

140  
employees

Unit No. 47

COLLECTIVE AGREEMENT

BETWEEN

NEW VISIONS TORONTO

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
A.F.L., C.I.O., C.L.C.

EFFECTIVE: DECEMBER 17, 2003

EXPIRY: DECEMBER 31, 2004

13199(01)

## INDEX

ARTICLE	PAGE
Article 1 Preamble.....	1
Article 2 Scope and Recognition .....	1
Article 3 Relationship, ... ..	2
Article 4 Management Rights and Obligations.....	2
Article 5 Definitions, .....	3
Article 6 Union Security .....	4
Article 7 No Discrimination .....	4
Article 8 No Strikes/ Lockouts.....	4
Article 9 Union Representation.....	5
Article 10 Grievance Procedure.....	6
10.04 Policy Grievance .....	7
10.05 Group Grievance .....	8
10.06 Discharge Grievance .....	8
10.07 Employer’s Grievance .....	8
Article 11 Arbitration .....	9
Article 12 Seniority.....	10
Article 13 Job Posting .....	12
Article 14 Layoff and Recall .....	13
Article 15 Bulletin Boards .....	14
Article 16 No Contracting Out .....	14
Article 17 Leaves of Absence.....	14
17.01 Personal Leave .....	14
17.02 Union Leave .....	15
17.04 Bereavement Leave .....	15
17.05 Jury Duty .....	16
17.07 Professional Development .....	16
Article 18 General .....	16
18.01 Kilometrage Allowance .....	16
18.02 Meal Allowance .....	17
18.03 Agreements .....	17
18.04 Daylight Savings Time and Standard Time .....	17
Article 19 Health and Safety .....	17
Article 20 Hours of Work .....	17
Article 21 Overtime.....	18
Article 22 Paid Holidays .....	18
Article 23 Vacations .....	19
Article 24 Sick Leave .....	22
Article 25 Compensation .....	23
Article 26 Benefits .....	24
Article 27 Duration .....	24
Schedule ‘A’.....	26
Notes to Schedule ‘A’.....	27
Letters of Understanding .....	30
Letter of Understanding .....	31
Letter of Understanding .....	32

THIS Agreement, made and entered into

BETWEEN:

NEW VISIONS TORONTO  
(hereinafter called “the Employer”)

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F. OF L., C.I.O., C.L.C.  
(hereinafter called “the Union”)

**ARTICLE 1 - PREAMBLE**

1.01 Both parties to this Agreement recognize that the purpose of New Visions Toronto is to support individuals with developmental & physical disabilities to live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively. It is the parties’ mutual desire to ensure that the best interests of the people supported by New Visions Toronto are served.

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to provide a process for the prompt and equitable disposition of grievances, efficient operation of the Employer to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement, and that the services and supports provided by New Visions Toronto are of the highest possible quality.

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the collective bargaining agent for all its employees employed in New Visions Toronto in the City of Toronto, save and except supervisors, persons above the rank of supervisors and office and clerical staff.

Clarity Note: For the purposes of clarity, the parties agree that the Health Care Co-ordinator and Occupational Therapist are also excluded under the office exclusion.

Further, persons hired for a specific term not to exceed twelve (12) months to replace an employee on leave or to perform special non reoccurring tasks are excluded from the bargaining unit.

- 2.02 The term “employee” or “employees” as used in this Agreement shall mean only those employees included in the bargaining unit described above.
- 2.03 Wherever the female gender is referred to in the Collective Agreement it shall mean both genders.

**ARTICLE 3 - RELATIONSHIP**

- 3.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned.
- 3.02 It is agreed that the Union and the employees will not engage in Union activities at any time on the Employer’s premises except as specifically permitted under this Agreement.

**ARTICLE 4 - MANAGEMENT RIGHT AND OBLIGATIONS**

- 4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as specifically limited by the expressed terms of this Agreement.
- 4.02 Without limiting the generality of the forgoing, the Employer’s exclusive management rights shall include the right:
  - (a) to hire, assign duties, schedule the work , direct, classify, transfer, promote, demote, layoff, recall, terminate, retire or discipline its employees (including suspension and discharge) provided that discharge or discipline without just cause by an employee who has completed her probationary period may be the subject of a grievance under the Grievance Procedure provided for herein;
  - (b) to determine and establish standards and procedures for the training, care, welfare, safety and comfort of all persons supported by New Visions Toronto;
  - (c) to operate and manage its facilities and services efficiently and effectively in accordance with its commitments, obligations and responsibilities to persons supported by New Visions Toronto and to determine and establish standards and procedures for the care, welfare, safety and comfort of those individuals;
  - (d) to plan, organize, direct, control and evaluate the work of its employees, including the introduction of new methods, facilities and equipment;
  - (e) to determine allocation and number of employees required by the Employer at any one time and to determine the qualifications of employees and to determine the amount of supervision necessary;

- (f) to determine the location and extent of the operations and their designation, commencement, expansion, reorganization, curtailment or discontinuance;
- (g) to have jurisdiction over all operations, buildings and equipment;
- (h) to establish reasonable rules, regulations, and standards which will govern the workplace from time to time provided that any such rule, regulation or standard is not inconsistent with the provisions of this Agreement; and
- (I) to determine all other matters concerning the Employer's operations not otherwise specifically dealt with else where in this Agreement.

4.03 These rights and obligations are only restricted by the specific provisions of this Agreement.

## ARTICLE 5 - DEFINITIONS

- 5.01 For the purpose of this Agreement, the parties agree that "employee" or "employees" referred to in Article 2 above relate to the following categories of employees:
- (a) Full-Time Employee(s)  
Where the term "full-time employee(s)" is used herein, the Article(s) shall only apply to those employee(s) in the bargaining unit who are regularly scheduled to work more than sixty (60) hours averaged over a two (2) week period.
  - (b) Part-time Employee(s)  
Where the term "part-time employee(s)" is used herein, the Article(s) shall only apply to those employee(s) in the bargaining unit who are regularly scheduled to work sixty (60) hours or less averaged over a two (2) week period.
  - (c) Casual Employees  
Where the term "casual employee(s)" is used herein, the Article(s) shall only apply to those employee(s) in the bargaining unit who are requested to work from time to time as required by the Employer.
- 5.02 It is agreed and understood that part-time employee(s) may have the opportunity to perform additional work in excess of their regularly scheduled hours of work. Similarly, casual employee(s) may have the opportunity to accept shifts in excess of sixty (60) hours averaged over a two (2) week period. In each such situation, when performing such additional work, such employees shall be considered as "part-time" or "casual employees", as designated, for all purposes of the Collective Agreement. The additional hours worked over sixty (60) hours averaged over a two (2) week period shall not be used to establish eligibility for any entitlements, which may be provided to full-time employees.

