

COLLECTIVE AGREEMENT

BETWEEN

**MANITOULIN-SUDBURY DISTRICT
SERVICES BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4705**

EXPIRY: 31 December 2018

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ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its Employees, to provide a process for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION AND SCOPE OF COLLECTIVE AGREEMENT

2.01 Bargaining Unit Description

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of Manitoulin-Sudbury District Services Board save and except IMS Co-ordinator, Finance Supervisor, Executive Assistant, and persons above the rank of the IMS Co-ordinator.

2.02 Dispute on inclusion in bargaining unit

All newly proposed positions will be considered jointly by the Employer and the Union to determine if the position should be included or excluded from the Scope of this Agreement. Where the Parties disagree on whether a new position should be included or excluded from the Bargaining Unit, the matter shall be referred to the Ontario Labour Relations Board, and the decision of the Board shall be conclusive for all purposes of this Collective Agreement.

2.03 Definitions

- (a) “Full-time” employee is defined as a permanent member of the bargaining unit who is regularly employed for Twenty-four (24) or more hours per week. For the sole purpose of eligibility under Article 16 (Health and Welfare Benefits) a "Full-time" employee must be regularly scheduled to work twenty-four (24) or more hours in a week.
- (b) “Part-time” employee is defined as a permanent member of the bargaining unit who is regularly employed for less than twenty-four (24) hours per week.
- (c) "Temporary" employee is defined as a non-permanent member of the bargaining unit who is employed according to the conditions set forth in Article 2.04.
- (d) “Probationary” employee is defined as a permanent member of the bargaining unit who is employed either on a full-time or part-time basis but who has yet to complete the probationary period.

- (e) “Student” is defined as an individual enrolled in a secondary or post-secondary institution and employed during the school vacation period and performing work of the Bargaining Unit. For the purpose of this collective agreement the only Article applicable to Students shall be Article 2.04 (c), Article 6, and Appendix “A.”

2.04 Temporary Employees

- (a) Employees may be hired on a temporary basis for a specific term not to exceed twelve (12) months which can be extended by a further twelve (12) months if mutually agreed by the employee, the Union and the Employer.
- (b) Employees may be hired on a temporary basis to replace employees who are sick, injured or on an approved leave of absence not exceeding thirty (30) months. Should the replacement exceed thirty (30) months, it shall be posted under the provisions of Article 10.05 or extended by mutual agreement of the parties.
- (c) The release or discharge of a temporary employee shall not be the subject of a grievance or arbitration, unless the Union claims discrimination under Article 3. Where such a claim is asserted, the onus of proof is on the Union.
- (d) This Article will not preclude temporary employees from making application for permanent employment. A temporary employee who is the successful applicant for a permanent vacancy shall be required to serve a probationary period of up to three (3) months, commencing on the date of appointment to the permanent position, provided the employee has been at least three months in a temporary position.

2.05 Bargaining Unit Work

Employees outside the scope of this Agreement shall not regularly perform the duties of employees within the scope of the Agreement to the extent that it results in a permanent employee losing employment, being demoted, or suffering a loss of regularly scheduled basic straight time earnings. The occasional performance of such duties shall be excluded from the operation of this clause provided such performance does not lead to an erosion of bargaining unit work.

2.06 Contracting Out

There shall be no restriction on contracting out by the Employer of work or services performed by the employees herein represented provided however that no permanent employee shall, as a result of such contracting out, thereby lose employment, be demoted, or suffer a loss of regularly scheduled basic straight time earnings.

The Employer shall give thirty (30) calendar days’ prior notice to the Union of its intention to contract out work.

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination - Human Rights Code

There shall be no discrimination, interference, restriction, or coercion, exercised or practiced by the Employer, the Union, or any employee, with respect to any employee in matters covered by this Collective Agreement by reason of age, race, creed, colour, national origin, sex, marital status or place of residence.

3.02 No Discrimination - Union Activity

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union. The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no Union activity on the Employer's premises during employees' working hours.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive right and function of the Employer to generally manage the operations, and all its programs in all respects and in accordance with its inherent and statutory rights and obligations, except as expressly modified or restricted by a specific provision of this Agreement, and any relevant legislation, and without restricting the generality of the foregoing:

- (a) to hire employees, determine the qualifications necessary for the work; assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the services to be rendered;
- (b) to reprimand, suspend, discharge, or otherwise discipline employees for just cause, provided that a claim by an employee who has completed the probationary period that the employee has been discharged without just cause may be the subject of a grievance as hereinafter provided; to determine the number of employees to be employed;
- (c) to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer;

- (d) to introduce new or improved research, service, and machinery; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise policies, rules, regulations, and practices and to take whatever action is either necessary or advisable to determine, manage and fulfill the missions of the Employer;
- (e) The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01** In view of the orderly procedure established herein for the disposition of Employees' Complaints and Grievances, the Employer agrees that it will not cause or direct any lockouts of its Employees for the duration of this Agreement.
- 5.02** The Union agrees that it will not cause or take part in any strike or stoppage of any of the Employer's operations and/or services, during the Term of this Agreement as provided in The Ontario Labour Relations Act, as amended from time to time.

ARTICLE 6 - UNION SECURITY

- 6.01** It is agreed and understood by the Parties hereto that there shall be a compulsory check-off upon all Employees who come within the Unit to which this Agreement applies and it shall continue during the period of this Agreement.
- 6.02** The Employer agrees to deduct Union Dues from the earnings of each Employee in the amount certified by the Treasurer of the Union.
- 6.03** The Employer agrees to remit the amount of dues so deducted to the Treasurer of the Union on a monthly basis no later than seven (7) calendar days after the end of each month. The Employer shall include a statement clearly setting forth the names of the employees from whom the dues were deducted, showing whether an employee is permanent, probationary, temporary or a student, and any additions or deletions in staff.

6.04 Indemnification

In consideration of the deducting and forwarding of Union dues, the Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, and/or actions arising out of the collection or attempted collection of such dues as herein provided and from any claims arising from information provided by the Employer to the Union under the provisions of this Collective Agreement.

6.05 T-4 Slips

The Employer shall include a statement of Union dues deducted in the previous year from an employee's earnings on the employee's annual T-4 Statement of Remuneration.

ARTICLE 7 – REPRESENTATION

7.01 The Union shall appoint Stewards to comprise a Grievance Committee from members of the bargaining unit.

7.02 Notification of Stewards' Names

The Union shall notify the Employer in writing or by email of the name of the stewards. The Employer shall not be required to recognize any steward until such notification from the Union has been received.

7.03 Stewards' Responsibilities

The parties agree that stewards have their regular duties and responsibilities to perform as employees, and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of grievances in the grievance procedure and shall be without loss of basic pay.

