

# COLLECTIVE AGREEMENT

BETWEEN



KENORA DISTRICT SERVICES BOARD

Caring . People . Community . Support

**KENORA DISTRICT SERVICES BOARD**  
(the “Employer”)

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 5911.01**  
(the “Union”)

**Duration: January 1, 2023 to December 31, 2026**



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## **ARTICLE 1 - PREAMBLE/RECOGNITION**

### **1.01 Preamble**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Kenora District Services Board (hereinafter referred to as the 'Employer') and the Employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and for the prompt disposition of grievances and the final settlement of disputes between the parties; to establish and maintain mutually satisfactory wages, hours of work, and other conditions of employment in accordance with the provisions of this Agreement and to secure the best possible service to the communities being served.

The parties recognize that the Employer provides a district service and the nature of this service requires the co-operation of the parties and the Employees to ensure the most efficient utilization of resources across the district. Accordingly, the parties recognize that the work performed is not the property of any Employee, group of Employees or work location but will be assigned and performed in accordance with the purposes and provisions of this Agreement.

In the spirit of reconciliation, the parties acknowledge that we operate on the traditional territories of Treaty #3, Treaty #5, and Treaty #9, which are home to many First Nations, Inuit, and Metis people. We also acknowledge the territories and land across turtle island that our members and people we serve are from.

### **1.02 Recognition**

The Employer recognizes the Union as the sole exclusive bargaining agent of all Employees of the Employer who are regularly and directly engaged in providing Ontario Works Programs and Services, save and except managers, supervisors, persons above the rank of supervisor, Executive Secretary, technical staff and summer students and any other employee who is covered by another Bargaining Unit.

### **1.03 Feminine/Masculine Pronouns**

For the purposes of interpretation of this Agreement, gender neutral pronouns shall be used throughout the Agreement.

### **1.04 Singular/Plural**

Whenever the singular is used in this Agreement it shall also mean the plural and vice versa where the context so requires.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Employee**

"Employee" shall include only such persons coming within the scope of the Bargaining Unit described in Article 1.02.

### **2.02 Steward**

"Steward" shall mean an Employee of the Employer, duly accredited as such by the Union.

2.03 Administrator  
"Administrator" shall mean the Chief Administrative Officer of the Employer or Designate.

2.04 Regular Full-time Employee  
"Regular Full-time Employee" is an Employee who has completed their probationary period, who is employed on an indefinite basis and who is scheduled to work the normal hours of work as specified in Article 14 of this Agreement.

2.05 Regular Part-time Employee  
"Regular Part-time Employee" is an Employee who has completed their probationary period, who is employed on an indefinite basis and who regularly works less than the normal hours of work for a Regular Full-time Employee, as specified in Article 14 of this Agreement.

2.06 Temporary Employee  
"Temporary Employee" is an Employee who is engaged by the Employer for a specific term or specific task for a period not to exceed twelve (12) months, which has been established prior to employment. The Temporary Employee will assume the normal hours of work of the person they are replacing, or the position being held. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

Temporary Employees shall not be entitled to apply for job postings pursuant to Article 9.09.

2.07 Temporary Position  
"Temporary Position" shall mean a position that is created when additional staff is required during periods of increased workload, to replace permanent Employees who are absent or to fill temporary vacancies created as a result of specially funded projects. Temporary work assignments shall not exceed twelve (12) months in duration without Union approval unless filling in for absent Employees on pregnancy/parental leave, LTD, or WSIB. Temporary work assignments created as a result of special project assignments may not exceed twenty-four (24) months unless agreed to by the parties.

2.08 Work Location  
(a) Work location means any facility operated by the Employer located in the District of Kenora.  
(b) For the purpose of this Agreement each Employee shall be deemed to be employed at the work location for which they were hired or subsequently accepted transfer to.

2.09 Regular Straight Time Rate of Pay  
The regular straight time rate of pay is the applicable rate per hour as prescribed in Schedule "A" of this Agreement.

## **ARTICLE 3 - RELATIONSHIPS**

### **3.01 Management Rights**

Subject to the provisions of this Agreement, the Union acknowledges that all the rights, powers, and authority of management are retained by the Employer and shall remain exclusively and without limitation within the rights of management.

