

COLLECTIVE AGREEMENT

BETWEEN

NEW VISIONS TORONTO

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA

**EFFECTIVE: JANUARY 1, 2017
EXPIRY DECEMBER 31, 2019**

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NEW VISIONS TORONTO

(hereinafter called “the Employer”)

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION, Local 1.0n

(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 **three (3)** 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.

Wherever the female gender is referred to in the Collective Agreement it shall mean both genders.

2.03 The one (1) to one (1) support position in the Family Services Association is excluded from the bargaining Unit, when people supported and/or families hire staff directly. When people supported and/or families have New Visions Toronto administer their funding, New Visions Toronto is the employer and any staff hired in any position will be part of the bargaining unit.

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, layoff, recall, terminate, 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, number of employees required by the Employer at any one time, to determine the qualifications of employees, 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
- (l) to determine all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere 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) Permanent Part-time Employees

A permanent part-time guaranteed hour employee is defined as an employee in the bargaining unit who is regularly scheduled for not more than thirty (30) hours per week and is guaranteed to be scheduled for a specific number of shifts.

(d) 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. The Employer shall collect the Union membership initiation fees for newly hired employees as may be established by the Union with the regular monthly dues remittance.

Such dues shall be deducted every pay for all employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire. Dues shall be remitted to the Union no later than the 15th of the month following their deduction.

The amount of the regular monthly dues and Union membership initiation fees shall be those authorized by the Union and the Union shall notify the Employer, in writing. 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 articles 6.01 and 6.02, including but not limited to any deductions, remittances and the provision of employee information as requested by the Union in the electronic format set out in Article 6.02.

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

- 6.02 The Employer agrees to forward to the Union with the regular monthly dues, in an electronic format acceptable to the Employer and compatible with the Employer’s technology, the names, current addresses, telephone numbers,

Social Insurance Numbers, new hires, resignations, terminations, new unpaid leaves of absence and return from a leave of absence, hourly rates, hours worked and dues remitted to the Union on behalf of the employees from whom deductions have been made. The Union agrees that it will not disperse the 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

Union Stewards

9.01 The Employer agrees to recognize **nine (9)** 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) One (1) from Davisville
- d) Two (2) Henry Lane Terrance
- e) Two (2) from New Hibret
- d) One (1) from Scadding
- e) **One (1) from Bonis**

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 Negotiation Committee

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.

In the event the direct negotiation meeting with the Employer concludes before the end of the regular scheduled working hours of a member(s) of the Negotiation Committee, such employee(s) must report for work.”

Employees scheduled to work on the night shift before a scheduled negotiations meeting will be scheduled off and shall be paid by the Employer. Employees shall not be scheduled to work on the evening or night shift on the day of a negotiation meeting.

- 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 five (5) working days after the circumstances giving rise to the complaint have originated or occurred, or ought reasonably have come to her attention. The immediate supervisor shall provide a written response to the complaint within five (5) working days of receiving the complaint. Failing settlement, it may be taken up as a grievance within five (5) working days following the immediate supervisor’s response in the following manner and sequence:

Step No. 1

The employee shall submit a written grievance signed by her to the Director of Services or designate. The employee may be accompanied by a Union Steward. The grievance shall specify the article/s 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 Director of Services or designate 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 five (5) 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 five (5) working days following the decision under Step 1, the employee shall submit the written grievance to the Executive Director, 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 Arbitration is received within ten (10) working days from the date of the decision under this Step, the grievance shall be deemed to be settled.

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 arbitrable. It is agreed that an Employer or a Union policy grievance arising directly between the Employer and the Union shall be originated under Step 2 above within five (5) working days after the circumstances giving rise to the grievance have occurred or originated, or ought reasonably have come to the attention of the grieving party. 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, specifying the nature of the difference(s), article or articles of the Collective Agreement of which a violation is alleged containing a statement of the facts relied upon and indicating the relief sought, to the **Director of Services** or her designate within five (5) days after the circumstances giving rise to the grievance have occurred or originated, or ought reasonably have come to the employee's attention. 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 that employee who may be accompanied by a Union Steward at Step 2 of that grievance procedure to that Employer within three (3) working days following the date of discharge is effective, and the time limit set out with respect that 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 Arbitrator, 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 Article 11.

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 Articles 10 and 11, the words "working days" shall not include Saturdays, Sundays, or paid holidays.