7.04 Labour-Management Committee

The Parties agree to commit themselves to maintaining communications. To this end, the Employer hereby agrees that Representatives of its administration will meet with Representatives of the Union from time-to-time, and no less than four (4) times per year, to discuss problems, Employee concerns, methods to improve relations and the delivery of services to the public. The Committee shall consist of two (2) members from each of the Parties. An Employer and a Union Representative shall be designated as joint Chairpersons, and shall alternately preside over the meetings. Minutes shall be taken at each meeting and will be circulated by the Employer to the Committee Members as soon as possible following the meeting, for review. The Committee shall not have jurisdiction over any matters pertaining to collective bargaining or are the responsibility of another joint committee. The Committee's Chairpersons shall be responsible for making recommendations to their respective principals regarding the issues discussed by the Committee. Decisions of the Committee shall not be binding upon the Employer or the Union. The Union Representatives on the Committee shall not suffer a loss of pay for attending at the Committee Meetings jointly attended by the Parties.

7.05 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee, comprised of three (3) representatives to be elected or appointed from amongst the employees in the bargaining unit, for the purpose of negotiating the renewal of this Agreement. Such employees shall not lose their regular earnings for time spent during their regularly scheduled working hours in negotiating meetings with the Employer up to the point that an application for Conciliation is made. The Employer shall not require any member of the Negotiating Committee to report to work on any day of negotiating meetings with the Employer. The Employer will also recognize the President of the Local Union as a member of this Committee.

7.06 Occupational Health and Safety

The Parties agree to abide by the provisions of the *Occupational Health and Safety Act*, as amended from time to time.

A Joint Health and Safety Committee shall be established composed of two (2) Representatives from CUPE Local 4705 and two (2) Representatives appointed by the Employer. The meetings shall be chaired alternately between the Employer and the Union committee members. The Committee shall hold quarterly meetings or more often if an emergency situation warrants it, and will deal with all unsafe, hazardous, or dangerous working conditions. Representatives of the Union shall not suffer a loss of pay for attending such meetings during their regular working hours. Copies of the Minutes of all Committee meetings shall be sent to the Employer and the Union.

7.07 Individual agreements

No contract, written or oral, shall be entered into between the Employer or any of its designated representatives, and Employees covered by this Agreement on matters relative to hours of work, wages and working conditions, promotions or any other conditions affecting the welfare of the Employees in general, unless permitted in this Agreement.

7.08 Right to Representation

- (a) At the time that formal discipline is imposed, an employee is entitled to be represented by a Union steward.
- (b) The Parties further agree that where a steward is not readily available, the employee who is to be disciplined is entitled to be accompanied by another employee from the same office. The choice of representative employee will be at the sole discretion of the employee who is to be disciplined.
- (c) A copy of any disciplinary notice shall be forwarded to the Sectional Vice President of CUPE Local 4705.

- (d) The Local Union shall have the right to the assistance of staff representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer in the administration of this Agreement, provided that prior arrangements have been made.

7.09 Correspondence

Correspondence between the Parties arising out of this Agreement or incidental thereto shall be sent to the Sectional Vice-president and Recording Secretary of C.U.P.E., Local #4705 at a mailing address to be designated by the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Within the terms of this Agreement, a Grievance shall be defined as a difference arising between an employee, the Union or both, and the Employer as to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.

8.02 Grievance Procedure

Verbal Complaint

It is understood that an employee has no grievance until the employee, accompanied by a steward, has first given the employee's immediate supervisor the opportunity of rectifying the complaint. Such complaint shall be discussed with the immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance at Step 1 within seven (7) calendar days of the discussion in the following manner and sequence:

Step 1

The employee, accompanied by a steward, shall submit a written grievance signed by the employee to the Department Head. The grievance shall identify the nature of the grievance, the provisions of this Agreement that are alleged to have been violated and the remedy which is sought. The Department Head will deliver a decision in writing within seven (7) calendar days following the day on which the grievance was presented. Failing settlement, then:

Step 2

Within seven (7) calendar days following the decision under Step No. 1, the employee and a steward shall submit the written grievance to the Chief Administrative Officer or designate. A meeting will be held between the Chief Administrative Officer or designate, the Grievor, and a steward within seven (7) calendar days, or such other time as may be mutually agreeable. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at such meeting.

The decision of the Chief Administrative Officer shall be delivered within seven (7) calendar days of the meeting.

8.03 Policy Grievance

- (a) A policy grievance is defined as one that alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. The Union may file a policy grievance at Step 2 of the grievance procedure. Such policy grievance shall be filed in writing within fourteen (14) calendar days of the initial incident giving rise to the complaint. An authorized representative of the Union must sign the grievance.
- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application, or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the Chief Administrative Officer or designate within fourteen (14) calendar days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven (7) calendar days of the filing of the grievance. The grievance shall be answered in writing by the Union within fourteen (14) calendar days of such meeting.

8.04 Suspension and Discharge Grievances

The termination or suspension of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed the probationary period that the employee has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Chief Administrative Officer, or designate, at Step 2 within seven (7) calendar days following the date on which notice of the discharge or suspension was issued.

A Board of Arbitration may resolve such grievance by:

- (a) confirming the management's action in dismissing or suspending the employee; or,
- (b) reinstating the employee with full, partial or no compensation for time lost, benefits, and with or without seniority or service credits; or,
- (c) any other arrangement which is just and equitable in the circumstances.

8.05 Any step of the Grievance Procedure may be waived by mutual agreement in writing or by email between the Employer and the Union.

8.06 Agreements arrived at between the Employer and the Union on the disposition of any specific employee, Union, or Employer grievance shall be final and binding upon the Employer, the Union, and the employees concerned.

8.07 Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within twenty-eight "28" calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

8.08 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, notwithstanding s. 48(16) *Labour Relations Act*.

8.09 (a) Removal of discipline

All formal disciplinary notices shall be removed from an employee's personnel file after eighteen (18) months from the date of the discipline, provided the employee has been discipline-free for the period.

(b) Review of personnel file

An employee, upon written request to the employee's immediate supervisor, may view the contents of the employee's Personnel File at a mutually convenient time. An employee may also, upon written request to the employee's immediate supervisor, authorize a Union Representative to view the employee's Personnel File. Copies of any documents contained in the Personnel File may be released to the employee upon written request by the employee, with the understanding that the Employer will no longer be responsible for the confidentiality of those documents. Such review shall not occur more than once a year, excluding any review required for arbitration or any other litigation.

ARTICLE 9 - ARBITRATION

9.01 The parties agree that a single arbitrator will be appointed to hear any matter referred to arbitration. When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 8.07 above, and at the same time propose an arbitrator. The parties may also suggest to mediate the matter prior to the Arbitration hearing. Within fourteen (14) calendar days, the other party shall respond either accepting one of the arbitrators proposed, or proposing alternatives. Should the parties be unable to agree on an arbitrator to appoint, either party may make request to the Ministry of Labour to appoint an arbitrator.