Subject to the provisions of this Agreement, the Employer's rights include:

- (1) the right to maintain order, discipline, and efficiency and in connection herewith, to make, alter, and enforce from time to time, rules and regulations, policies, and practices to be observed by its Employees and the right to discipline, suspend, or dismiss Employees for just cause;
- (2) the right to direct the working forces, to plan, direct, and control the operations of the Employer; the right to introduce new and improved methods, facilities, and equipment, the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards, and quality of service, the determination of the extent to which the Employer's services will be provided and the right to increase or decrease the number of Employees to be employed;
- (3) the right to select, hire, transfer, assign, promote, demote, classify, layoff, recall, and to select Employees for positions not covered by this Agreement;
- (4) the right to generally operate in a manner consistent with the obligations of the Employer to the general public in the communities served.

### **3.02 No Discrimination**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code, 1990, except as may otherwise be permitted or required by law, against any Employee by the Union or the Employer by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, age, record of offences, marital status, family status, disability, or gender identity. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members, because of an Employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

## **ARTICLE 4 - STRIKES & LOCKOUTS**

### **4.01 Strikes and Lockouts**

The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, 1995, as amended from time to time.

## **ARTICLE 5 - UNION SECURITY**

### **5.01 Union Dues**

The Employer shall deduct from every Employee any dues set by the Union. Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union no later than the tenth (10<sup>th</sup>) day of the following month for which the dues were levied. The payment shall be accompanied by a list of the names, addresses, phone numbers, the amount of union dues deducted from each employee, a statement of individual aggregate earnings eligible for union deductions during the reporting period and classifications of Employees from whose wages the deductions have been made.

The Union agrees to confirm, in writing, for each calendar year, the percentage amount of Union dues to be deducted and to specify the types of earnings on which the dues are withheld. The Union agrees to advise the Employer, in writing, thirty (30) days in advance of any changes in the amount of dues deductions.

The Union shall indemnify and hold the Employer harmless with respect to all dues so deducted and remitted with respect to any liability that the Employer might incur as a result of such deductions.

At that same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

**Note:** *The parties agree that the Employer indicates which addresses have changed on each list.*

### **5.02 Notification to Union**

The Employer will provide the Union with a list, monthly, of all hires, layoffs, recalls, and terminations within the Bargaining Unit where such information is available or becomes readily available through the Employer's payroll system. The list will accompany the monthly cheque under Article 5.01.

### **5.03 Employee Interview**

A new Employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the Employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the Employee with the representative of the Union and the Agreement.

The Employer as part of the orientation program may arrange such meetings collectively or individually for Employees.

### **5.04 No Other Agreements**

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement.

No Employee or group of Employees shall be allowed or required to represent the Union at meetings with the Employer without proper authorization from the Union.

5.05 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator of the Employer, or their Designate, and the President of the Union or their Designate.

The Union shall provide the Employer with a list of elected Officers, Stewards, and Committee Members, all of whom must have completed their probationary period. The Employer will not be required to recognize any representative(s) until the Union has notified the Employer in writing, of the election and appointment of the representative(s).

5.06 Change of Address

It shall be the duty of the Employee to notify the Employer promptly of any change in address.

## **ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES**

6.01 Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor any of its officers, agents, representatives, or members will engage in the solicitation of members, holding of meetings or any other Union activities on Employer premises or on Employer time without the prior written approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

6.02 Labour-Management Committee

The parties are agreed that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting.

Meetings shall be held at the request of either party.

- (1) A request by either party for a meeting hereunder shall be made in writing, at least two weeks prior to the date proposed and shall be accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or arbitrations provisions of the Agreement or negotiations for the amendment or renewal of this Agreement.
- (2) The Labour-Management Committee shall be composed of up to two (2) representatives from either party. No more than one Union representative shall be from any one work location.
- (3) Meetings shall take place at a time and location mutually agreed upon.
- (4) The meetings shall be alternately chaired by a representative of the Employer and a representative of the Union. Minutes will be taken by a representative of the party not chairing the meeting and shall be circulated at the next meeting. Following approval of the minutes, they shall be distributed and posted on the bulletin board in each work location.

- (5) The Employer agrees to pay members of the Labour-Management Committee for straight time wages lost from their regularly scheduled working hours for time spent in Labour-Management meetings.
- (6) The parties recognize the importance of communication between the Employer and the Employees. The Employer will maintain the organization's policies and procedures on the Employer's website. All Employees will have access to the website and will be notified by email when changes or amendments are made to the policies and procedures.
- (7) Persons serving on the Labour-Management Committee shall do so for a one year term.