10.10 When the Employer suspends and/or discharges an employee who has completed her probationary period, the Employer shall forward a copy of the suspension and/or discharge letter to the SEIU representative within three (3) working days of issuing the letter to the employee.

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 the (10) working days from the date of the decision under Step 2 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 ten (10) working days after receiving the decision given at Step 2 of the grievance procedure, addressed to the other party, and shall contain up to three (3) proposed Arbitrators. Within fourteen (14) calendar days after having received notice to arbitrate, the other party shall indicate their choice of Arbitrator or to propose its own list of up to three (3) arbitrators. This process shall be repeated on further pass if a name is not selected. If no name is selected, or a party does not provide its list within the time set out herein, either party may ask the Ontario Ministry of Labour to make an appointment.

11.03 No persons shall be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.

11.04 The Arbitrator 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 Arbitrator shall be final and binding upon the Employer, Union, and the employee.

11.07 Each of the parties hereto shall share equally the expense of the Arbitrator, if any.

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 or 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.

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:

- (i) For full-time (refer to Article 5 Definitions) employees forty (40) hours per week;

- (ii) 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 employees' average number of hours worked per week during 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 for just cause and not reinstated through the grievance and/or arbitration procedure(s);
- (c) is laid off in excess of twenty-four (24) months or length of her seniority, whichever is less;
- (d) is absent for three (3) or more consecutive days, without notifying the Employer and providing a reasonable explanation 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 (a) 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 board a notice for a period of ten (10) days excluding Saturday, Sunday and paid holidays. The location of the vacancy will be identified on the posting. Any staff who has passed probation and is in the same job classification as the posted vacancy can request in writing a transfer to this location. Considerations for transfer will be based on the needs of the location that has the vacancy. If more than one staff has requested a transfer, once needs of the location have been considered then the staff's skill level are considered, if all is relatively equal, seniority will determine who will receive the transfer.

The filling of the vacancy will still take place, but the location will be different than that identified on the posting as the vacancy will be in the area where a staff has transferred from.

(b) Where a temporary vacancy, which the Employer knows in advance will exceed three (3) months occurs within the bargaining unit and which the Employer decides to fill, the Employer will post and or place on the Union board a notice for a period of ten (10) days excluding Saturday, Sunday and Paid Holidays. The location of the vacancy will be identified on the posting. Any staff who has passed probation and is in the same job classification as the posted vacancy can request in writing a transfer to this location. Considerations for transfer will be based on the needs of the location that has the vacancy. If more than one staff has requested a transfer, once needs of the location and the staff's skill level are considered, if all is relatively equal, seniority will determine who will receive the transfer.

The filling of vacancy will still take place, but the location will be different than the one identified on the posting. Upon completion of the contract, any staff who accepted a transfer for the contract period will return to the location that will now have a vacancy as a result of the contract ending.

13.02 The posting/placement referred to in 13.01 above shall stipulate the nature of the shifts, 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 subparagraph (a) above are reasonably 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 10th 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 necessary, 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 twenty-four (24) 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 highest salary/hourly rate paid to that classification.

14.03 In the event of recall, an employee shall have the opportunity of recall to 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 (5th) day following the date of mailing).

14.05 No new employee shall be hired until those laid off have been 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 – BULLETIN BOARDS

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

The approval of personal leaves will be limited to a total of **ten (10)** full-time and part-time employees at any one time, based on the following **combination of** employee from any one site.

Full-time and part-time employee distribution:

- (a) **Three (3)** from Henry Lane Terrace
- (b) Two (2) from New Hibret
- (c) One (1) from Bicknell
- (d) One (1) from Olean
- (e) One (1) from Davisville
- (f) One (1) from Scadding
- (g) **One (1) from Bonis**

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.

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.

Employee distribution:

- (a) Two (2) from Henry Lane Terrace
- (b) Two (2) from New Hibret
- (c) One (1) from Bicknell
- (d) One (1) from Olean
- (e) One (1) from Davisville
- (f) One (1) from Scadding
- (g) **One (1) from Bonis**

- (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:

Part-time employees scheduled to work, who have completed probation will receive one paid day off for the “Immediate Family” listed in (a).

- (a) Up to forty (40) 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, **grandchildren**, grandparents, spouse’s grandparents, step family as described above in this Article;
- (b) Up to sixteen (16) 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:

- (a) 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,
- (b) presents proof of service requiring her attendance; and,

- (c) 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 once they have completed their term as a juror or subpoenaed witness.