- 9.02** By mutual agreement the parties may elect to have a three-person Arbitration Board hear the matter in dispute instead of a single arbitrator. In such case, the party wishing to submit the issue to arbitration should indicate in its notice of intent to arbitrate, that it would like the matter heard by an Arbitration Board. The recipient of the notice shall inform the other party within seven (7) calendar days of receipt of the notice if it is agreeable or not to the matter being heard by an Arbitration Board. If so, each party shall appoint its nominee. The two (2) nominees shall attempt to select a chairperson of the Arbitration Board by mutual agreement. Failing agreement within seven (7) calendar days or such time as agreed by the parties clause 9.01 shall be followed. Where an Arbitration Board is utilized, the decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding upon the parties and the employees concerned.
- 9.03** An Arbitration Board/sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement.
- 9.04** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05** Each of the parties shall equally share the fees and expenses of the single Arbitrator. Where an Arbitration Board is utilized, each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.
- 9.06** Notwithstanding any provision to the contrary, either Party may apply for expedited Arbitration pursuant to the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 10 - SENIORITY

10.01 Seniority is defined as the length of continuous service with the Employer within the bargaining unit since date of hire, as adjusted by the provisions of this Agreement. Seniority for part-time employees will be calculated based on number of hours worked. Seniority shall be applied as set out below and shall operate on a bargaining-unit-wide basis, subject to the terms of this Agreement.

10.02 Seniority Lists

- (a) There shall be one seniority list for employees covered by this Agreement who have completed their probationary period. A copy of the seniority list shall be posted and forwarded to the Sectional Chair and Recording Secretary of the Union in January and July of each year, on all bulletin boards or via electronic means. The seniority list will include seniority as at the conclusion of the last pay in December and the last pay in June.

- (b) Protests in regard to an employee's seniority standing must be submitted in writing or by email to the Chief Administrative Officer within twenty-eight "28" calendar days from the date that the employee's name is first entered on the Seniority List. When the employee or the employee's representative establishes proof of error, such error will be corrected and the proper information inserted on the Seniority List. No change in the seniority status on the Seniority List shall be made unless agreed upon by both Parties.
- (c) When an employee is transferred from part-time to full-time, the employee shall transfer seniority on the basis of 1825 hours worked (for positions on a thirty-five (35) hour work week); or 2080 hours worked (for positions on a forty (40) hour work week) equals one (1) year and vice-versa. For the purposes of calculation of seniority, overtime hours are not included.
- (d) Should two (2) or more employees have an identical seniority date their seniority dates will remain unchanged, but their ranking on the list will be determined by the length of total temporary service with the Employer. Should two (2) or more employees with the same seniority date also have equal lengths of total temporary service with the Employer, then their ranking shall be determined by a random draw of numbers with the employees involved being present.

10.03 Probationary Period

- (a) Newly hired full-time employees shall be considered to be on probation for a period of up to six (6) completed months worked from date of hire. Newly hired part-time employees shall be on probation for a period of 912.5 hours worked (for positions on a thirty-five (35) hour work week) or 1040 hours worked (for positions on a forty (40) hour work week) or twelve (12) months from date of last hire, whichever occurs first. Upon successful completion of the probationary period, the employee shall receive seniority credit to the employee's date of last hire.
- (b) An employee will have no seniority rights during the probationary period, and the termination of an employee during this period shall not be the subject of a grievance or arbitration, unless the Union claims discrimination under Article 3. Where such a claim is asserted, the onus of proof is on the Union.

10.04 Deemed Termination

Seniority shall be lost and an employee shall be considered to be terminated under the following circumstances:

- (a) where the employee resigns;
- (b) where the employee is discharged and the discharge is not reversed through the grievance or arbitration procedure;

- (c) where the employee has been absent due to disability or illness for a period of twenty-four (24) months, provided the termination is not contrary to the Human Rights Code;
- (d) where the employee has been laid off for a period of twelve months if less than five (5) years seniority or twenty-four (24) months for those employees with five (5) or more years seniority;
- (e) where the employee is absent from scheduled work for three (3) consecutive days without providing a reason satisfactory to the Chief Administrative Officer;
- (f) where the employee has been laid off and fails to report the employee's intention to return to work within seven (7) calendar days from the date of notification by registered mail at the last address on the files of the Employer, or fails to report for work within seven (7) calendar days thereafter, unless the employee has a reason satisfactory to the Chief Administrative Officer.

10.05 Job Posting

- (a) Where a permanent vacancy occurs in a classification in the bargaining unit, or a new permanent position is created which falls within the bargaining unit, such vacancy shall be posted no later than seven (7) consecutive calendar days following the date of the vacancy. This posting shall be on all bulletin boards for a period of seven (7) consecutive calendar days. Such postings will also be mailed to those Employees who are off work in excess of thirty (30) calendar days, due to illness, approved leaves, and/or accident. Employees may apply for the position during the posting period. First consideration shall be given to permanent employees and then in the following order consideration shall be given to probationary employees and temporary employees.
- (b) The Employer will consider applications from employees in the bargaining unit before considering applicants from outside the bargaining unit.
- (c) When making a selection for a posted position, for which employees are competing, the Employer will consider the following:
 - (i) seniority; and,
 - (ii) skill, ability, experience, and qualifications.

Where the factors in (ii) are relatively equal amongst the employees considered, seniority shall be the deciding factor.

- (d) The selection process is a period of twenty-one (21) days following the closing of an internal posting. The successful applicant shall be notified in writing no later than seven (7) calendar days after the end of the selection

process. Notice of the name of the successful applicant shall be placed on the bulletin boards. Upon request, the Employer shall provide unsuccessful applicants with the reasons for which they were not selected.

- (e) The successful applicant shall be placed on trial for a period of up to three (3) months. Conditional on satisfactory service, the employee shall be declared permanent in the position after the completion of the trial period. Where the Employer or the employee determine that the successful applicant is not suitable for the job during the trial period, the employee shall be returned to the employee's former position and salary level without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position and salary level without loss of seniority.

- (f) **Temporary vacancy**

A temporary vacancy which is known to have a duration of more than sixty (60) calendar days shall be posted under this Article.

Where a temporary vacancy which was not expected to have a duration of sixty (60) calendar days extends beyond that period, it shall be posted under this Article immediately after the sixtieth (60th) day unless extended by mutual agreement of the parties.

Subsequent vacancies arising from the filling of a temporary vacancy, which the Employer intends to fill, need not be posted, but shall be offered to qualified employees in accordance with seniority.

At the end of the temporary vacancy, a permanent employee filling the vacancy shall be returned to the employee's former position.

- (g) The information on a job posting shall be consistent with the Job Description of the position being filled.
- (h) Where the Employer determines that it does not intend to fill a vacated position, the Employer shall notify the local within five (5) working days of making the decision.

10.06 Layoff and Recall

- (a) **Layoff**

Where the Employer determines that it is necessary to reduce its complement, employees in the affected classification(s) at the affected location(s) shall be laid off in the reverse order of their seniority. Such employees laid off shall be allowed to bump a less senior employee that either:

- i. has the least seniority in a classification of equal or lesser pay, provided that the employee exercising the right to bump has the ability and qualifications to perform the required work; or
- ii. has the least seniority in their work location in any classification of equal or lesser pay, provided that the employee exercising the right to bump has the ability and qualifications to perform the required work. For this purpose, the “work location” shall be defined as a 10 kilometre radius of the work location from which the employee has been displaced.

Employees displaced as a result of the foregoing process shall also be afforded the same opportunity to bump.