### **6.03 Negotiating Committee**

The Employer agrees to recognize a negotiating committee comprised of Employee representatives of the Union for the purpose of negotiating a renewal Agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal Agreement, up to the time one party notifies the other that it wishes to discontinue bargaining. In the event bargaining is discontinued during the Employee's hours of work, those negotiating members who have to travel any distance, travel time will be considered as part of their working day and they will receive straight time wages to a maximum of 7 ½ hours. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representative of the Canadian Union of Public Employees when negotiating with the Employer.

The number of Employees on the negotiating committee shall not exceed three (3) Union members plus the Union President, with not more than one (1) member representing any one (1) work location.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavor to provide one (1) day's leave of absence without pay, to provide a sufficient rest break if the Employee so requests.

Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for Union business, but shall not be deducted from the Union entitlement under Article 12.02.

### **6.04 Union Stewards**

The Employer agrees to recognize a maximum of one (1) Union Steward per work location, to be elected or appointed from amongst Employees in the Bargaining Unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Agreement.

The Union shall keep the Employer notified, in writing, of the names of Union Stewards appointed, selected, or removed under this Article as well as the effective date of their respective appointments or removal. The Employer shall not be required to recognize any Employee(s) appointed or selected as a Steward until the Employer has been notified, in writing, of the name(s) of the Steward(s) so appointed or selected.

It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their Immediate Supervisor or Designate. If, in the performance of their duties, a Union Steward is required to enter a work location in which they are not normally employed, they shall report their presence to the Supervisor or Designate in the work location immediately upon entering it. Permission to enter such work location shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such Steward shall suffer no loss of earnings for reasonable time spent in performing the above duties during their regular scheduled working hours.

A Chief Steward or Designate may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

Nothing in this Article shall preclude a Full-time Steward from representing Regular Part-time and Casual Employees and vice versa.

**6.05 Bulletin Boards**

The Employer will provide a bulletin board at each work location, which will be available for the posting of notices affecting Employees.

The Employer shall be provided with copies of notices, which shall be approved by the Employer prior to their posting, and may require the Union and/or any Employee to refrain from posting any notices which the Employer considers objectionable.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

**7.01 Definition of Grievance**

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

**7.02 Presence of Union Steward**

At the time discipline is imposed, or at any stage of the grievance procedure, an Employee shall have the right, upon request, to the presence of their Steward. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance.

(continued on next page)

### 7.03 Grievance Procedure

- (a) It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until they have first given their Immediate Supervisor or designate the opportunity of adjusting their complaint. The grievor may have the assistance of a Union Steward if they so desire. Such complaint shall be discussed with their Immediate Supervisor or Designate within nine (9) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee and, failing settlement within nine (9) working days, it shall then be taken up as a grievance within nine (9) working days following the receipt of their Immediate Supervisor's or designates decision in the following manner and sequence:

#### Step 1

The Employee or the Union Steward may submit a written grievance signed by the Employee to their Immediate Supervisor or Designate. The grievance shall specify the nature of the complaint, the article(s) of the Agreement alleged to have been violated, documentation supporting the alleged violation and the relief sought. The Immediate Supervisor or Designate will deliver their decision, in writing, within nine (9) working days following the day on which the grievance was presented to them. Failing settlement or response, then:

#### Step 2

Within nine (9) working days following the date of the decision under Step No. 1, the Employee may submit the written grievance to their Director or Designate who will deliver their decision in writing within nine (9) working days from the date on which the written grievance was presented to them. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step will be omitted where the Employee's Immediate Supervisor and Director or Designate are the same person. Failing settlement or response, then:

#### Step 3

Within nine (9) working days following the date of the decision at Step No. 2, the grievance may be submitted, in writing, to the Administrator or their Designate. A meeting will then be held between the Administrator or their Designate, the grievor and the Steward and/or Chief Steward at the Employer's Administrative Office or by teleconference within nine (9) working days of the submission of the grievance at Step No. 3. It is understood and agreed that a representative of the Canadian Union of Public Employees may be present at the meeting. It is further understood that the Administrator or their Designate may have such counsel and assistance as they may desire at such meeting. The decision of the Administrator or their Designate shall be delivered in writing within nine (9) working days following the date of such meeting.