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 Kilometre 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 **forty-five (\$0.45)** 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 driver's license 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 1st.

18.02 Meal Allowance

The Employer shall reimburse an employee for meal costs incurred while providing services for New Visions Toronto in the following two (2) circumstances only:

- (a) Provided the employee accompanies a person supported by New Visions Toronto and remains at the restaurant with the person during the meal and provided such activity has been pre-approved by the employee's supervisor; or,
- (b) Provided the employee is assigned by her supervisor to accompany a person supported by New Visions Toronto to a scheduled appointment **or pre-approved outing** which exceeds four (4) hours in duration and which coincides with normally accepted meal periods.

The rates of reimbursement, which are inclusive of applicable tax and gratuities are:

i) Breakfast – up to **\$10.00**

ii) Lunch – up to **\$15.00**

iii) Supper – up to \$ 25.00

The employee must submit receipts to the Employer before reimbursement.

18.03 Agreements

Subject to the second sentence of this Article, the Employer and the Union shall share equally the cost of printing sufficient copies of the Agreement. The Employer shall be advised by the Union, prior to the printing of the Agreement, the number of copies to be printed and the quoted invoice print price. Once the invoice is approved by the Employer, the Union will print the 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.

18.05 Paid Time Off

(a) Part-time employees, who have completed their probationary period, shall be granted **thirty (30) hours** of Paid Time Off at their regular straight time rate of pay provided the employee notifies her immediate supervisor, or her designate, a minimum of five (5) hours before the start of her shift. Failure to give notice may result in loss of pay for that day of absence;

(b) It is understood and agreed that Paid Time Off not used by the end of the calendar year shall expire and further, Paid Time Off cannot be taken in units of less than one (1) full continuous shift.

18.06 Personnel File

Discipline shall not be relied upon after an employee has eighteen (18) months' continuous employment without disciplinary incident of the same nature.

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 four (4) hours work or four (4) 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 three (3) hour prior notice not to report for work.

Monetary Proposal still outstanding for Hours of Work.

20.06 Work schedules covering a four (4) week period shall be posted no later than two (2) weeks in advance of the starting date of the schedule being worked.

ARTICLE 21 – OVERTIME

21.01 If an employee is authorized to work and does work in excess of eighty (80) hours in a period, she shall be entitled to receive compensating time off equivalent to one and one-half (1½) times the time so worked or 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 forty-five (45) 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 forty-five (45) 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
Family Day	

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 **Boxing Day** and New Year's Day so that full-time employees will be off duty either New Year's Day or Christmas Day and **Boxing Day**. **All part-time employees must work either Christmas and Boxing Day or New Years day. This will rotate year to year.** The Employer reserves the right to change the employee's regular days off in order to ensure compliance with this endeavour.

22.07 PROCEDURES FOR SCHEDULING AND FILING SHIFTS

- All part-time staff must complete their Availability Form every 3 months for the following 3 month period, even if they work usual shifts. It is the employee's responsibility to submit her own availability to **her immediate supervisor** by the deadline date. **November 1st to November 8th** all the part time staff will give their availability for January, February and March. **February 1st to February 8th** all part time staff will give their availability for April, May and June. **May 1st to May 8th** all part time staff will give their availability for July, August and September. **August 1st to August 8th** all the part time staff will give their availability for **October, November and December**. If any employee fails to submit an Availability form in any three month period by the deadline date, it will be assumed that the employee availability has not changed since the previous months or the last Availability Form Submitted.
- Scheduled will be posted on the 15th of the month with ALL shifts filled when possible. Once the schedule is posted it deemed that all shifts are accepted.
- When schedules have to be posted with blanks, the calling procedure will occur for each shift individually.
- Approved leaves, vacations and open shifts will be offered to employees based on their submitted availability, keeping in mind seniority when total hours are calculated.
- Short notice staffing shortages: employees will be called for shifts from the oncall lists in order of seniority. The following process will occur:
 - ✓ The first group of employees called will be the part-time staff of the specific location where the shift is open, and then the casual staff of the specific location where the shift is open.