(b) Notice

The Employer shall provide the Union and the employees concerned with notice of layoff in accordance with the Employment Standards Act.

(c) Recall

Employees shall be recalled in the order of seniority, unless otherwise agreed between the Employer and the Union, provided that the employee is qualified to perform the available work.

When employees are to be recalled by the Employer, they shall be notified by Registered Mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer, and if they fail to report within fourteen calendar days after the delivery or receipt of such notice, the Employer shall not be under any obligation to re-employ them.

(d) Severance

(1) An employee who has received written notice of layoff shall, within thirty (30) calendar days, elect to:

- i. exercise his/her seniority rights for bumping purposes; or,
- ii. accept layoff

(2) If the employee accepts layoff, he/she shall within thirty (30) calendar days from the effective date of layoff elect to:

- i. either retain seniority rights of layoff and recall; or
- ii. accept severance pay.

(3) Upon acceptance of severance pay all seniority rights and rights to recall under the agreement are terminated, or upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under these provisions are terminated.

- (4) Entitlement to and severance pay for each employee will be as follows:
- i. One (1) week's pay for each calendar year of service up to a maximum of twenty-six (26) weeks pay
 - ii. A pro-rated amount shall be calculated for each partial year.
- (5) Part time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of his or her termination.

10.07 Transfer outside of Bargaining Unit

No employee shall be transferred to a temporary position outside the bargaining unit without the employee's consent. If an employee is transferred to a temporary position outside the bargaining unit, the employee shall be retained on the seniority list for twelve (12) months. After twelve (12) continuous months, the employee's name shall be removed from the seniority list.

The aforementioned twelve (12) month period may be extended by mutual agreement of the Parties. The Local Union shall not unreasonably or arbitrarily deny such a request by the Employer for an extension.

Employees may be hired on a temporary basis to replace employees outside the bargaining unit who are sick, injured or on an approved leave of absence not exceeding thirty (30) months unless extended by mutual agreement of the parties.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Personal Leave of Absence

Written requests for a personal leave of absence without pay will be considered on an individual basis by the Chief Administrative Officer or designate. Such requests are to be submitted as far in advance as possible, but no less than seven days prior to the requested leave, and a written reply will be given within 2 business days, except in cases of emergency, in which case a reply will be given as soon as possible. Permission for such leave shall not be unreasonably withheld.

11.02 Pregnancy/Parental/Adoption Leave

Pregnancy/Parental/Adoption Leave will be granted in accordance with the *Employment Standards Act*, and with the following conditions to apply to permanent and probationary employees:

1. The employee shall continue to accumulate seniority and accrue vacation but will not be entitled to any Designated Holidays during the leave.
2. Upon return to active employment the employee shall be reinstated to the employee's former position. If such position no longer exists, the employee will exercise the employee's rights under the Collective Agreement.

3. The employee will be entitled to Health and Welfare Insurance benefits as per Article 16.
4. The employee will be entitled to a Pregnancy/Parental/Adoption leave Supplementary Benefit on the following basis:

For the first two weeks of leave, the Employer shall provide the employee with 80% of regular earnings (less any statutory or other required deductions);

For the next following fifteen (15) weeks, the Employer shall top up any EI Benefit to 80% of regular earnings (less any statutory or other required deductions), provided the employee is eligible for such benefit.

11.03 Bereavement Leave

A permanent employee who notifies the Employer as soon as possible following a death in the employee's immediate family shall be granted up to three (3) consecutive working days off surrounding the day of the funeral, without loss of the employee's regular pay, in order that the employee may make the arrangements for and/or attend the funeral of a member of the employee's immediate family. One (1) of these days may be used at a later date for a delayed internment. "Immediate family" shall mean grandparent, parent (including step-parent), spouse, sibling, step-sibling, child (including step-child), son-in-law, daughter-in-law, spouse's parent, or grandchild.

In the event of the death of a spouse, child, parent, brother or sister, the Employer shall grant such an employee two (2) additional consecutive working days leave without loss of the employee's regular pay from the employee's regularly scheduled hours.

In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall receive two (2) consecutive working days leave without loss of the employee's regular pay from the employee's regularly scheduled hours.

In the event of the death of an employee's direct relative aunt or uncle, the employee shall receive one (1) working day leave without loss of the employee's regular pay from the employee's regularly scheduled hours. For the purpose of clarity, aunt or uncle does not include the employee's spouse's aunt or uncle.

When an employee qualifies for Bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits for such occurrence. The period of vacation so displaced shall be re-scheduled as mutually agreed upon between the Employee and the Employer.

11.04 Jury Duty and Witness Leave

If an employee is required to serve as a juror or is subpoenaed to witness in any court of law, including a Coroner's inquest, the employee shall not lose the employee's regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.

An employee will not be required to return to work on a day where they have been on jury duty or witness leave.

The foregoing provision shall not apply where the employee is a party to the court proceeding.

11.05 Union Leave

- (a) The Employer, upon two (2) weeks' written notice from the Union, may grant a leave of absence without pay to up to two (2) employees appointed by the Union to attend Union functions, providing the granting of such leave does not unduly interfere with the efficient operations of the Employer.
- (b) Where an employee is appointed as a salaried representative of the Union, such employee shall be granted a leave of absence without pay and benefits to exercise the duties of such appointment, provided that the employee gives the Employer at least four (4) weeks' written notice, and such leave shall be restricted to one employee at any one time. Such leave shall be for no less than two months.
- (c) During the leaves of absence outlined in Article 11.05 (a) and (b), the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

11.06 Election Leave

The Employer shall allow leave of absence without pay so that an Employee may be a candidate in a Federal, Provincial, or Municipal Election, in accordance with the provisions of applicable legislation.

11.07 Effect of Absence

Except as specifically provided otherwise in this Collective Agreement, it is understood that during any absence without pay from the Employer not exceeding

thirty (30) calendar days, both seniority and service will accrue as provided under this Collective Agreement. During such an absence exceeding thirty (30) calendar days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of all subsidized employee benefits in which the employee chooses to participate for the period of absence. This clause shall not be applicable to leaves under Article 11.02, Pregnancy/Parental/Adoption Leave, Article 16.03 (d) Short Term Disability, Article 16.04 Long Term Disability and in cases where the Employee has applied for and/or is in receipt of W.S.I.B. benefits.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Hours of Work

The following provisions are intended to designate normal hours of work on a daily shift and per week, and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

- (a) for full-time employees, the normal hours of work shall be thirty-five (35) per week from 08:30 to 4:30 pm hours, Monday to Friday, exclusive of a one (1) hour unpaid lunch period allotted therein;
- (b) During each three and one-half (3½) -hour period of work employees shall be entitled to a fifteen (15) -minute paid break to be scheduled by the supervisor.
- (c) The normal hours of work for Full-Time Building Custodians shall average forty (40) hours per week from Monday to Friday, between the hours of 7:30am and 5:30 pm, inclusive. These hours shall be exclusive of an unpaid lunch period and inclusive of a ten (10) minute clean-up period prior to lunch and prior to the end of shift.