- (b) In Article 7, a written grievance or response shall be deemed to have been delivered on the third day following the date of mailing (regular or electronic mail).

### 7.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union

concerning the interpretation, application, administration or alleged violation of the Agreement, by either party, shall be submitted, in writing, at Step No. 3, within fourteen (14) working days following the date the circumstances giving rise to the complaint or grievance have occurred or ought to have reasonably come to the attention of either party. It is expressly understood however, that the provisions of this Article may not be used with respect to a grievance directly affecting an Employee who could file a grievance themselves and the regular grievance procedure shall not thereby be bypassed.

#### **7.05 Group Grievance**

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately they may present a group grievance, in writing, identifying each Employee who is grieving, to the Director or their Designate within fourteen (14) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

#### **7.06 Suspension or Discharge of an Employee**

A claim by an Employee that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the Employee with the Employer at Step No. 3 within seven (7) working days after the date the discharge or suspension is affected.

Wherever the Employer deems it necessary to suspend or discharge an Employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an Employee who has completed their probationary period, without just cause.

Such special grievance may be resolved under the Grievance or Arbitration procedure by:

- (1) confirming the Employer's action in dismissing or suspending the Employee; or
- (2) reinstating the Employee with or without full compensation for the time lost; or
- (3) by any other arrangement which may be deemed just and equitable.

#### **7.07 Effect of Disposition of Grievances**

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the Employee (s) affected.

#### **7.08 Requisite Steps of Grievance Procedure**

No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.

#### **7.09 Submission of Grievance to Arbitration**

Should any grievance fail to be satisfactorily settled under the foregoing procedure, either party may, within thirty (30) calendar days following receipt of the answer at Step No. 3, notify the other party, in writing, of its desire to submit the grievance to arbitration. The Employer and the Union shall agree upon a single arbitrator to hear the matter and,

for this purpose, the party submitting the grievance to arbitration shall provide, with its notice of intent to proceed to arbitration, a list of arbitrators whom it wishes to hear the grievance. Within 15 calendar days after receipt of such notification the other party shall provide a list of arbitrators whom it wishes to hear the arbitration and the parties shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator to hear the matter, either party may request the Minister of Labour to appoint an arbitrator.

If no written request for arbitration is received within thirty (30) calendar days after the decision under Step No. 3 is given, the grievance shall be conclusively and finally deemed to have been abandoned.

**7.10 Restriction of Arbitration Chairperson**

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance except as permitted by the Ontario Labour Relations Act, 1995, as amended from time to time.

**7.11 Authority of Arbitrator**

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, subtract from or amend any part of this Agreement, or to deal with any matter that is not a proper matter for a grievance under the Agreement.

**7.12 Final and Binding Decision**

The arbitrator shall hear and determine the grievance and shall issue a decision in conformity with the terms of the submission to arbitration and the decision shall be final and binding upon the parties and upon any Employee (s) affected by it.

**7.13 Fees and Expenses of the Arbitrator**

Each of the parties hereto shall share equally the fees and expenses of the arbitrator.

**7.14 Time Limits**

All time limits set out in the grievance and arbitration provisions of this Agreement are mandatory. Any agreements to extend the time periods must be in writing.

The parties agree that Section 48(16) of the Ontario Labour Relations Act, 1995 shall not apply and failure of the Employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and be abandoned and such grievance shall not be the subject of a new grievance or of arbitration. Failure of the Employer to meet its time limit shall permit the aggrieved Employee or the Union to take the grievance to the next succeeding step.

**7.15 Reference to Arbitration Board**

(a) Wherever "arbitrator" is referred to in this Agreement, the parties may mutually agree, in writing, to substitute "an arbitration board" at the time of reference to arbitration and the other provisions referring to arbitration shall apply accordingly.

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- (b) Should any grievance fail to be satisfactorily settled after completing all required steps of the grievance procedure, the parties may mutually agree to submit a matter to a board of arbitration rather than a single arbitrator. Upon mutual agreement, the party wishing to proceed by way of a board of arbitration shall advise the other party, in writing, and at the same time name its nominee. Within seven (7) calendar days thereafter the other party shall name its nominee. The two (2) nominees shall attempt to select, by agreement, a Chairperson to the arbitration board. If they are unable to agree upon such Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

In the event the parties agree to a board of arbitration to hear any grievance involving the interpretation, application, administration or alleged violation of the Agreement the parties shall share equally in the fees and expenses of the arbitrator and shall be responsible for the fees and expenses of its own nominee.