## **ARTICLE 6 - UNION SECURITY**

- 6.01 The Employer shall deduct from each employee covered by this Agreement an amount equal to regular monthly Union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and shall be deducted from every pay for all other than full-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer, in writing **thirty** (30) calendar days prior to any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims, demands or other forms of liabilities arising or resulting from the operation of this Article any deductions under this Article.

Dues shall be remitted to the Union, no later than the 15th of the next month in which the dues were deducted.

The Employer, when forwarding Union dues, **will** submit a list of names indicating the total numbers of employees for whom deductions have been made.

The Employer shall include the amount of Union dues deducted on T4 slips.

- 6.02 The Employer agrees to provide the Union with an updated list of employees and their addresses once per calendar year. The Union agrees that it will not disperse this information generally and **will** use it only for bona fide purposes within its duty as the collective bargaining agent.

## **ARTICLE 7 – NO DISCRIMINATION**

- 7.01 The Employer, Union and employees agree to abide by the provisions of the Ontario Human Rights Code, as amended from time to time.

## **ARTICLE 8 – NO STRIKES / LOCKOUTS**

- 8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees, that during the lifetime of this Agreement, there will be no strike, slowdown, either complete or partial, or any other form of job action which will interfere with the Employer's operations or stop services. If such action should take place, the Union will instruct the employees to continue to work and to perform their duties in the normal course.

- 8.02 The words “strike” and “lockout” as used herein are agreed to have the meaning defined for those words in the *Ontario Labour Relations Act*, 1995 as amended from time to time.

## ARTICLE 9 - UNION REPRESENTATION

- 9.01 The Employer agrees to recognize up to seven (7) Union Stewards (including the Chief Steward) elected from amongst employees in the bargaining unit, who have completed their probationary period at the following locations:
- a) One (1) from Bicknell
  - b) One (1) from Olean
  - c) Three (3) from Henry Lane Terrance
  - d) Two (2) from New Hibret
- 9.02 A chief Steward may be appointed or elected. The Chief Steward may step in during the absence of any Steward to assist in the presentation of any grievance, which may properly arise under the provisions of this Agreement
- 9.03 The functions of these stewards shall be to assist employees in their respective areas in the presenting of any grievance to the Employer, which may properly arise under the provisions of this Agreement.
- 9.04 The Union shall keep the Employer notified, in writing, of the names of the Chief Steward, and Union Stewards appointed or elected under this Article and the effective date of their respective appointments before the Employer is obligated to recognize the same.
- 9.05 The Union acknowledges that the Union Stewards and Chief Steward have and must continue to perform their regular duties and responsibilities for the Employer and that as far as possible all activities of the Chief Steward and Union Steward must be carried on outside of their scheduled working hours, **unless** otherwise mutually agreed in writing between the parties.
- 9.06 Stewards shall not leave their regular working duties without first obtaining written permission from their immediate supervisor to do so. Such permission shall not be unreasonably denied unless it interferes with the efficient operations of the Employer.
- 9.07 Should a Steward be granted permission to leave their regular working duties, such permission shall be granted under the following conditions:
- (i) one steward shall be given time off at any given period of time and the time off shall be devoted to the prompt handling of the grievance;
  - (ii) the Employer reserves the right to limit such time if it deems the time taken *to* be excessive;

(iii) when resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor;

(iv) during the granted time off the Employer will compensate the steward at the regular straight time hourly rate of pay she would have received during her scheduled shift in performing her normal scheduled work for the Employer.

9.08 The Employer **will** not compensate the Chief Steward, stewards or bargaining unit members at Arbitration hearings.

9.09 Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.

9.10 The Employer agrees to recognize a negotiating committee consisting of up to three (3 employees) who have completed their probationary period whose function shall be to negotiate renewals of this Collective Agreement. One (1) of the members shall be the Chief Steward.

The Employer agrees that the members of the Negotiating Committee shall be paid at their regular straight time hourly rate for time spent during their regular scheduled working hours in attending negotiation meetings with the Employer for the renewal of this Agreement up to but not including conciliation or mediation meetings.

9.11 The Union shall notify the Employer, in writing of the names of such employees prior to the commencement of negotiations.

9.12 The Union Negotiating Committee shall have the right to have the assistance of an S.E.I.U. representative during negotiations with the Employer.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

10.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining *unit* and **the** Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.

10.02 It is the mutual desire of the parties to this Agreement that the complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until she has first discussed her complaint with her immediate supervisor and afforded her an opportunity to endeavour *to* adjust her complaint.

10.03 If an employee has a complaint she shall discuss it with her immediate supervisor within three (3) working days after the circumstances giving raise to the grievance have originated or occurred. Accordingly, the Employer or the Union shall not be required to consider or process any grievance which arises more than three (3)



working days after the circumstances giving rise to the grievance have originated or occurred. Failing settlement, it may be taken up as a grievance within three (3) working days following the immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee shall submit a written grievance signed by her to her immediate supervisor. The employee may be accompanied by a Union Steward. The grievance shall specify the nature of the difference(s), (article) or (articles) of the Collective Agreement of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought. The immediate supervisor shall submit her answer in writing within seven (7) working days following the day on which the grievance was presented to her. If no written request for the grievance to be heard at Step 2 is received within three (3) working days from the date of the decision under Step 1 is given, the grievance shall be deemed to have been settled. Failing settlement, then:

Step No. 2

Within three (3) working days following the decision under Step 1, the employee shall submit the written grievance to the Program Manager or designate who shall review the grievance and render a decision in writing within seven (7) working days from the date on which the grievance is presented to her. The employee may be accompanied by a union steward. If no written request for the grievance to be heard at Step 3 is received within three (3) working days from the date of the decision under Step 2 is given, the grievance shall be deemed to have been settled. Failing settlement, then:

Step No. 3

Within three (3) working days following the decision under Step 2, the employee shall submit the written grievance to the Executive Director or designate. The Executive Director or designate will meet with the grievor and a steward to review the grievance within ten (10) working days of receiving the grievance at this Step. The Executive Director shall have such counsel and assistance as may be desired at this meeting as may the Union request the presence of the Union staff representative or executive officer of the local union. Failing settlement, the decision of the Executive Director or designate shall be delivered in writing within ten (10) working days from the date on which the grievance meeting was convened.

10.04 Policy Grievance

A "policy grievance" is defined as a difference between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether the grievance is arbitratable. It is agreed that an

Employer or a Union policy grievance arising directly between the Employer and the Union shall be originated under Step 3 above within five (5) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee which she should have instituted herself and that the regular grievance procedure shall not be thereby bypassed.

#### 10.05 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving, specify the nature of the difference(s), article or articles of the Collective Agreement of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought, to the Program Manager, or her designate within five (5) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the time limit set out with respect to the step shall appropriately apply.