- ✓ The second group of employees called will be other part-time staff who have completed the **Availability for Shifts form** and have been added to the list **of** that location.
 - ✓ The third group of employees to be called will be casual staff **from Casual Pool list**.
 - ✓ The fourth group of employees to be called when **Overtime has been approved by a Supervisor (Service Coordinator)**, will be full-time staff in the specific location where the shift is open who have indicated they are interested in overtime.
 - ✓ The fifth group of employees to be called **when Overtime has been approved by a Supervisor (Service Coordinator)**, will be full time staff in other locations who have completed the **Availability for Shifts Form** and have been added to the list for that location.
- All calls to employees who have indicated their availability to fill short notice shifts must be recorded on the **Filling Shifts Form**. The log **form** shall show; the time and date of the call, the employee being called, the shift they are being offered, whether the employee accepts or refuses and the name of the person calling.
 - All employees must be aware of their hours and declare when accepting a shift if it will put them in an overtime situation. (More than 80 hours in a two week period). This doesn't necessarily mean that the employee will not end up working the shift but other options must be considered first. All overtime **MUST** be approved by a **Supervisor (Service Coordinator)**.

Urgent Vs Non- Urgent Shifts

- Urgent shifts are those that start within 24 hours. Non-urgent shifts are those that start **at 24 hours and beyond**.
- When filling **urgent** shifts you leave a message for the staff with the time you called and the shift available. However you **DO NOT** wait for them to return the call. You must move on to the next person on the list.
- Where the call in is requested within one hour of the starting time of the shift and the employee reports for work within 2 hours of the start of the shift, the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

The Employer maintains the right to impose overtime if required for emergency staffing situations.

ARTICLE 23 – VACATIONS

23.01 Vacation Scheduling: All Employees

- (a) The vacation year will be from **April 1 – March 31st to be implemented April 1st, 2017**. Vacation days shall be earned in the year in which they are taken.

During the implementation period employees, will still accrue the vacation for January, February and March 2017. Vacation requests for this time will be submitted to his/her supervisor by November 15th, 2016.

- (b) For vacation time commencing in April, May and June a written request for vacation may be submitted by February 1st to his/her immediate Supervisor.

For vacation time commencing in July, August and September a written request for vacation may be submitted by May 1st to her immediate Supervisor.

For vacation time commencing in October, November and December a written request for vacation may be submitted by August 1st to her immediate Supervisor.

For vacation time commencing in January, February and March a written request for vacation may be submitted by November 1st to her immediate Supervisor.

Employees who make their requests within the above submission deadlines shall be given preference with respect to their vacation periods in accordance with seniority. Employees will be notified, in writing, of their approval or denial of their vacation requests no later than four (4) weeks from the submission deadline. The Employer will record each request on a vacation schedule sheet that will be posted.

- (c) No full time employee shall be approved for more than two (2) weeks 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 blocks or one (1) two (2) week 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 **submission dates**. Such requests shall be dealt with in accordance with the date they are received by the Employer. The Employer shall have the right to schedule and limit the number of employees, at each site, taking vacation at any given time.
- (e) It is expressly understood that no 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.
- (f) Vacation cannot be taken in units less than **4 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 to 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 **All** employees 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 (5th) 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) Commencing on the twenty fifth (25th) anniversary date of continuous service as a full-time employee on the active payroll of the Employer, the full-time employee shall accrue 16.67 hours vacation per month to a maximum of two hundred (200) hours per calendar year. Vacation pay shall be ten (10) 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.)
- (d) 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 (15th) 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 (15th) of the month, no vacation hours will accrue for that month.
- (e) Notwithstanding Article 23.01 (g) a full-time employee who is hired or a part-time and/or casual employee who posts into a full-time position after July 1st 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 for their first 10,488 hours of employment **(4% of hours worked).**

Beginning at 10,489 hours of work vacation entitlement will be six percent, (6%) of hours worked.

Beginning at 20,488 hours of work vacation entitlement will be eight percent (85) of hours worked.

All Part-time and Casual employees must take vacation in blocks of a week.

The employer may approve vacation as individual days as per operational needs.

All employees entitled to vacation must take time off and shall not be allowed to receive pay in lieu of vacation.

ARTICLE 24 – SICK LEAVE

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 (15th) 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 (15th) 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, each New Year will be advanced 10 days of sick leave credit.
- (e) Subject to Article 24/01 (b), a full-time employee hired after January 1, of the year will be advanced 6.66 hours sick leave for each month remaining in the calendar year.
- (f) The annual sick leave credit 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 or modified 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.

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 Union Representative within seven (7) working days. If the Union Representative 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 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 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 Employer to pay 100% cost of premiums for health, (including vision care), dental & life benefits.

Employee to pay 100% cost of premiums for Short Term Disability and Long Term Disability, thereby making payments when required non-taxable.