#### 7.16 Arbitration of a Discharge Grievance

Notwithstanding the provisions of this article, in the case of the arbitration of a discharge grievance the parties shall, unless agreed otherwise in writing, proceed by way of Arbitration Board and in such case the provisions of Article 7.15 shall apply.

### **ARTICLE 8 - ACCESS TO PERSONNEL FILE**

#### 8.01 Access to Personnel File

Each Employee shall have access to their personnel file at the Employer's Administrative Office during regular business hours for the purpose of reviewing any formal performance evaluations or formal disciplinary notations contained therein and for the purpose of ensuring accuracy and completeness in the presence of the Manager of Human Resources or their Designate. An Employee has the right to request, in writing, that copies of specified documents in this file are mailed to them.

Access is gained through advance written notice of seven (7) working days to the Manager or immediately upon receiving any formal discipline.

An Employee having had access to their records may request correction of or amendments to the contents of any such records. If the request is denied, the Employee may submit a notation indicating the nature of the disagreement.

#### 8.02 Clearing of Record

Any letter of reprimand, suspension or any other sanction (other than discharge) will be removed from the record of an Employee on a date which is eighteen (18) months following the receipt of such letter, suspension or other sanction (the "review date") provided that such Employee's record has been discipline free for one (1) year immediately preceding the review date.

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## **ARTICLE 9 - SENIORITY**

### **9.01 Probationary Period**

A new Employee will be considered on probation until they have completed four hundred ninety (490) hours of work, within any twelve (12) consecutive calendar months. Upon completion of the probationary period they shall be credited with seniority since last date of hire. With the written consent of the Employer, the probationary Employee and the President of the Local Union or Designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

### **9.02 Definition of Seniority**

- (a) Full-time Employees will accumulate seniority on the basis of their continuous service in the Bargaining Unit from the last date of hire, except as otherwise provided herein.
- (b) Regular Part-time Employees will accumulate seniority on the basis of one (1) year's seniority for each 1950 hours worked in the Bargaining Unit from the last date of hire, except as otherwise provided herein. Regular Part-time and Casual Employees will accumulate seniority up to 1950 hours in a year. Hours worked in excess of 1950 hours will not count toward seniority.
- (c) The "date of hire" shall be deemed to be an Employee's first day of work.
- (d) Seniority will operate on a Bargaining Unit wide basis.

### **9.03 Seniority Lists**

The Employer agrees to post seniority lists in March and October of each year. No objection may be taken or grievance filed by the Union or by any Employee to a seniority list unless written notice of objection is given to the Employer within one (1) month after the posting of the seniority list.

### **9.04 Loss of Seniority**

- (a) An Employee shall lose all seniority and service and shall be deemed terminated if they:
  - (i) Resign;
  - (ii) Are discharged and not reinstated through the grievance/arbitration procedure;
  - (iii) Retire at any age;
  - (iv) Are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
  - (v) Have been laid off for twenty-four (24) months;
  - (vi) Have been laid off and fail to return to work within seven (7) calendar days after having been notified to return to work by the Employer through Registered Mail (which notification shall be deemed to be received on the third day following the date of mailing) addressed to the last address on the records of the Employer subject to Article 9.11(g);
  - (vii) Are absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced. This shall not

be applied in a manner which is inconsistent with the Ontario Human Rights Code, 1990.

#### 9.05 Effect of Absence

##### (a) Effect of Absence for Full-time Employees

- (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (ii) During an approved unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, 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 any subsidized Employee benefits in which they are participating for the period of absence, except that the Employer will continue to pay its share of the applicable group benefit premiums up to thirty (30) months from the time the absence commenced while an Employee is in receipt of WSIB or LTD benefits, or is on an approved sick leave supported by a duly qualified medical practitioner. Notwithstanding this provision, service shall accrue for a period of thirty (30) months if an Employee's absence is due to a disability resulting in WSIB, LTD, or STD benefits.
- (iii) It is further understood that during such approved unpaid absence, credit for seniority for purposes of promotion, demotion, transfer, or lay-off shall be suspended and shall not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty (30) months from the time the absence commenced if an Employee is in receipt of WSIB, LTD, or STD benefits, or is on an approved sick leave supported by a duly qualified medical practitioner.