#### 10.06 Discharge Grievance

If an employee, who has completed her probationary period, claims that she has been unjustly discharged, such complaint must be submitted by the employee who may be accompanied by a Union Steward at Step 3 of the grievance procedure to the Employer within three (3) working days following the date of discharge is effective, and the time limit set out with respect to the Step shall appropriately apply.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Employer's action in discharging the employee, or,
- (b) reinstating the Employee with up to full seniority for time lost and up to full compensation for time lost, or
- (c) by any other arrangement which may be deemed just and equitable in the opinion of the parties or the arbitration board, if appointed.

#### 10.07 Employer's Grievance

(a) The Employer may originate a grievance against the Union or against an employee by forwarding it to the business agent of the Local within ten (10) working days after the circumstances giving rise to the grievance have occurred.

(b) The business agent of the Local shall give her decision in writing within five (5) calendar days after receiving the grievance.

- (c) Failing a response within five (5) calendar days or a satisfactory settlement, the grievance may be referred directly to Arbitration in accordance with (Section 11 - Arbitration).
- 10.08 All agreements reached under the grievance and arbitration procedure between the representatives of the Employer and the representatives of the Union, shall be final and binding. All time limits referred to in the grievance procedures and the arbitration procedure, shall be construed as mandatory. Notwithstanding the foregoing, the parties may mutually agree to waive or extend any of the time limits established in *this grievance* procedure. However, any such agreement shall be in writing and acknowledged by the parties.
- 10.09 For the purposes of (Section 10 and 11), the words “working days” shall not include Saturdays, Sundays, ~~or~~ paid holidays.

#### **ARTICLE 11 – ARBITRATION**

- 11.01 Failing settlement under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within then (10) working days from the date of the decision under Step 3 above is given, the grievance shall be deemed to have been settled.
- 11.02 When either party requests that a grievance be submitted to arbitration as hereinafter provided, it must make such a request in writing within five (5) calendar days after receiving the decision given at Step 3 of the grievance procedure, addressed to the other party, and at the same time, appoint its nominee to the Board of Arbitration. Within fourteen (14) calendar days after having received notice to arbitrate, the other party shall appoint its nominee and notify the other party. The two nominees so appointed shall confer to select a Chairperson for the Board of Arbitration. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.
- 11.03 No persons shall be appointed as a nominee or chairperson who has been involved in any attempt to negotiate or settle the grievance.
- 11.04 The Arbitration Board shall not have the jurisdiction to amend, alter, modify, or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.
- 11.05 No matter shall be submitted or dealt with at arbitration, which has not been properly carried through all the requisite steps of the Grievance Procedure.

- 11.06 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union, and the employee. If there is no majority, the decision of the chairperson shall govern.
- 11.07 Each of the parties hereto shall bear the expense of the nominees appointed by it, and **the** parties shall jointly bear the fees and expenses of the chairperson of the Arbitration Board.
- 11.08 Sole Arbitrator

Notwithstanding the foregoing provisions of this Section, the Employer and the Union may mutually agree in writing to the appointment of a Single Arbitrator satisfactory to both parties in which case, such Arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms of this Section.

## **ARTICLE 12 - SENIORITY**

- 12.01 Probationary Employees
- (a) A new employee shall be considered on probation and shall not be subject to the seniority provisions in this Agreement, nor shall her name be placed on the seniority list until she has completed *six* hundred and forty (640) hours worked with the Employer since her most recent date of hire. With the written consent of the Employer, the Union and the probationary employee, the probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.
- (b) If at any time during the probationary period the Employer, in its sole discretion, finds the probationary employee unsuitable for the employment, her employment shall be terminated by the Employer.
- (c) The release of termination of a probationary employee from employment shall not be the subject of a grievance or arbitration under the terms of this Agreement.
- 12.02 Upon completion of her probationary period, an employee shall be credited, for seniority purposes, with the probationary hours she worked from her most recent date of hire as a probationary employee.
- 12.03 An employee shall commence to accrue seniority on a bargaining unit wide basis following completion of her probationary period from her most recent date of hire. Such seniority accrual shall be based upon hours worked following the completion of her probationary period from her most recent date of hire, except as otherwise provided herein.
- 12.04 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- a) When on approved paid leave;
- b) When on Pregnancy/Parental Leave as provided under the *Employment Standards Act, 2000*;
- c) When on an approved unpaid leave of absence not exceeding **thirty (30)** calendar days or from the first **thirty (30)** calendar days of an approved unpaid leave of absence granted under Article 12.05(a);
- d) When on paid sick leave not exceeding one (1) year.

In the above circumstances, seniority shall accrue as follows:

- (a) For full-time (refer to Article 5 Definitions) employees forty (40) hours per week;
- (b) For part-time (refer to Article 5 Definitions) and casual (refer to Article 5 Definitions) employees seniority accrued shall be calculated on the basis of such employee's average number of hours worked per week the *six (6)* months immediately preceding the absence.

12.05 Seniority shall be retained but not accumulated when an employee is absent from **work** under the following circumstances:

- a) When on an approved unpaid leave of absence exceeding **thirty (30)** calendar days;
- b) When absent due to layoff provided that the employee has not lost her seniority pursuant to Article 12.07(c);
- c) When on sick leave that exceeds one (1) year.
- d) When an employee is promoted to a position outside the bargaining unit for a period not exceeding twelve (12) months.

12.06 A seniority list showing the names of employees who have completed their probationary period shall be established by the Employer for employees covered under this Agreement. Such seniority list shall be updated in January and July of each year showing the employee's names alphabetically, sex (for informational purposes only) and seniority.

12.07 An employee shall lose **all** seniority and the employment relationship shall be deemed terminated if she:

- (a) resigns;
- (b) is discharged;

- (c) is laid off in excess of eighteen (18) months or length of her seniority, whichever is less;
- (d) is absent for two (2) or more consecutive days, without notifying the Employer and providing a reason satisfactory to the Employer;
- (e) fails to report to work upon being notified of her recall by Registered Mail, sent to her most recent address on file with the Employer;
- (f) fails to report for work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (g) retires or is retired.

12.08 It is the responsibility of each employee to keep the Employer informed of her current address. If an employee fails to do this, the Employer shall not be responsible for the failure of any such notice under this Agreement to reach such employee.

### **ARTICLE 13 -JOB POSTING**

- 13.01 Where a permanent or new vacancy occurs in the bargaining unit, which the Employer decides to fill, the Employer will post and/or place in the union binder a notice for a period of five (5) days excluding Saturday, Sunday and paid holidays. It is understood that this position/placement provision applies only to the filling of the first vacancy created by an employee who successfully bids for the vacancy or new position, but does not apply to any subsequent vacancies created.
- 13.02 The posting/placement referred to in 13.01 above shall stipulate the nature of the position, present assignment, classification and rate of pay.
- 13.03 All applications for the posting/placement are to be made in writing within the posting period.
- 13.04 The Employer shall have the right to fill the posted/placed vacancy on an interim basis ~~until~~ the vacancy is filled and arrangements have been made to assign the employee to the job. No grievance shall be filed concerning these temporary arrangements.
- 13.05 Vacancies and new positions posted/placed under this Article shall be filled based upon the following factors:
- (a) the requirements and efficiency of the Employer's operation and the skills, qualifications, experience, education, ability, knowledge and training of the individual applicant as they relate to the job posted; and,
  - (b) seniority.