26.02 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.

As the Employer has opted out of WSIB the Employer will provide an alternative worker insurance plan for all full time, part time and casual staff covering 100% of the cost of premiums for this plan.

Vision Care coverage – a maximum payout of three hundred dollars (\$300.00) every twenty-four (24) months.

\$100.00 for eye exams every twenty-four (24) months.

Dental Care Benefits – maximum of \$2,500.00 annual.
Dental coverage will be 100%.

Life Insurance coverage - \$75,000
Spousal Life Insurance - \$10,000.00
Child Life Insurance - \$5,000.00

Physiotherapy, Chiropractic and Massage Therapy Benefits will increase from \$500.00 per year to \$1,000.00 per year.

Dental Care Benefits are based on a formula of 100% co-insurance. Major restoration is based on a formula of 50% co-insurance. The maximum combined allowable is \$2500.00. Payment is based on current ODA rates.

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 - PENSION

27.01 In this Article, the terms used shall have the meaning as described:

“Plan” means Multi-Sector Pension Plan.

“Applicable Wages” means the basic straight time hourly rate for all hours worked, and in addition:

- (i) the straight time component of hours worked on holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

All other payments, premlums, allowances and similar payments are excluded.

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed six hundred and forty (640) hours of service worked with the Employer since her most recent date of hire.

27.02 Each eligible employee covered by this Collective Agreement shall contribute from the final pay period of each month an amount equal to two and a half percent (2.5%) of applicable wages to the Plan. **Effective January 1, 2018 shall contribute from the final pay period of each month an amount equal to three percent (3%) of applicable wages to the Plan.**

27.03 The Employer shall contribute to the Plan on behalf of each eligible employee from the final pay of each month an amount equal to two and a half percent (2.5%) of applicable wages. **Effective January 1, 2018 the Employer shall contribute to the Plan on behalf of each eligible employee from the final pay of each month an amount equal to four percent (4%) of applicable wages.**

27.04 The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

27.05 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

27.06 The Union and Employer acknowledge and agree that the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

27.07 It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceed the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligation exceed that which the Employer would have if the Plan were a defined contribution Plan.

27.08 The Employer agrees to provide to the Administration of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CHP-8, as amended.

For further specificity, the information required for each Eligible Employee is as follows:

(a) To be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from the date of hire to Employer's fund entry date (for the purposes of calculations past service credit)
Gender

(b) To be Provided with each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

(c) To Be Provided Initially, and as Status Changes

Full Address
Termination date when applicable (MM/DD/YY)
Marital Status

27.08 The Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Appendix II.

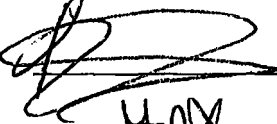
ARTICLE 28 – DURATION

28.01 The Collective Agreement shall become effective on the date of Ratification and shall continue in effect until December 31, **2019** 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.

28.02 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 3rd day of February, **2017**.

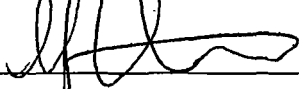
FOR THE UNION



Hand

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FOR THE EMPLOYER



J. MacDonald

Macdonald

MS/mt

SCHEDULE 'A'
CLASSIFICATIONS AND HOURLY RATES
EFFECTIVE January 1, 2016

Classification	Start Rate	Step I	Step II	Step III
Counsellor	21.25	21.60	21.95	22.34
Night/Awake	18.97	19.33	19.63	19.98
Housekeeper/Driver	17.84	18.12	18.43	18.73
Part-time	19.12	19.45	19.75	20.09
Casual	17.36	17.65	17.95	18.25
Night/Asleep	\$45 flat rate for asleep hours + 4 hours at applicable rate			

CLASSIFICATIONS AND HOURLY RATES
EFFECTIVE January 1, 2017 1% General Increase
No increase in 2018 No increase in 2019

Classification	Start Rate	Step I	Step II	Step III
Counsellor	21.46	21.82	22.17	22.56
Night/Awake	19.16	19.52	19.83	20.18
Housekeeper/Driver	18.02	18.30	18.62	18.92
Part-time	19.31	19.65	19.95	20.30
Casual	17.54	17.83	18.12	18.44
Night/Asleep	\$45.45 flat rate for asleep hours + 4 hours at applicable rate			

NOTES TO SCHEDULE "A"