##### (b) Effect of Absence for Regular Part-time Employees

- (i) Regular Part-time Employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the Employee's normal regular hours of work would have been. Regular Part-time Employees shall not accrue seniority or service during any other type of absence except as otherwise set out in the Agreement.

- (c) The parties agree that any reference to absence due to disability resulting in WSIB benefits in this Article applies only where the disability arises out of and in the course of employment with the Employer.

#### 9.06 Transfers Within the Bargaining Unit to a Different Location

It is understood that the Employer shall not transfer an Employee to a bargaining unit position located at a different location without their consent except in the case of

emergency. It is understood that in the event of an emergency a transfer will not exceed two consecutive weeks duration.

- (a) Where no Employee agrees to the transfer, Employees will be assigned the transfer as follows:
  - (i) To Regular Part-time Employees in reverse order of seniority, up to seventy-five (75) hours per two week period
  - (ii) Then to Regular Full-time Employees on the basis of reverse order of seniority
  - (iii) An Employee shall not be assigned more than once per year.
- (b) In the event that the Employee agrees to the transfer, no less than one (1) week's written notice shall be given. Failure to give less than one (1) weeks' notice shall result in the Employee being paid at the rate of time and one half (1 ½) their straight hourly rate for the duration of the notice period.
- (c) Where such transfer requires the Employee to live away from home, reasonable accommodation shall be provided and meal allowance shall be paid.
- (d) The Employee shall not have a reduction in earnings as a result of the transfer.

#### 9.07 Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that the Employer shall not transfer an Employee to a position outside the Bargaining Unit, either at the same location or at another location, without their consent.
- (b) Employees on temporary assignments not exceeding six (6) months shall remain members of the Bargaining Unit and shall accumulate seniority.
- (c) In the event that the Employee agrees to transfer to a position outside the Bargaining Unit at a different location, no less than one (1) weeks' notice shall be given. Where such transfer requires the Employee to live away from home, reasonable accommodation shall be provided and meal allowance shall be paid.
- (d) Failure to give less than one (1) weeks' notice shall result in the Employee being paid at the rate of time and one half (1 ½) their straight hourly rate for the duration of the notice period.
- (e) The above noted Employee shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the Employee can satisfactorily perform the job. Within this period the Employee may voluntarily return, or be returned without loss of seniority to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes, which would have occurred, had they not transferred.
- (f) Where the Employer temporarily assigns an Employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit, the Employee shall be paid the rate of pay for the position for all hours worked. It is understood that the Employee shall not have a reduction in earnings as a result of the transfer.

- (g) An Employee who is transferred to a position outside the Bargaining Unit shall not, subject to (b) above, accumulate seniority. In the event the Employee is returned by the Employer to a position in the Bargaining Unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the Bargaining Unit. An Employee not returned to the Bargaining Unit within twenty-four (24) months shall forfeit Bargaining Unit seniority.

#### 9.08 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service including meeting any waiting period or other entitlement requirements for purposes of vacation entitlement, STD, LTD, health and welfare benefit plans (subject to the terms of such plans) and wage progression:

- (a) An Employee whose status is changed from Full-time to Regular Part-time shall receive full credit for their seniority and service, at the rate of 1950 hours for each completed year of service;
- (b) An Employee whose status is changed from Regular Part-time to Full-time shall receive credit for their seniority and service, at the rate of one (1) year for each 1950 hours worked.

#### 9.09 Job Posting

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the Bargaining Unit is established by the Employer, such vacancy shall be posted in a manner accessible to employees including but not limited to the Employer's website for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The postings shall stipulate the qualifications, classifications, rate of pay, work location, and department and a copy shall be provided to the Secretary of the Local Union.

- (b) Vacancies created by the filling of an initial permanent vacancy will be posted in a manner accessible to employees including but not limited to the Employer's website for a period of seven (7) consecutive calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referred to herein.
- (c) The successful applicant shall be allowed a trial period of up to thirty (30) days of work, during which the Employer will determine if the Employee can satisfactorily perform the job. Within this period the Employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled in the Employer's discretion on a temporary basis until the trial period is completed.

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- (d) (i) In matters of promotion (except those referred to in subparagraph (ii)) and staff transfer the initial appointment shall be made to the senior applicant able to meet the normal requirements of the job. For purposes of clarity, the most senior applicant will be determined based on the Bargaining Unit seniority as at the last pay period prior to the date of posting.