Notwithstanding the above, the Employer may allow staggered working hours subject to the daily requirements at the Employee's reporting depot.

- (d) Employees may request optional start times which will be considered and approved based on individual circumstances and operational needs. Such requests will not be unreasonably denied.

12.02 Overtime

- (a) A full-time employee or a temporary employee who is employed on a full-time basis who is directed by the employee's supervisor to work in excess of the regular daily hours shall receive compensating time off with pay at the employee's regular straight time hourly rate on the basis of one and one-half hour for each such hour worked.

- (b) A part-time employee or a temporary employee who is employed on a part-time basis who is directed by the employee's supervisor to work in excess of thirty-five (35) hours in a week or seven (7) hours in a day; (for building custodians in excess of forty (40) hours in a week or eight (8) hours in a day) shall receive compensating time off with pay at the employee's regular straight time hourly rate on the basis of one and one-half hour for each hour worked.
- (c) All overtime must be approved in advance by the supervisor before it is worked.
- (d) Compensating time off may be accumulated for up to twelve (12) months in a calendar year. Such time shall be taken at a time to be mutually agreed between the employee and the employee's supervisor. Where there is any such time left to an employee's credit at 31 December, the employee must take the time off prior to 30 June following. For the purpose of clarity any overtime to be taken between April 1st and June 30th shall be requested by March 31st.
- (e) Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided.
- (f) Overtime shall not be paid for any period less than ten (10) minutes.
- (g) When the Employer decides that overtime is to be worked, the Employer shall request volunteers from among the employees in the classification that requires the overtime at the location where the overtime is required. Where there are no volunteers, the Employer shall assign the employees who are to work overtime, starting with the most junior person in the classification at the location at which the overtime is required.

Overtime shall be distributed as equitably as possible, among classifications by location. A refusal to work overtime shall be counted as overtime worked for purpose of this distribution.

- (h) Where an employee is directed to perform more than two hours of overtime work, continuous with but following the employee's shift, the employee shall receive a meal allowance of \$12.00, which shall be reimbursed upon submission of an expense claim.
- (i) Notwithstanding this article, Building Custodians will be paid out for any overtime worked, unless they notify the Employer in writing in advance of January 1 each year of their desire to instead receive compensatory time off for overtime worked. Such option cannot be changed during that calendar year.

12.03 Call Out

Where an employee, who has completed the employee's regularly scheduled hours, is called back to work outside the employee's regularly scheduled hours, such employee shall be paid a minimum of three (3) hours at time and one-half (x1.5) the employee's regular rate of pay for three (3) hours work or less. This provision shall not apply to a second subsequent call-out which occurs within two (2) hours of the first nor when an employee is called to work immediately prior to the start, or immediately following the end of the employee's scheduled work hours.

ARTICLE 13 – WAGES

13.01 Wages

The Employer shall pay the wage rates in accordance with Appendix "A" attached hereto and forming part of this Agreement.

13.02 Temporary Assignments

- (a) Where the Employer temporarily assigns an employee to perform the duties of a position in the bargaining unit with a higher rate of pay for a period of one (1) day or more, the employee shall be paid at the start rate of the higher rated position for the period of the assignment. Where the start rate is less than the employee's regular rate, the employee shall receive a premium equivalent to the value of one step on the employee's regular wage grid. Movement in the levels of the wage grid will apply to the position in which he/she is temporarily employed.
- (b) Where the Employer temporarily assigns an employee to the duties and responsibilities of a position with a lower rate of pay, the employee shall continue to be paid at the employee's regular straight time hourly rate.

ARTICLE 14 – DESIGNATED HOLIDAYS

14.01 The following shall be designated holidays:

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

14.02 Entitlement to designated holiday off with pay

Subject to Article 14.04 below, a full-time employee shall be entitled to receive a designated holiday off with pay in the amount of the employee's regular straight time earnings provided the employee works the regularly scheduled full shift immediately preceding and following the holiday unless properly excused by the Employer.

Part-time employees shall be entitled to receive a designated paid holiday off with pay, provided the employee works the employee's regularly scheduled full shift immediately preceding and following the holiday unless properly excused by the Employer. The amount of pay for the designated holiday shall be the total amount of regular wages and vacation pay payable to the employee in the four (4)-week period prior to the work week in which the designated paid holiday occurs divided by twenty (20).

Notwithstanding any provision to the contrary employees on leave under Articles 11.01 (Personal Leave), 11.06 (Election Leave), 16.03(d) (Short-term Disability), 16.04 (Long-term Disability) shall not be entitled to Designated Holiday Pay.

14.03 Holiday falling on a regularly scheduled day off

Where a designated holiday falls on a regularly scheduled day off, the Chief Administrative Officer may substitute another day off with pay for all staff provided that the Chief Administrative Officer gives four weeks' written notice of when the substituted day will be taken. The written notice will outline that either one or two (as the case may be) substituted days with pay will be taken on a scheduled work day either immediately prior to or following the day on which the designated holiday falls.

14.04 Work on a holiday

Where the Employer requires an employee to work on a designated holiday and the employee does, such employee shall receive one and one-half times the employee's regular straight time hourly rate for all hours so worked and another day off with pay in lieu of the holiday in accordance with Article 14.02.

14.05 Lieu Day Scheduling

An employee entitled to a lieu day under Article 14.04 shall take it at a time mutually agreed between the employee and the employee's immediate supervisor within one (1) month of the holiday. Failing mutual agreement on the scheduling of a lieu day the lieu day shall be added to the employee's next block of scheduled vacation.

ARTICLE 15 – VACATIONS

15.01 Full-time Vacation Entitlement

- (a) Full-time employees who have completed less than one (1) year employment with the Employer as of 31 December in any year shall be entitled to a vacation in the calendar year following on the basis set out in the *Employment Standards Act*;
- (b) Full-time employees who have completed one (1) year or more of employment with the Employer as of 31 December in any year shall be entitled to a three (3) weeks vacation with pay;

- (c) Full-time employees who have completed six (6) years or more of employment with the Employer as of 31 December in any year shall be entitled to a four (4) weeks vacation with pay;
- (d) Full-time employees who have completed ten (10) years or more of employment with the Employer as of 31 December in any year shall be entitled to a five (5) weeks vacation with pay;
- (e) Full-time employees who have completed fifteen (15) years or more of employment with the Employer as of 31 December in any year shall be entitled to a six (6) weeks vacation with pay;
- (f) Effective January 1st, 2005 vacation pay will be given at the employee's current rate of pay in effect at the time vacation is taken.
- (g) Employees are entitled to carry over up to one (1) weeks' vacation entitlement into the next year, without requiring permission of the CAO. Employees are allowed to carry over up to one (1) year paid vacation entitlement to the next year in accordance with Employer's vacation management procedures.
- (h) Vacation entitlements on the employee's anniversary year shall be pro-rated for the year and advanced on January 1.
- (i) Employees' vacation entitlements shall be advanced on January 1 of each year. Employees who leave during the year shall be required to pay back any vacation advances taken but not yet earned. It is agreed that such deduction if any will be made from the employee's final pay cheque.