1.
 - (a) Full-time employees in the employ of the Employer on April 28, 2006 shall be placed in the appropriate Classification and Wage Grid Step, on Schedule "A". Such Full-time employees shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step except as required by law.
 - (b) Part-time and Casual employees hired prior to January 1, 2002 shall be placed in the appropriate Classification and Wage Grid Step on Schedule "A". The month and date such Part time and casual employees advanced to Step I shall be used to calculate the required 2080 hours worked at Step I for advancement to Step II of the Wage Grid. Thereafter, such Part-time and Casual employees shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.
 - (c) 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 Part-time and Casual employees commenced to work in the Classification shall be used to calculate the required 2080 hours worked at the Start Rate for advancement to Step I. Thereafter, such Part-time or Casual employees shall advance through the Wage Grid Steps upon completion of 2080 hours worked at each Wage Grid Step, except as required by law.
2.
 - (a) Employees hired on or after April 28, 2006 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 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.

4. (a) An employee who is promoted, by way of a job posting to a higher paid Classification shall be placed at the Start Rate of 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) Who is temporarily transferred or assigned to perform all the duties and responsibilities of a higher paid Classification for a period in excess for 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 shift on either Saturday or Sunday 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. **If the employee who is pre-authorized and appointed is no longer working the weekend the supervisor or on-call supervisor shall authorize or appoint another part-time staff.**
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 and for all other Wage Grid Steps (one through three) a \$45.00 stipend.
- (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 during negotiations 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 Article which utilize the seniority criteria (e.g. Article 12, 13, 14).

LETTER OF UNDERSTANDING

B E T W E E N

**NEW VISIONS TORONTO
(herein called the “Employer”)**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1 CANADA**

(herein called the “Union”)

Re: Students under Special Governments Grants

This will confirm the understanding of the parties reached during negotiations with respect to the Collective Agreement which expires December 31, 2016.

1. Summer students employed under Special Government Grants Program(s) for the 2014, 2015 and 2016 summer program(s) are covered by the terms of the Collective Agreement with the exception of the following Articles which shall have no application to the Summer Students and/or the Special Government Grant Program(s).

Article 2 – Scope and recognition

Article 5 – Definitions

Articles 12.05 TO 12.07 Inclusive

Article 13 – Job Posting

Article 14 – Layoff and Recall

Article 17 – Leaves of Absence

Article 18.01 – Kilometrage Allowance

Article 18.05 – Paid Time Off

Articles 20.02, 20.03, 20.04

Article 22 - Paid Holidays

Article 23 – Vacations

Article 24- Sick Leave

Article 25 – Compensation

Article 26 – Benefits

Article 27 – Pensions

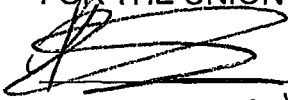
Schedule A – Classifications and Hourly Rates and Notes thereto.

2. It is further agreed that:

- (a) The hiring of summer students under Special government grant program(s) ("Program(s) by the Employer shall be done in accordance with the terms of the Program(s). The Union agrees to execute any letters of support required by the Government in order to hire student(s) under the Program(s).
- (b) Notwithstanding Article 12.01 of the Collective Agreement, students hired under these Program(s) shall be considered probationary employees for all purposes of the Collective Agreement for the full term of their employment.
- (c) Wages and benefits to be paid to students hired under these Program(s) shall be determined in the sole discretion of the Employer and shall be in accordance with the terms and conditions of the Program(s), and any applicable employment legislation.
- (d) Summer student positions under these Program(s) shall not be considered or recognized as a new classification or as any classification under the Collective Agreement for any purpose.


DATED AT TORONTO THIS 3rd DAY OF February, 2017.

FOR THE UNION



Hendricks

FOR THE EMPLOYER



Macdonald

LETTER OF UNDERSTANDING

B E T W E E N :
NEW VISIONS TORONTO
(herein called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1 Canada
(herein called the "Union")

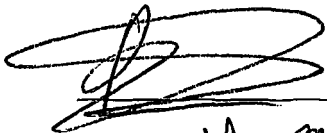
Re: Change of pay dates

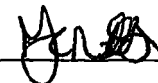
This will confirm the understanding of the parties reached during negotiations with respect to the duration of the Collective Agreement which expires December 31, 2019 with respect to the following matter.

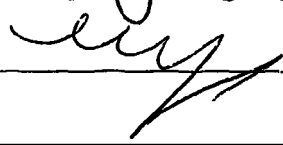
The Employer agrees to make every effort to return to bi-weekly pays for all employees. This change may occur in January 2018 contingent on the improved cash flow position of the agency.