Where in the judgment of the Employer the considerations in sub-paragraph (a) above are relatively equal as between two (2) or more applicants, seniority shall govern.

- 13.06 It is agreed and understood that only employees who have completed their probationary period may bid for job posting/placements. Also, successful applicants with respect to this job posting/placement procedure shall not be allowed to apply for another bargaining unit position for a further *six* (6) months, unless granted written permission by the Employer.
- 13.07 Notwithstanding 13.05, if no written applications are received by 4:30 p.m. on the 5<sup>th</sup> day of posting/placement or if none of the applicants have the required skills, qualifications, experience, education, ability, knowledge and training, the Employer may fill the job from other sources.
- 13.08 The successful applicant **will** be placed in the permanent or new vacancy for a familiarization period not exceeding ten (10) working days and if the employee proves satisfactory, then she shall be considered permanently assigned to the same. If the Employer deems the employee unsatisfactory during the familiarization period, or if the employee is unable to perform the duties of the permanent or new vacancy during the familiarization period, the employee **will** be returned to her former position at her former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such posting/placement. Newly hired employees shall be terminated and such termination shall not be defined as a grievance or complaint under the terms of the Collective Agreement and shall not be subject to the Grievance and Arbitration procedure.

#### **ARTICLE 14 - LAYOFF AND RECALL**

- 14.01 In the event that a reduction of the workforce is required, the Employer agrees to layoff employees in the reverse order of seniority within their job classification, providing that, in the judgment of the Employer, those employees who remain on the job are willing and have the skills, qualifications, experience, education, ability, knowledge and training to perform the job.

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff and be placed on a recall list for a period of eighteen (18) months or length of her seniority whichever is less; or
- (b) displace an employee who has the least bargaining unit seniority in the same job classification, or if there is no employee in the same job classification with less bargaining seniority, then displace the employee who is the least senior employee in an identical or lower paying classification if the employee originally subject to layoff has the skills, qualifications, experience, education, ability, knowledge and training. Such employee so displaced shall be laid off.

- 14.02 An employee who displaces an employee in a lower paying classification will receive the salary/hourly rate paid to that classification.
- 14.03 In the event of recall, an employee shall have the opportunity of recall from layoff of her former classification, or to a lower paying classification in order of seniority, provided, in the judgment of the Employer, she is willing and has the skills, qualifications, experience, education, ability, knowledge and training to perform the work.
- 14.04 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the fifth (5<sup>th</sup>) day following the date of mailing).
- 14.05 No new employee shall be hired until those laid off have given the opportunity of recall, subject to the provisions of Article 14.03. Notwithstanding the foregoing, should an employee refuse recall, the Employer may hire a new employee to fill the position for which the recall opportunity was available.

#### ARTICLE 15 – BULLETINBOARDS

- 15.01 The Employer will provide one bulletin board in each location for the purpose of posting Union notices. All such notices shall be submitted by the Union to the Employer for approval before posting.

#### ARTICLE 16 – NO CONTRACTING OUT

- 16.01 The Employer agrees that it will not contract out work normally performed by employees where such contracting out directly results in the layoff of employees.

#### ARTICLE 17 – LEAVES OF ABSENCE

##### 17.01 Personal Leave

A full-time employee or part-time employee who has completed her probationary period, may be granted a leave of absence without pay or benefits not to exceed two (2) months for personal reasons that are acceptable to the Employer and provided such leave will not interfere with the efficient operation of the Employer.

In requesting such personal leave, the full-time employee or part-time employee must give at least thirty (30) calendar days clear notice in writing to the Employer. It is acknowledged those emergencies situations may arise that prevent the thirty (30) days clear notice and the Employer, on its individual merits, will consider each situation. The approval of personal leaves will be limited to a total of eight (8) full-time employees and part-time employees at any one time, based on the following distribution, and not more than one (1) full-time employee or part-time employee from any one site.

Full-time employee and part-time employee distribution:

- (a) Three (3) from Henry Lane Terrace
- (b) Three (3) from New Hibret



- (c) One (1) from Bicknell
- (d) One (1) from Olean

Full-time employees and part-time employees will not be granted leave under this Article for the purpose of accepting alternative or additional employment. If the full-time employee or part-time employee does accept alternative or additional employment during the leave, she shall be deemed to have resigned her employment with the Employer.

#### Article 17.02 - Union Leave

- (a) The Employer shall grant a leave of absence without pay to employees, who have completed their probationary period, to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Employer.
- (b) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21)-calendar days clear notice in writing to the Employer.
- (c) The cumulative total leave of absence, the numbers of employees that may be absent at any time from any one site, and the number of day's absence shall be as provided below:
  - (i) The request **will** not involve more than two (2) employees at any one time and not more than one (1) employee from any one site.
  - (ii) No leave of absence will be for a period in excess of two (2) weeks and all such leaves will total not more than Two hundred and Forty hours (30 working days) in any one (1) calendar year.
- (d) With regard to such leave of absences as in (a) above, the Employer will continue to pay the employee her straight time hourly rate, with normal deductions, and benefits for such period and **will** invoice the Union, who will reimburse the Employer, for such wages and benefits providing that the Union and employee accept full responsibility for the cause and result of any accident or injury which may befall the employee while on Union business.

17.03 Pregnancy and Parental Leave shall be granted in accordance with the requirements of the *Employment Standards Act*, 2000.

#### 17.04 Bereavement Leave

A full-time employee who has completed her probationary period will be granted after notifying her Supervisor as soon as possible following bereavement the following leave:

- (a) Up to thirty-six (36) working hours off without loss of her regular straight time hourly rate of pay for regularly scheduled hours of **work** from the date of death up to and including the date of the funeral of

a member of her immediate family. "Immediate family" means mother, father, brother, sister, spouse, common-law spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, step family as described above in this Article.

- (b) Up to twelve (12) working hours off without loss of her regular straight time hourly rate of pay for scheduled hours of work on the date of the funeral of an aunt, uncle or first cousin.

17.05

Jury Duty

A full-time employee, who has completed her probationary period, who is required to serve as a juror or is subpoenaed by the Court as a crown witness in a Court of law shall be paid her regular straight time hourly rate of pay for time lost from her regularly scheduled hours of work to a maximum of one hundred twenty (120) working hours per calendar year provided she:

- (i) notifies the Executive Director or designate immediately upon notification that she will be required to serve as a juror or has been subpoenaed by the Crown; and
- (ii) presents proof of service requiring her attendance, and
- (iii) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance and an official receipt thereof.