15.02 Part-time Vacation Pay

Part-time employees shall be entitled to vacation pay in the amount of 4% of the employee's earnings to be paid in each bi-weekly pay.

Part-time employees who have completed three (3) or more years of service with the Employer, on the basis of the calculation outlined in article 10.02(c), shall instead receive vacation pay in the amount of 6% of the employee's earnings to be paid in each bi-weekly pay.

15.03 Temporary Employee Vacation Pay

Temporary Employees shall be entitled to vacation pay in accordance with The Employment Standards Act, as amended from time to time. Vacation Pay shall be paid bi-weekly on paydays.

15.04 Vacation Scheduling

The Employer shall endeavour to accommodate the wishes of employees with respect to vacation scheduling requests subject to the service needs of the agency.

The Employer shall post a vacation request sheet, and requests must be completed:

- (a) Prior to November 15 for the period January 1 to March 31 of each calendar year;
- (b) Prior to February 15 for the period April 1 to December 31 of each calendar year.

In the case of conflicting vacation requests, seniority shall govern, provided however, that an employee may exercise such seniority only once in each posting period. Approval or non-approval for vacation shall be given no later than thirty (30) days after either November 15 or February 15. Written requests for vacation outside the posting period must be submitted in advance and may be granted, subject to operational requirements which shall not be exercised in an arbitrary manner, on the basis of first come, first served.

15.05 Employees upon termination of employment will be entitled to be paid for annual vacation accruals under their personal applicable subsection of Article 15.

15.06 For the purposes of service for vacation entitlement, where an employee is transferred from part-time to full-time, such employee shall transfer service on the basis of one year for each 1825 hours worked (for positions on a thirty-five (35) hour work week); and on the basis of one year for each 2080 hours worked (for positions on a forty (40) hour work week).

15.07 If a Designated Holiday falls in a vacation period, it shall be taken at another time mutually agreed upon by the employee and the employee's immediate supervisor.

ARTICLE 16 – HEALTH AND WELFARE BENEFITS

16.01 Participation by each eligible full-time employee in the Ontario Municipal Employees Retirement System Basic Plan is compulsory. Participation by each eligible part-time employee in the Ontario Municipal Employees Retirement System Basic Plan shall be in accordance with the OMERS rules and regulations and the Pension Benefits Act.

16.02 Normal retirement

Retiring employees shall be paid any retirement allowance or pension plan to which they are entitled under the Plan and Policy. It is understood that legislation takes precedence.

16.03 The Employer's sole obligation shall be to pay one hundred (100%) percent of the billed premium for coverage of full-time participating eligible employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements:

(a) Life Insurance

The policy shall provide for a benefit of three times earnings, to a maximum of \$225,000, for each eligible full-time participating employee in the Employer's active employ, including an AD&D benefit.

The policy shall provide for a dependent life benefit of \$10,000 (spouse), and \$5,000 (dependent children).

(b) Extended Health Care

The Employer shall procure the following benefits for each eligible full-time participating employee and eligible dependent and shall pay 100% of the premium. The extended health plan shall have no deductibles for members

1) Paramedical Services:

- (i) Clinical Psychologist: \$100 initial visit, then \$80/visit to a maximum of \$420/person/calendar year.
- (ii) Chiropractor, Massage Therapist, Osteopath, Naturopath, Podiatrist, Chiropodist, Physiotherapist, Sports Therapist: \$25/visit up to 20 visits/year/ practitioner.
- (iii) Speech Pathologist: \$60 initial visit, then \$40/visit to a maximum of \$260/person/calendar year.
- (iv) Nutritional Counselling: \$25 initial visit, then \$20/visit to a maximum of \$280/person/calendar year.
- (v) Paramedical Services (except Chiropractor) must be referred by a physician or nurse practitioner in order to be eligible for reimbursement.

2) Hospital: Semi-private

3) Formulary 3 drugs. Effective May, 1, 2012 the drug plan will provide a drug card to Employees. The cost of drugs will be covered as follows: 100% Generic Drugs and 70% of Brand Drugs. In the event an employee has an adverse reaction or allergy to a specific generic Drug and no other generic drug is available, the employer will reimburse the employee at 100% of the cost of the Brand Drug subject to a special authorization process.

Fertility drugs to a maximum of \$2500/person/calendar year. Fertility procedures to a maximum of \$2,500 per person per lifetime. Smoking cessation drugs to a maximum of \$500.00 per lifetime.

- 4) Hearing Aids: \$500/60 months
- 5) Ambulance: Ground and air ambulance
- 6) Orthotics: 2 pairs / year
- 7) Orthopedic shoes: 2 pairs / year
- 8) Vision: \$400 every 24 months, and eye exam to a maximum of \$80 every 24 months
- 9) Out of Country travel coverage

(c) Dental

The policy shall provide for a benefit for each eligible full-time participating employee a basic dental benefit to a maximum of \$2,500 per year. Payment will be based on rates as shown in the current Ontario Dental Association suggested fee guide for general practitioners.

(d) Short-term Disability

The policy shall provide for a benefit for each eligible full-time participating employee of 75% of regular weekly earnings to a weekly maximum benefit of \$930, with a qualifying period of first day accident, third day illness, and a benefit period of seventeen (17) weeks.

16.04 Long-Term Disability

Full-time eligible employees who have completed the probationary period shall pay the cost of the billed premium for a Long-term Disability benefit, through payroll deduction. The benefit shall provide for a benefit of sixty-five (65%) percent of normal monthly earnings excluding overtime and other special compensation to a maximum of \$4000 per month, with an elimination period of seventeen (17) weeks.

16.05 All claims for benefits under the Insurance Plans set out above shall be administered in accordance with the master contract with the particular carrier for the specified benefit. It is understood that this provision does not permit the Employer to contravene the coverage amounts outlined above.

16.06 It is understood that the Employer may at any time substitute another carrier for any Insurance Plan provided the benefits conferred thereby are not changed. Before making such substitution, the Employer shall notify the Union to explain the proposed change.

16.07 Sick Credit Bank

- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. Each full-time employee in the active employ of the Employer who has completed the probationary period shall receive a credit of ten (10) non-cumulative sick day credits on 1 January of each year. Such sick leave days are to be used for casual absences due to sickness or for the elimination period for Short Term Disability benefits. Employees, upon completing their probationary period, will have the ten days reduced by pro-rating and rounding to the nearest full day for the remaining balance of the year. For example, if the probationary period is completed on July 31st, sick leave entitlement for the balance of the year would be 5/12 of 10 or 4 days. Employees will be allowed to use part or all of their sick day credits in order to engage in personal preventative medical health and dental care or in cases of immediate family illness or family preventative medical health and dental care. Eligible employees may use up to three (3) of these sick day credits for personal purposes, and such requests will be considered approved except where there is insufficient coverage in the work location.
- (b) Where a full-time employee is absent from work due to legitimate illness, the employee shall not lose regular straight time earnings from the employee's regularly scheduled hours but shall draw from the employee's Sick Credit Bank to the extent of the employee's credits in the Bank.
- (c) An employee shall be required to submit a physician's certificate with respect to any period of time that the employee is absent due to illness for more than three days. It is understood that the Employer may request doctor's certificates from employees to cover any absence due to illness, where the frequency, circumstances and pattern of the absences so warrant.
- (d) If an employee's position is declared redundant while on sick leave, the employee upon return to work shall be entitled to exercise the normal displacement rights set out in Article 10.