DATED AT TORONTO THIS 3rd DAY OF February, 2017.


FOR THE UNION








FOR THE EMPLOYER





Macdonald

LETTER OF UNDERSTANDING

B E T W E E N :
NEW VISIONS TORONTO
(herein called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1 Canada
(herein called the "Union")


Re: Drivers Abstracts


Effective on the Date of Ratification, employees who have completed their probationary period who are required to provide Drivers Abstracts by the Employer shall have the cost of such paid by the Employer upon presentation of a receipt acceptable to the Employer.

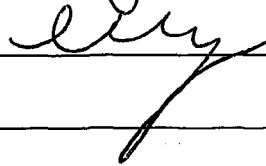
Further, the parties agree that an employee who operates any New Visions Toronto vehicle or any vehicle in the performance of her duties without a valid driver's license shall be terminated from employment for cause immediately. Should the termination issue be referred to arbitration, the Arbitrator's jurisdiction shall be limited to determine if the employee was operating the vehicle without a valid drivers' license. Notwithstanding Section 49 (17) of the Labour Relations Act 1995 as amended, the Arbitrator shall have no jurisdiction or authority to alter the penalty of termination.

DATED AT TORONTO THIS 3rd DAY OF February, 2017.


FOR THE UNION

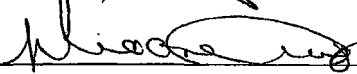


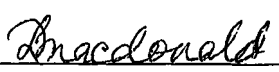




FOR THE EMPLOYER







LETTER OF UNDERSTANDING

BETWEEN:

NEW VISIONS TORONTO
(herein called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1 CANADA

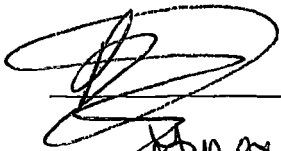
(herein called the "Union")

RE: Work Schedules

The Employer and Union have agreed to set-up a committee to discuss the changes to the employee work schedules and shifts. The employer will be implementing work schedules that will have 8 hour shifts to replace the current 12 hour shifts. This change would be discussed at the committee which will be a complement of 4 employees 2 full-time and 2 part-time staff, and the employer. This change will occur during the life of this current Collective Agreement

DATED AT TORONTO THIS 3rd DAY OF February, 2017


FOR THE UNION



Anna

Lucy

FOR THE EMPLOYER



Christine
Macdonald

LETTER OF UNDERSTANDING

B E T W E E N :

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

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1 CANADA**

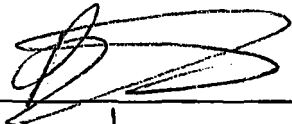
(herein called the "Union")

Re: Conversion To Permanent Part-Time Hour Positions

Permanent Part Time Hour positions, referenced in Article 5.01 (b) will be new positions that will be offered to existing Part-Time staff in each house in order of seniority. If none of the Part-Time staff in the particular house declare that they want the position(s) then it will be posted as per Article 13 "Job Posting" for all staff. Those who choose not to accept a Permanent Part Time Guaranteed Hour position will be considered part-time as defined in Article 5.01 (b).

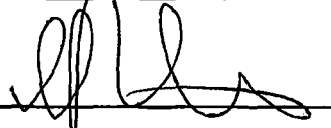
DATED AT TORONTO THIS 3rd DAY OF February, 2017.

FOR THE UNION



Gene

FOR THE EMPLOYER



Bnaacdonald

LETTER OF UNDERSTANDING

B E T W E E N :

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

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1 CANADA**

(herein called the "Union")

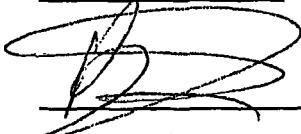
RE: Sick Time

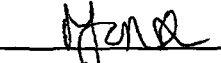
**The Full-time employees currently receive sick time in accordance with Article 24.
(Employee will be advanced 6.66 hours per month.)**

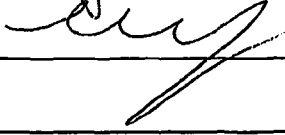
**Once the employer has fully implemented the 8 hour shifts for Full-time staff in all
work locations, the sick leave will be increased 8.00 hours per month.**

DATED AT TORONTO THIS 3rd DAY OF February, 2017.

FOR THE UNION







FOR THE EMPLOYER