Such full time employees must report for work for their regularly scheduled hours when excused as a juror or subpoenaed witness.

17.06 Each day or partial day of leave taken under Article 17 shall also be deemed to be an "Emergency Leave" day of absence under the *Employment Standards Act*, 2000.

17.07 Professional Development

The Employer may, at its discretion, send employees to conferences/training seminars at the expense of the Employer. Such leave shall be without loss of pay, expenses, pre-authorized by the Employer, in writing, shall be borne by the Employer.

## ARTICLE 18 – GENERAL

18.01 Kilometrage Allowance

If an employee is authorized and required to use her own vehicle for the Employer's business, the Employer shall pay an allowance based upon thirty-one cents (.31¢) per kilometre.

Such allowance shall be paid upon receipt of a travel expense form approved by the Employer. An employee shall not be authorized to use her vehicle for the Employer's business unless she has completed and submitted to the Employer a confirmation of a valid drivers licence and auto insurance coverage form indicating that she has at least \$1,000,000.00 public liability insurance. The cost of such insurance coverage is to be borne by the employee. Proof of such insurance coverage must be updated at least annually no later than September 1.

#### 18.02 Meal Allowance

Provided the activity has been pre-approved by the employee's Supervisor, the Employer shall reimburse an employee for meal costs incurred while providing services for clients, at the following rates which are inclusive of applicable tax and gratuities:

- i) Breakfast – up to \$8.00
- ii) Lunch – up to \$10.00
- iii) Supper – up to \$ 15.00

The employee must submit receipts to the Employer before reimbursement.

#### 18.03 Agreements

The Employer and the Union shall share equally the cost of printing sufficient copies of this Agreement.

#### 18.04 Daylight Savings Time and Standard Time

The amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of change from Daylight Savings Time to Standard Time and vice versa.

### **ARTICLE 19 – HEALTH AND SAFETY**

19.01 The Union, the Employer and the employees commit themselves to maintaining proper health and safety practices in compliance with the *Occupational Health & Safety Act*, as amended from time to time.

### **ARTICLE 20 – HOURS OF WORK**

20.01 It is mutually understood that the statement of the regular hours of **work** herein is not a guarantee that work shall be provided, nor that the schedules of hours of work will not be changed as found necessary by the Employer in the interest of efficiency

or economy. The Employer **will** not change hours of work on a day to day basis for the purpose of avoiding overtime.

- 20.02 The regularly scheduled hours of work for full-time employees shall be more than *sixty* (60) hours averaged over a **two** (2) week period.
- 20.03 The regularly scheduled hours of work for part-time employees shall be *sixty* (60) hours or less averaged over a **two** (2) week period.
- 20.04 The hours of work for casual employees shall be as required from time to time by the Employer.
- 20.05 An employee who reports for work at the commencement of her regularly scheduled shift shall receive three (3) hours work or three (3) hours pay at her regular straight time hourly rate except where work is not available due to emergency or for reasons beyond the control of the Employer. An employee so affected shall perform such work as is assigned to her. This reporting allowance shall not apply whenever an employee has received not less than one (1) hour prior notice not to report for work.

#### **ARTICLE 21 – OVERTIME**

- 21.01 If an employee is authorized to work and does work in excess of eighty (80) hours in a bi-weekly period, she shall be entitled to receive compensating time off equivalent to one and one-half (1½) times the time so worked or at the option of the Employer a payment of an overtime premium at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for the time so worked.
- 21.02 In the event the Employer decides to grant compensating time off, such time off will be granted within sixty (60) days of the date the overtime was worked, at a time mutually agreed upon in advance in writing by the Employer and the employee concerned. If no mutually agreed upon date has been taken by the end of the sixty (60) day period, the employee **will** be paid the overtime rate set out in Article 21.01.
- 21.03 Employees may exchange shifts provided they receive prior written approval of their Supervisor. Such exchange of shifts shall not be approved where additional premiums or overtime payments or compensating time off would be the result.
- 21.04 There shall be no duplication of premiums under this Agreement nor pyramiding of overtime.

#### **ARTICLE 22 – PAID HOLIDAYS**

- 22.01 For the purpose of the application of this Article only scheduled hours worked between 12:01 a.m. and 11:59 p.m. shall be deemed to be worked on the holiday.

Full-time, Part-time and Casual Employees

- 22.02 All employees who have worked their regularly scheduled shift immediately preceding and their regularly scheduled shift immediately following a Paid Holiday shall be paid for the holidays listed below. Holiday Pay will be calculated in accordance with the *Employment Standards Act*, 2000.
- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Civic Holiday  | Easter Monday    |
- 22.03 An employee who is required to work on a holiday set out in 22.02 above shall be paid for authorized work performed on such day at the rate of one and one-half (1½) times her regular straight time hourly rate for all hours worked and in addition, provided she qualifies under this Article 22 the Employer shall, pay the employee her Holiday Pay calculated in accordance with the *Employment Standards Act*, 2000.
- 22.04 Provided the employee qualifies as set out in Article 22.02, if the Paid Holiday falls on a regular day off or during the vacation period of the employee, the Employer shall pay such employee Holiday Pay calculated in accordance with the *Employment Standards Act*, 2000 or shall designate a working day, which shall be mutually agreed upon in writing by the Employer and employee concerned, and the day so designated shall be deemed to be the holiday.
- 22.05 When an employee is required to report for work on a holiday and does not report for work, she shall not be paid for the holiday unless she provides a satisfactory reason to the Employer.
- 22.06 The Employer shall endeavour to schedule work on Christmas Day and New Year's Day so that full-time employees will be off duty either New Year's Day or Christmas Day. The Employer reserves the right to change the employee's regular days off in order to ensure compliance with this endeavour.

**ARTICLE 23 – VACATIONS**

23.01 Vacation Scheduling: Full Time Employees

- (a) The vacation year will be from January 1 to December 31<sup>st</sup>.
- (b) During the period of December 1 to December 31, full time employees may submit, to their immediate Supervisor, a written request for vacation. The

Employer **will** record each request on a vacation schedule sheet that will be posted.