16.08 Part-time Percentage-in-lieu

Part-time employees shall receive 13% of their regular straight time hourly rate of pay on all straight time hours worked in lieu of all benefits set out in this Article. For the purposes of Articles 16.03 and 16.04, "part-time" shall mean an employee who regularly scheduled to work less than twenty-four (24) hours in a week.

Part-time employees who elect to participate in OMERS shall have the percentage in lieu of benefits reduced by the amount of the Employer contribution as it changes from time to time on behalf of employees.

16.09 Benefit Coverage during Absence due to Illness

The Employer shall continue to pay its portion of the billed premiums for Life Insurance, Extended Health Care, and Dental benefits for employees who are absent due to legitimate illness approved by the STD and LTD insurance carriers for a period of up to twenty-four (24) months from the commencement of the absence.

16.10 Survivor benefits will be provided by the Employer for eligible dependants for period of (6) months following the death of an employee. These benefits shall be limited to extended health care, dental and prescription drug coverage.

ARTICLE 17 – MISCELLANEOUS

17.01 Gender

Whenever the feminine is used in the Agreement, it includes the masculine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

17.02 Bulletin Board

The Employer agrees that the Union shall have the right to use Bulletin Boards supplied by the Employer. Such Bulletin Boards to be used to post notices of meetings and other such notices that may be of interest to the employees concerned. Such notices will be signed and posted by officers of the Union only and will be in keeping with the spirit and intent of this Agreement. The Employer will provide a link to the CUPE website on the employees intranet site.

17.03 Employee Address

All Employees shall notify their Human Resources Department within seven (7) calendar days of any change in their address or telephone number.

17.04 Injury During Working Hours

An employee, who is injured during working hours and is required to leave for treatment or is sent home for such injury and is unable to return to work, shall receive payment for the remainder of the shift at his/her regular rate of pay.

17.05 Pay Days

Pay days for the duration of this Agreement shall be every second Thursday; however, should a Designated Holiday fall on that day, then the preceding day shall be deemed to be pay day. All employees shall receive their pay slip no later than 1159 hours on paydays, provided no interruption, beyond the control of the

Employer is encountered. Pay shall be through direct deposit at a financial institution of the employee's choice.

17.06 Tuition reimbursement

Where an employee has received prior approval for, and successfully completed a course related to the employee's employment, taken at a recognized educational institution, the Employer shall reimburse the employee for the cost of tuition for the course.

17.07 (a) Kilometrage Allowance

Where an employee is required by the Employer to use the employee's personal vehicle for Board business, the employee shall receive an allowance in accordance with the Board Policy. It is agreed that the Allowance shall not be less than \$0.52 for the first 5,000 kilometres and \$0.46 for all kilometres over 5,000 for the duration of the Collective Agreement.

(b) Meal Allowance

The Employer agrees to provide reimbursement for employees in accordance with the Employer's policy applicable to Management employees and Board Members. The Employer will review its policy on a regular basis.

17.08 Notice of Substantial change

In situations where change (e.g. organizational, material, equipment, process) will adversely affect an employee by resulting loss of permanent classification or loss of basic wages, the Employer will provide a minimum of ninety (90) days' notice in writing to the employees and the Union of the change. The Employer agrees to meet and discuss the change with the Union.

Where the Employer does not have ninety (90) days' notice of such change itself, the Employer shall provide written notice of such change to employees and the Union within five (5) days from the Employer becoming aware of the change.

17.09 The Employer shall pay all Employees who are required to wear safety footwear as part of their job an annual boot allowance of one hundred and fifty dollars (\$150.00), non-taxable, for the purchase of CSA approved safety footwear.

17.10 The Employer shall provide its building custodians such tools, protective clothing, and winter parkas as it deems appropriate.

17.11 Hepatitis B vaccination will be made available by the Employer at no cost to the Employee on a voluntary basis.

ARTICLE 18 – BUILDING CUSTODIANS

18.01 The Employer will supply a Building Custodian who is required to live on-site with an unfurnished living accommodation, heat, water supply, hydro and a standard telephone (excluding personal long distance calls) and one free parking space including vehicle plug in at a monthly rental of:

- i) \$250.00 per month for the duration of the agreement for Full-Time Employees;
- ii) \$157.00 per month for the duration of the agreement for part-time employees.

18.02 When considering to contract out the painting of housing units, the Employer may ask the building's custodian to perform such work outside his/her normally scheduled hours of work. In those instances where such is agreed to, the Employer shall pay the building custodian the regular straight time hourly rate of pay for such work. Where the building custodian's approved work schedule exceeds eight (8) hours in a day or forty (40) hours in a week, as a result of the agreed to painting, Article 12 shall apply.

ARTICLE 19 – DURATION

19.01 This Agreement shall be in effect from the 1st day of January 2015 and shall remain in effect until the 31st day of December 2018, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

19.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.

19.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within twenty-one (21) calendar days after the giving of notice, if requested to do so, provided however, an extension of time shall be granted if so requested by either Party.

Signed at _____, Ontario this _____ day of _____ 2016

FOR THE UNION

FOR THE EMPLOYER

Wage Scale Effective 1 January 2015

Classification	Probation	Level 1	Level 2	Level 3	Level 4	Level 5
Eligibility Review Officer / Case Presenting Officer	33.01	33.70	34.41	35.84	37.27	38.70
Family Support Worker / Case Presenting Officer	33.01	33.70	34.41	35.84	37.27	38.70
Case Manager/ Employment Consultant - Job Developer	29.11	29.81	30.52	31.95	33.38	34.81
Finance Assistant	26.52	27.07	28.15	29.28	30.45	31.66
Administrative Assistant	26.45	26.94	27.46	28.47	29.50	30.53
Integrated Program Assistant	22.01	22.50	23.03	24.03	25.06	26.10
Community Placement Training Officer	22.01	22.50	23.03	24.03	25.06	26.10
Clerk-Receptionist	20.88	21.30	21.79	22.71	23.62	
Building Custodian	22.21					
Student	15.16	Wages Effective 1 January 2015				

An employee shall move from the Probation rate to Level 1 rate upon successful completion of the probationary period.

Other employees who have successfully completed the probationary period shall move to level two (2) after one (1) year in the new position provided they have received a positive recommendation to do so at their annual performance evaluation. Employees shall move to the next step after completion of one (1) year at each level provided they have received a positive recommendation to do so at their annual performance evaluation.

