zel* - President Local 511

*M. Popynat*

*D. Pontes*

*[Signature]*

FOR THE EMPLOYER

*Clare Auerz*

*[Signature]*

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

FOR THE FISCAL PERIODS APRIL 1, 2000 TO MARCH 31, 2003

- (1) The Employer agrees that if the Ministry of Community and Social Services provides transfer payment funding for wages in excess of the negotiated wage increases set out in this collective agreement, the Employer will pass the excess amount to the employee.
- (2) Any adjustments shall be implemented when finalized by the Ministry. The Employer agrees to notify the Union on a regular basis of such progress.
- (3) Adjustments resulting in an increase shall be retroactive to the beginning of the fiscal year (April 1) if provided by the Ministry, and retroactivity, if any, shall be paid to all employees in the bargaining unit in the employ of the Employer as of the implementation date on the basis of straight time hours worked.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

*John Z...* - President, local 511  
*M. Boyer*  
*Adri Fontes*  
*[Signature]*  
   
 

*Clare Amey*  
*V. Dumay*

**LETTER OF UNDERSTANDING**  
**RE PART-TIME EMPLOYEES**

In the case of part-time employees with the employee's consent and the consent of the Union, the employer may extend an existing position by a **maximum** of one (1) day beyond the originally posted hours of work for the position without incurring overtime costs.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

John Z... - President - Local 511

M. P...

D. Pontes

D...

\_\_\_\_\_

\_\_\_\_\_

Clare Stewart

Dum...

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**LETTER OF UNDERSTANDING**

**RE: SEVERANCE PAY**

1. The Employer's offer will only be paid to employees with five (5) or more years of service as of November 2, 2000 (new employees and those with less than five (5) years' service are excluded).
2. The payment herein will be made on the basis of continuous service as calculated from October 1, 1987 to November 2, 2000 in accordance with Article 49.3. That is, there shall be no service accrual beyond November 2, 2000 for the purposes of the payout intended under this Letter of Understanding.
3. The Employer will make no further payments of severance pay to employees on resignation, retirement or death other than those set out in this Letter of Understanding or under Article 51.1 of the collective agreement.
4. Under the terms of this Letter of Understanding, the Employer shall pay 80% of the severance payable to employees with five (5) or more years' continuous service as calculated from October 1, 1987 to November 2, 2000.
5. The payment shall be made in eight (8) equal annual instalments made at RRSP time (i.e. commencing February, 2001). Payment will be accelerated on resignation, retirement or death or if his or her employment terminated at a date before the final payment is made hereunder. Employees eligible for early retirement under HOOPP, that is, are age 55 or older as of November 2, 2000, have the option of receiving their severance entitlement at retirement or receiving their entitlement in eight (8) equal annual instalments as above.
6. The Employer shall withhold statutory deductions at source with respect to payments herein.
7. Amount paid under this Letter of Understanding will not be double paid. That is, amounts paid hereunder shall be credited against any severance liability of the Employer arising out of subsequent layoffs.
8. All provisions of the Employment Standards Act are understood, except that payments made herein shall be credited against subsequent liabilities.
9. This Letter of Understanding shall form part of the collective agreement and shall be binding on the parties until payment herein has been completed.

Dated at Toronto January 11th 2002

FOR THE UNION

Bob Felt - President Local 511  
M. Bognich  
L. Portillo  
[Signature]

FOR THE EMPLOYER

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

**RE FLEX TIME**

**STATEMENT OF PRINCIPLE:**

- 1.01 Employees at Surrey Place Centre have access to flexible working hours.
- 2.01 Service delivery must not suffer because of increased access to flexibility.

**POLICY:**

- 1.01 Surrey Place Centre endorses flexible working hours for its employees.
- 2.01 The working day is still considered to be 7.25 hours.
- 3.01 Within each bi-weekly period, all employees must work the standard 72.50 hours and take any "flex-time" resulting from flexible working hours.
- 4.01 Flexible working hours are between 7:00 a.m. and 9:00 p.m. Monday to Friday.
- 5.01 Direct client service can only be given between the hours of 8:30 a.m. and 5:00 p.m. Monday, Tuesday and Friday, and between 8:30 a.m. and 9:00 p.m. Wednesday and Thursday.
- 6.01 Each Division is responsible for the administration of its own flexible hours.
- 7.01 Each Division Director has the authority to suspend flexible working hours within the respective Division as required based on division pressures.
- 8.01 **This** policy is intended to be economically neutral in its effect on Surrey Place's payroll. In other words, staff will ordinarily not be allowed to increase their daily hours of work so as to trigger overtime.

**PROCEDURE:**

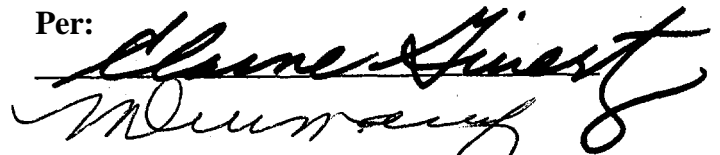
- 1.01 This policy applies to Surrey Place Centre employees on the condition that the job responsibilities can be completed within a flexible hours schedule.
- 2.01 The standard work hours of Surrey Place Centre is still considered to be 7.25 hours per day (45 minutes unpaid lunch); 36.25 hours per week; 72.50 hours per two week (payroll calculations).
- 2.02 If individuals work longer than five hours in a row following their regular lunch break, they are entitled to a dinner break of one half hour. This time is not considered work time.
- 2.03 Employees may not work longer than 12 hours per day excluding meal breaks (45 minutes for lunch and 30 minutes for dinner).

- 3.01 The Flexible Work Hours scheduling must take place within a bi-weekly period. All employees must enter each payroll period with a "zero balance" of hours worked and hours off available.
- 4.01 Aside from general working hours, each division will assign Core Hours, during which its employees are required to work. Divisional Core Hours must be adhered to by employees working flexible hours. All staff must be available for team meetings and other clinical work as required by the Division Director.
- 5.01 Direct service to clients must be given when Surrey Place Centre is officially open and management coverage is available.
- 6.01 Each Division is responsible for the Flexible Working Hours of its staff.
- 6.02 Each Division Director may set Core Working Hours (see 4.01) as he or she sees fit for his or her Division.
- 6.03 Managers are responsible for the scheduling of staff working hours. It is the Manager's responsibility to ensure that the 72.50 hour bi-weekly time frame is enforced. In exceptional cases, the Manager may allow the employee a one-week extension of the time period in which the employee may take his/her "flex-time".
- 6.04 Employees who are interested in working Flexible Working Hours must request such a schedule from their Manager in writing, in advance according to Division requirements.
- 6.05 While working Flexible Working Hours, employees are responsible for informing their Manager, in writing, of their work plans, schedules, general whereabouts and any changes thereto.
- 6.06 Managers may deny a Flexible Working Hours schedule request with reasonable justification.
- 7.01 Each Division Director may suspend Flexible Working Hours within his or her Division based on Divisional pressures.

DATE: January 11

**SURREY PLACE CENTRE**

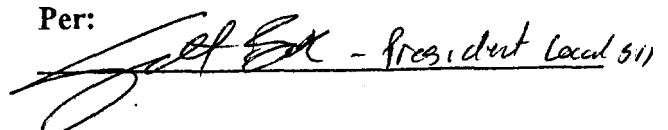
Per:



DATE: January 11<sup>th</sup> 2002

**ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION, LOCAL 511**

Per:



*Joe Eck - President Local 511*