- (c) The approved vacation schedule shall be determined by the Employer and posted on or before January 31<sup>st</sup>. No full time employee shall be approved for more than two (2) weeks (eighty (80) hours) vacation during the period of June 1 to September 30 until all full time employees in each specific site who have requested vacation, have been approved for two (2) weeks (eighty (80) hours) vacation. This vacation may be taken as two (2) one (1) week (forty (40) hour) blocks or one (1) ~~two~~ (2) week (eighty (80) hour) block. If the Employer is not able to grant the time requested due to competing requests, the employee with the most seniority shall be given preference on the vacation schedule. The Employer shall have the right to limit the number of employees, at each site, taking vacation at any given time.
- (d) Seniority shall not apply to vacation requests submitted after December 31<sup>st</sup>. Such requests shall be dealt with in accordance with the date they are received by the Employer. The Employer shall have the right to limit the number of full time employees, at each site, taking vacation at any given time.
- (e) It is recognized that the final decision concerning the scheduling of vacations resides with the Employer.
- (f) It is expressly understood that no full time employee shall utilize unearned vacation credits without the prior express written approval of the Employer. Should a full time employee be terminated or resign her employment having used unearned vacation credits, the Employer shall deduct unearned credits from any pay owing to that full time employee. The Employer is authorized and **will** require full time employees to provide specific authorization for this repayment to be made via payroll deduction by the Employer.
- (g) Vacation cannot be taken in units less than one (1) day (*minimum* of 8 hours) at a time.
- (h) Vacation shall not be carried forward from one year to the next.

#### 23.02 Approved Leave of Absence during Vacation: Full Time Employees

Where a full time employee's scheduled vacation is interrupted due to a serious illness, which requires the full time employee to be admitted as an in-patient in a hospital the period of such hospitalization shall not be counted against the full time employee's vacation credits.

- 23.03 A full time employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to her date of separation unless she leaves without giving two (2) weeks' notice of

termination, in which case she shall only be entitled to vacation pay in accordance with the provisions of the *Employment Standards Act, 2000* unless the circumstances of notice are beyond the full time employee's control. For the purpose of this Article, a change of immediate employment shall not be considered beyond the full time employee's control unless otherwise agreed to by the Employer.

- 23.04 A full time employee entitled to vacation must take time off and shall not be allowed to receive pay in lieu of vacation.
- 23.05 The amount of vacation with pay to which a full-time employee on the active payroll of the Employer is eligible shall be determined as follows:
- (a) A full-time employee on the active payroll of the Employer shall accrue for the first four (4) years of continuous service as a full-time employee, ten (10) hours vacation per month, to a maximum of one hundred and twenty (120) hours per calendar year. Vacation pay shall be six (6) percent of the employee's regular straight time rate earned and paid to her during the calendar year. (Vacation pay previously paid is excluded from this calculation.) Vacation time off shall only be granted after the full-time employee has completed her probationary period.
  - (b) Commencing on the fifth (5<sup>th</sup>) anniversary date of continuous service as a full-time employee on the active payroll of the Employer, the full-time employee shall accrue 13.33 hours vacation per month to a maximum of one hundred and sixty (160) hours per calendar year. Vacation pay shall be eight (8) percent of the employee's regular straight time hourly rate earned and paid to her during the calendar year. (Vacation pay previously paid is excluded from this calculation.)
  - (c) If a full-time employee is hired or a part-time and/or casual employee posts into a full-time position prior to the fifteenth (15<sup>th</sup>) of the month she will accrue vacation hours for that month. If the full-time employee is hired or a part-time and/or casual employee posts into a full-time position after the fifteen (15<sup>th</sup>) of the month, no vacation hours will accrue for that month.
  - (d) Notwithstanding Article 23.01 (h), a full-time employee who is hired or a part-time and/or casual employee who posts into a full-time position after July 1<sup>st</sup> may carry her accrued vacation time over only for the first three (3) months of the following calendar year.
- 23.06 Full-time employees who are offered and accept a part-time or casual position shall, at the option of the Employer, be paid for or shall be authorized to take any outstanding vacation time to the date of commencement in the part-time or casual position. A part-time or casual employee who subsequently returns to a full-time position, shall commence accruing full-time vacation time in accordance with 23.05 (a) and (d) above.

23.07 Part-time and Casual Employees

Part-time employees and casual employees shall be granted vacation in accordance with the requirements relating thereto and as defined in the *Employment Standards Act, 2000*.

## ARTICLE 24 – SICKLEAVE

24.01 Paid sick leave for full-time employees on the active payroll of the Employer shall be determined as follows:

- (a) Sick leave credits **will** only be advanced while the full-time employee is on the active payroll of the Employer, unless otherwise required by law.
- (b) If a full-time employee is hired or a part-time and/or casual employee posts into a full-time position prior to the fifteen (15<sup>th</sup>) of the month she will be advanced sick leave credits for that month. If the full-time employee is hired or a part-time and/or casual employee posts into a full-time position after the fifteenth (15<sup>th</sup>) of the month, she will not be advanced sick leave credits for that month.
- (c) Full-time employees shall not receive payment for sick leave taken within the first three (3) months of their employment as a full-time employee.
- (d) A full-time employee on the active payroll of the Employer as of January 1<sup>st</sup> will be advanced on January 1<sup>st</sup> and each succeeding year the sixty-four (64) hours sick leave credit noted therein.
- (e) Subject to article 24.01(b), a full time employee hired on or after January 1<sup>st</sup> will be advanced 5.33 hours sick leave credit for each month remaining in the calendar year in which she is hired.
- (f) The annual sick leave credit of sixty-four (64) hours **will** apply solely to the calendar year in which it is advanced and will not be transferable or applicable to the next calendar year. Sick leave credits used will be deducted from the total credits advanced.
- (g) No cash payment of unused sick leave credits shall be made at the end of the calendar year, upon resignation, termination, retirement or death.

24.02 Any employee upon returning to work from sick leave, regardless of whether she qualifies for sick leave pay under this Article, may be requested to present a medical certificate from a duly qualified medical practitioner stating the reason for the absence, the length of absence and fitness to return to work to perform regular duties. Any employee returning from sick leave after an absence of three (3) days or more shall produce a medical certificate from a qualified medical practitioner stating



the reason for the continued absence, length of the absence and the fitness to return to work to perform regular duties.

- 24.03 An employee absenting herself on account of illness regardless of whether she qualifies for sick leave pay under this Article, must notify her immediate Supervisor or her designate of illness a minimum of five (5) hours before the start of any shift. Failure to give the required notice may result in loss of pay for that day of absence.
- 24.04 Any employee, regardless of whether she qualifies for sick leave pay under this Article, upon presenting a medical certificate from a duly qualified medical practitioner stating that she will be absent from work for a specific period of time shall continue to advise the Employer of her progress, reason for continued absence, medical restrictions and any revisions to her return to work date on no less than a monthly basis. Such notification to the Employer shall be in the form of a medical certificate from a duly qualified medical practitioner.
- 24.05 Each day or partial day of leave taken under this Article shall also be deemed to be an "Emergency Leave" day of absence under the *Employment Standards Act, 2000*.

## ARTICLE 25 – COMPENSATION

- 25.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages set forth in Schedule "A" attached hereto.
- 25.02 When a new job classification covered by the terms of this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay and shall notify the Local Union President within seven (7) working days. If the Local Union President disagrees with the rate, she may request a meeting with the Employer. Such request must be made within ten (10) days after receipt of notice from the Employer of the establishment of a new classification. If the parties are unable to agree, the dispute concerning the rate of pay may be submitted to Arbitration as provided for in Article 11 within ten (10) days of the date of the meeting.