Wage Scale Effective 1 January 2016

Classification	Probation	Level 1	Level 2	Level 3	Level 4	Level 5
Eligibility Review Officer / Case Presenting Officer	33.67	34.37	35.10	36.56	38.02	39.47
Family Support Worker / Case Presenting Officer	33.67	34.37	35.10	36.56	38.02	39.47
Case Manager/ Employment Consultant - Job Developer	29.69	30.41	31.13	32.59	34.05	35.51
Finance Assistant	27.05	27.61	28.71	29.87	31.06	32.29
Administrative Assistant	26.98	27.48	28.01	29.04	30.09	31.14
Integrated Program Assistant	22.45	22.95	23.49	24.51	25.56	26.62
Community Placement Training Officer	22.45	22.95	23.49	24.51	25.56	26.62
Clerk-Receptionist	21.30	21.73	22.23	23.16	24.09	
Building Custodian	22.65					
Student	15.46					

Wages Effective 1 January 2016

An employee shall move from the Probation rate to Level 1 rate upon successful completion of the probationary period.

Other employees who have successfully completed the probationary period shall move to level two (2) after one (1) year in the new position provided they have received a positive recommendation to do so at their annual performance evaluation. Employees shall move to the next step after completion of one (1) year at each level provided they have received a positive recommendation to do so at their annual performance evaluation.

Wage Scale Effective 1 January 2017

Classification	Probation	Level 1	Level 2	Level 3	Level 4	Level 5
Eligibility Review Officer / Case Presenting Officer	34.14	34.85	35.59	37.07	38.55	40.02
Family Support Worker / Case Presenting Officer	34.14	34.85	35.59	37.07	38.55	40.02
Case Manager/ Employment Consultant - Job Developer	30.11	30.84	31.57	33.05	34.53	36.01
Finance Assistant	27.43	28.00	29.11	30.29	31.49	32.74
Administrative Assistant	27.36	27.86	28.40	29.45	30.51	31.58
Integrated Program Assistant	22.76	23.27	23.82	24.85	25.92	26.99
Community Placement Training Officer	22.76	23.27	23.82	24.85	25.92	26.99
Clerk-Receptionist	21.60	22.03	22.54	23.48	24.43	
Building Custodian	22.97					
Student	15.68					

Wages Effective 1 January 2017

An employee shall move from the Probation rate to Level 1 rate upon successful completion of the probationary period.

Other employees who have successfully completed the probationary period shall move to level two (2) after one (1) year in the new position provided they have received a positive recommendation to do so at their annual performance evaluation. Employees shall move to the next step after completion of one (1) year at each level provided they have received a positive recommendation to do so at their annual performance evaluation.

Wage Scale Effective 1 January 2018

Classification	Probation	Level 1	Level 2	Level 3	Level 4	Level 5
Eligibility Review Officer / Case Presenting Officer	34.62	35.34	36.09	37.59	39.09	40.58
Family Support Worker / Case Presenting Officer	34.62	35.34	36.09	37.59	39.09	40.58
Case Manager/ Employment Consultant - Job Developer	30.53	31.27	32.01	33.51	35.01	36.51
Finance Assistant	27.81	28.39	29.52	30.71	31.93	33.20
Administrative Assistant	27.74	28.25	28.80	29.86	30.94	32.02
Integrated Program Assistant	23.08	23.60	24.15	25.20	26.28	27.37
Community Placement Training Officer	23.08	23.60	24.15	25.20	26.28	27.37
Clerk-Receptionist	21.90	22.34	22.86	23.81	24.77	
Building Custodian	23.29					
Student	15.90	Wages Effective 1 January 2018				

An employee shall move from the Probation rate to Level 1 rate upon successful completion of the probationary period.

Other employees who have successfully completed the probationary period shall move to level two (2) after one (1) year in the new position provided they have received a positive recommendation to do so at their annual performance evaluation. Employees shall move to the next step after completion of one (1) year at each level provided they have received a positive recommendation to do so at their annual performance evaluation.

LETTER OF UNDERSTANDING “A”

BETWEEN:

**MANITOULIN-SUDBURY DISTRICT
SERVICES BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4705**

Security Tenants

SUBJECT: SECURITY TENANTS

It is agreed that the following terms and conditions shall apply to Security Tenants:

Purpose:

Security Tenants will be required to live on-site and their duties will be confined exclusively to the security of the Building and its Tenants.

Qualifications:

Ability to understand simple oral and written instructions.

Duties:

- reporting maintenance problems to supervisor
- reporting on vandalism to supervisor
- assisting on lock-outs
- monitoring fire alarm systems and assisting in cases of fire alarms
- reporting disturbances to supervisor and/or police
- maintaining general security, ensuring doors are properly secured
- any other related duties.

Security Tenants will receive rent free accommodation which will be valued in accordance with Income Tax regulations and which will include free heat, hydro, water and telephone (not including personal long distance calls).

Where a Security Tenant is required to perform any work other than those duties listed above, the Employer will pay the Security Tenant for such work at the rate of \$12.62 (to be increased by the General Wage Increase) per hour on the following basis:

- | | |
|----------------------|-----------------------|
| Less than 15 minutes | - minimum of 1/4 hour |
| 15 to 30 minutes | - 1/2 hour |
| 31 to 45 minutes | - 3/4 hour |
| 46 minutes to 1 hour | - 1 hour |

Union dues to be deducted every pay period based on current earnings, in accordance with rates laid down by the Union from time to time. However, no dues will be deducted if the Security Tenant has worked three (3) hours or less during the previous month.

It is understood that Security Tenants are covered per current provisions of the WSIB.

No other terms and conditions of the collective agreement will apply to Security Tenants.

Signed at _____, Ontario this _____ day of _____ 2016

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING “B”

BETWEEN:

**MANITOULIN-SUDBURY DISTRICT
SERVICES BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4705**

RE: Long-Term Disability

The long-term disability plan currently offered in accordance with article 16.04 of the Collective Agreement, provides coverage for a period of two years, less the seventeen (17) week elimination period.

Signed at _____, Ontario this _____ day of _____ 2016

For the Union

For the Employer

LETTER OF UNDERSTANDING “C”

BETWEEN:

**MANITOULIN-SUDBURY DISTRICT
SERVICES BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4705**

RE: Short Term Disability

1. The Employer may consider alternative funding arrangements (e.g. use of a third party administrator, self-funding, or wrapping the benefit with Employment Insurance sick benefits) for the Short Term disability plan providing such changes do not reduce the benefits outlined in article 16.03 (d).
2. The Employer agrees to meet with the union to consult on any changes prior to implementation.

Signed at _____, Ontario this _____ day of _____ 2016

For the Union

For the Employer

LETTER OF UNDERSTANDING

BETWEEN:

**MANITOULIN-SUDBURY DISTRICT
SERVICES BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4705**

RE: Long-Term Disability Committee

The Employer agrees to create an ad-hoc committee involving its bargaining units for the purposes of sharing information related to the rates and tendering of the long-term disability plan. Three representatives will be appointed to this committee by CUPE. The Employer agrees to furnish information reasonably required for this committee to review and discuss the long-term disability plan. The Employer may also invite guests for the purposes of providing information to this group. It is recognized that CUPE may call a meeting of this committee.

Signed at _____, Ontario this _____ day of _____ 2016

For the Union

For the Employer