It is agreed that the powers of the Arbitration Board or Arbitrator shall be limited to determining whether or not the rate of pay bears a proper relationship to the other classifications in the bargaining unit having regard to the requirements of the position.

The rate of pay for the new job shall remain in effect unless changed by mutual agreement of the parties or by the decision of the Board of Arbitration or Arbitrator.

- 25.03 The Employer will continue with the present practice of direct deposit of employees' earnings to the Financial Institution of their choice.

The employees will be required to provide the Employer with:

- (i) the name and location (within the province) of the financial institution to which their pay is to be deposited, and;

- (ii) the account number to which deposit is to be made.

**Article 26 - Benefits**

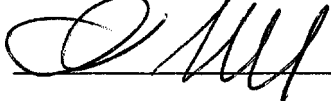
- 26.01 The terms and conditions of the Master Plan and Policy (Co-operatorsLife Insurance Master Contract G3007210) with respect to the Benefit Plans referred to below in this Article shall govern as to their administration, application and eligibility for payment of benefits.
- 26.02 The Employer agrees to pay eighty (80) percent of the premium contributions, and eligible full-time employees as defined in the Collective Agreement shall pay twenty (20) percent of the premium costs by way of payroll deductions for the basic/dependent life and AD&D insurance, extended health benefit plan, dental plan, weekly indemnity plan and long term disability plan, as noted in 26.01, for the duration of the Collective Agreement.
- 26.03 The Employer shall have the right to change the carrier of the Benefit Plan provided the coverage is substantially the same. The Union will be notified of any such change.
- 26.04 The Employer shall only continue to pay the above-noted premium costs while the full-time employee as defined in this Collective Agreement is on the active payroll of the Employer, unless otherwise required by law.

**ARTICLE 27 – DURATION**

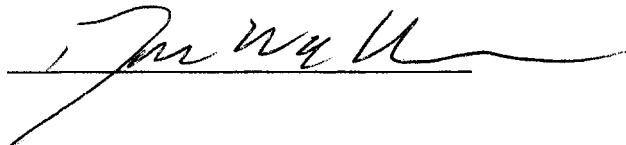
- 27.01 This Agreement shall become effective December 17, 2003 and shall continue in effect until December 31, 2004 and shall continue automatically thereafter for annual periods of one (1) year thereafter unless either party notifies the other in writing during the ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 27.02 If pursuant to negotiation an Agreement is not reached on the renewal of amendment of this Agreement, or the making of a new Agreement prior to the expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed by the parties or until conciliation proceedings prescribed under the *Labour Relations Act*, 1995 have been completed, whichever date should occur first.


IN WITNESS WHEREOF each of the parties have caused this Agreement to be signed by their duly authorized representative as of this 0 day of FEB, 2004.

FOR THE UNION:

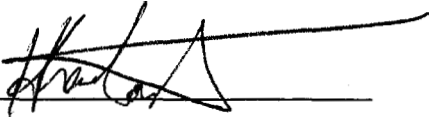
  
\_\_\_\_\_

FOR THE EMPLOYER

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

<b>Classification</b>	<b>Start Rate</b>	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>
Counsellor	15.08	15.38	15.69	16.00
Night/Awake	13.39	13.66	13.93	14.21
Housekeeper	12.24	12.48	12.73	12.98
Part-time	13.39	13.66	13.93	14.21
Casual	12.09	12.33	12.58	12.83
Night/Asleep *Rate is a flat per shift total	96.83	99.64	100.72	101.84

All hourly rates include January 1 – December 31, 2001 and January 1 – December 31, 2002 Pay Equity adjustments and fulfill the Employer's obligations under the Pay Equity Act up to and including December 31, 2002.

<b>Classification</b>	<b>Start Rate</b>	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>
Counsellor	15.23	15.53	15.85	16.16
Night/Awake	13.59	13.87	14.14	14.42
Housekeeper	12.36	12.60	12.86	13.11
Part-time	13.52	13.80	14.07	14.35
Casual	12.21	12.45	12.71	12.96
Night/Asleep *Rate is a flat per shift total	99.08	100.20	101.28	102.40

**NOTES TO SCHEDULE 'A'**

1. (a) Employees in the employ of the Employer on the Date of Ratification shall be placed in the Classification at the Wage Grid Step or at the hourly rate noted on the employee list tabled with the Union Negotiating Committee at Mediation. Employees whose straight time hourly rate of pay at the Date of Ratification is greater than the top Wage Grid Step shall be paid the Green Circled Rate noted on the employee list except as noted below,
- (b) Full-time employees hired prior to April 1, 2003, shall advance in the fiscal year 2003/2004 (April 1, 2003 - March 31, 2004) to the next higher Wage Grid Step or to the Wage Grid Step that is next higher to their hourly rate, as noted in the employee list, based upon their month and date of hire into the position.
- e.g. Date of Hire: August 15  
 April 1, 2003 - See employee list for Wage Grid Step Placement  
 or Hourly Rate
- August 15, 2003 - Move to next Wage Grid Step
- e.g. Date of Hire: March 15  
 April 1, 2003 - See employee list for Wage Grid Step Placement  
 or Hourly Rate
- March 15, 2004 - Move to next Wage Grid Step
- (c) The month and date that a Full-time employee advances to the next Wage Grid Step in (b) above, shall be the date and month used to calculate the required 2080 hours worked at the Wage Grid Step for advancement to the next Wage Grid Step. Thereafter a Full-time employee shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.
- (d) Part-time and Casual employees hired prior to January 1, 2002 shall advance in the fiscal year 2003/2004 (April 1, 2003 - March 31, 2004) to Step I of the Wage Grid based upon their month and date of hire into the position as noted on the employee list.
- e.g. Date of Hire: August 15, 2001  
 April 1, 2003 - Start Rate of Wage Grid  
 August 15, 2003 - Move to Step I
- (e) The month and date that a Part-time or Casual employee advances to Step I of the Wage Grid in (d) above shall be the date and month used to calculate the required 2080 hours worked at Step I for advancement to Step II of the Wage Grid. Thereafter a Part-time or Casual employee shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.
- (f) Part-time and Casual employees hired on or after January 1, 2002 shall advance to Step I of the Wage Grid upon completion of 2080 hours worked at the Start Rate. The month and date such employees commenced to work in the Classification (as noted in the employee list) shall be used to calculate the required 2080 hours worked at the Start Rate

for advancement to Step II. Thereafter a Part-time or Casual employee shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.

e.g. Date of Hire: January 1, 2003

April 1, 2003 -Start Rate of Wage Grid

Movement to Step I upon completion of 2080 hours worked calculated from January 1, 2003

2. (a) Employees hired on or after April 1, 2003 shall be placed in the appropriate Classification at the Start Rate.
- (b) Such employees shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.
3. (a) An employee (other than an employee who is being paid a Green Circled Rate) who is transferred or assigned to a lower paid Classification shall be placed at the same Wage Grid Step in the lower paid Classification as she was in prior to the transfer or assignment.
- (b) Hours worked by such an employee in the Wage Grid Step she was in prior to the transfer or assignment shall be credited once to the employee for the purpose of calculating the required 2080 hours worked in the Wage Grid Step of the lower paid Classification for advancement to the next Wage Grid Step. Thereafter, advancement through the Wage Grid Steps shall be based upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.
- (c) If the employee who is transferred or assigned to the lower paid Classification was being paid a Green Circled Rate immediately prior to the transfer or assignment, she shall be placed at the top Step of the Wage Grid for the lower paid Classification.
4. (a) An employee (including an employee who is being paid a Green Circled Rate) who is promoted, by way of a job posting to a higher paid classification shall be placed at the Start Rate of the Wage Grid for the higher paid Classification.
- (b) The month and date such employee commences to work in the higher paid Classification shall be used to calculate the required 2080 hours worked at the Start Rate for advancement to Step I. Thereafter advancement through the Wage Grid shall be based upon the completion of 2080 hours worked at each Wage Grid Step, except as required by law.
5. (a) An employee (including an employee who is being paid a Green Circled Rate) who is temporarily transferred or assigned to perform all the duties and responsibilities of a higher paid Classification for a period in excess of three (3) consecutive weeks shall be placed at the Start Rate of the higher paid Classification for the term of the assignment or transfer. Hours worked in the temporary assignment shall be credited as if the employee remained in her previous Classification.
- (b) A Part-time employee who is pre-authorized and appointed to be "In Charge" for an entire weekend shift shall be paid at the Start Rate for the Counsellor Classification for such shift. Hours worked while "In Charge"

- shall be credited as if the employee remained in her previous Classification.
6. (a) The Night/Asleep flat rate of pay represents compensation for four (4) hours of awake duties, based on the same hourly rate as the Night/Awake position. The Employer in recognition of the asleep hours has provided, within the start rate, a stipend of \$43.27. For all other Wage Grid Steps (one through three) the Employer shall pay a stipend of \$45.00.
  - (b) The asleep hours are not counted for the purposes of seniority accrual (Article 12), scheduled hours of work (Article 20), payment of overtime (Article 21), sick leave credits (Article 24), nor for the purpose of hours worked at each Wage Grid Step for advancement through the Wage Grid.
  - (c) Except as noted below, employees in the Night/Asleep positions will, for all purposes of this Collective Agreement, be classified and treated as Part-time employees. Notwithstanding the above, employees in the Night/Asleep position will be considered eligible for Paid Sick Leave in accordance with the terms and conditions set out in Article 24.
7. The employee list tabled with the Union Negotiating Committee at Mediation sets out a "Date of Hire". This "Date **of** Hire" is the date that shall be used to determine and calculate eligibility for any and all entitlements and for all purposes of the Collective Agreement except for the accrual of Seniority (Article 12.03) and those Articles which utilize the seniority criteria (e.g. Article 12, 13, 14).
  8. Provided these employees who are noted as "Green Circled", on the employee list tabled with the Union Negotiating Committee at Mediation, are still working in that "Green Circled" position on April 1, 2004, they shall receive, effective April 1, 2004, a one percent (1%) increase to the "Green Circled" Rate being paid to them on the Date of Ratification. It is understood and agreed that the "Green Circled" Rate shall **only** be paid to such employees so long as they continuously work in the "Green Circled" position. The "Green Circled" Rate shall no longer be applicable to an employee who ceases to work in the "Green Circled" position and subsequently returns to the same classification.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**NEW VISIONS TORONTO**

**(herein called the "Employer")**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 204**

**(herein called the "Union")**

This will confirm the understanding of the parties reached during negotiations with respect to the duration of the Collective Agreement which expires December 31, 2004 with respect to the following matter:

The parties agree that summer students employed under special government grants are excluded from the bargaining unit.

Dated at Toronto, Ontario this 10 day of FEB, 2004.

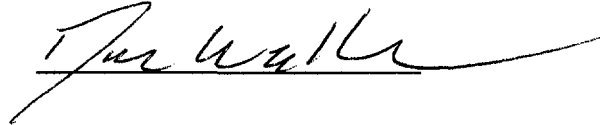
**FOR THE UNION**



---

---

**FOR THE EMPLOYER**



---

---



**LETTER OF UNDERSTANDING**

**B E T W E E N :**

**NEW VISIONS TORONTO**

**(herein called the "Employer")**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 204**

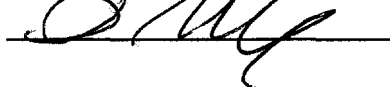
**(herein called the "Union")**

This will confirm the understanding of the parties reached during negotiations with respect to the duration of the Collective Agreement which expires December 31, 2004 with respect to the following matter.

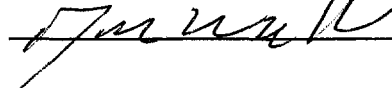
The parties agree that the one (1) to one (1) support position in the Family Services Association Options Program is excluded from the bargaining unit.

**DATED** at Toronto, Ontario this 10 day of FEB, 2004.

**FOR THE UNION**

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

**FOR THE EMPLOYER**

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

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**NEW VISIONS TORONTO**  
**(herein called the "Employer")**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION,**  
**LOCAL 204**  
**(herein called the "Union")**

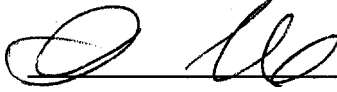
This will confirm the understanding of the parties reached during negotiation for the Collective Agreement which expires December 31, 2004 concerning sick leave credits and vacation credits for full-time employees who are scheduled to work an extended shift (i.e. more than eight (8) hours).

It is agreed and understood that if an employee who is scheduled to work an extended shift utilizes the sick leave credits advanced to her under Article 24.01 an eight (8) hour deduction to the total credits advanced will be made for each extended shift for which a sick leave credit is used. Such employee shall be compensated at her regularly scheduled rate of pay for the shift hours she would otherwise have worked.

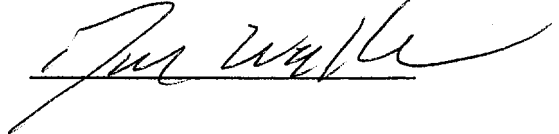
It is further agreed and understood that when a full-time employee who is scheduled to work an extended shift utilizes her vacation hours accrued under Article 23.05, an eight (8) hour deduction to her vacation hours will be made.

Dated at Toronto, Ontario this 10 day of FEB, 2004.

**FOR THE UNION**

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

**FOR THE EMPLOYER**

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