The Employees eligible for consideration shall be limited to those Employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

- (ii) The Employer and the Union agree that in case of promotions the following factors shall be considered:
- (a) Current qualifications, including ability, knowledge, education, skill, and experience;
  - (b) Seniority.

The Union agrees that where the factors set out in paragraph (a) are relatively equal, factor (b) shall govern.

- (e) The name of the successful applicant will be made available electronically for a period of seven (7) calendar days.
- (f) (i) Full-time temporary vacancies or temporary positions expected to exceed 90 days shall be posted in accordance with this Article.

Any temporary vacancy of less than 90 calendar days or any Part-time temporary vacancy of any length will be filled at the Employer's discretion.

- (ii) A Regular Part-time Employee who is awarded a temporary full time position shall retain their Regular Part-time status while filling the Full-time position.
- (iii) The Employer may fill temporary vacancies created by vacation scheduling in its' absolute discretion.
- (iv) Upon completion of the period of work in the temporary position, Bargaining Unit Employees shall return to their former position and appropriate rate of pay.

#### 9.10 Notice of Layoff

- (a) "Layoff" shall be defined as a reduction in the number of Regular Full-time of Regular Part-time Employees or a reduction in the normal weekly hours of work of one or more Regular Full-time or Regular Part-time Employees, as defined in Article 14.

(b) Notice

In the event of a proposed layoff from the Employer of a permanent or long-term nature or the elimination of a position within the Bargaining Unit, the Employer shall:

- (i) Provide the Union with no less than three (3) months' written notice of the proposed layoff or elimination of position; and
- (ii) Provide to the affected Employee(s), if any, no less than three (3) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff result in the subsequent displacement of any member(s) of Bargaining Unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- (iii) Prior to issuing notice of layoff pursuant to Article 9.10(b)(i) and (ii) in any classification(s), the Employer will offer early-retirement allowance to sufficient number of Employees eligible for early retirement under OMERS within the classification(s) in order of seniority, to the extent that maximum number of Employees within a classification who elect early retirement is equivalent to the number of the Employees within the classification(s) who would otherwise receive notice of layoff under Article 9.10(b)(i) and (ii).

An Employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one week's salary for each year of service, plus a prorated amount for any additional partial year of service, and, in addition, Full-time Employees shall receive a single lump-sum payment equivalent to one-thousand dollars (\$1,000) for each year less than age sixty-five (65) to maximum of five-thousand dollars (\$5,000) upon retirement.

- (c) A layoff shall not include a reassignment of an Employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided
  - (i) The reassignment of the Employee is to an appropriate permanent job with the Employer having regard to the Employee's skills, abilities, qualifications, and training or training requirements;
  - (ii) The reassignment of the Employee does not result in a reduction of the Employee's wage rate or hours of work;
  - (iii) The job to which the Employee is reassigned is located at the Employee's original work site or at a nearby site in terms of relative accessibility for the Employee;
  - (iv) The job to which the Employee is reassigned is on the same or substantially similar shift or shift rotation; and
  - (v) Where more than one Employee is to be reassigned in accordance with this provision, the reassigned Employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

## 9.11 Layoff and Recall

- (a) In the event of a layoff, Employees shall be laid off from their work location in the reverse order of their seniority within their job classification subject to the ability and qualifications of the remaining staff to perform the available work.

An Employee in receipt of notice of layoff pursuant to Article 9.10 may:

- (i) Accept the layoff; or
- (ii) Opt to receive separation allowance:

Where an Employee resigns within 30 days after receiving notice of layoff pursuant to Article 9.10 that their position will be eliminated, they shall be entitled to a separation allowance of one (1) weeks' salary for each year of continuous service to a maximum of four (4) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of two thousand five hundred dollars (\$2,500).

- (iii) Opt to retire, if eligible under the terms of OMERS; or
- (iv) Displace another Employee at the same work location who has lesser Bargaining Unit seniority in the same or a lower or an identical-paying classification in the Bargaining Unit if the Employee originally subject to layoff has the qualifications and ability to meet the normal requirements of the job. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.10.

Or failing sufficient seniority and/or qualifications:

- (v) Displace another Employee at any work location who has lesser Bargaining Unit seniority in the same or lower or an identical paying classification in the Bargaining Unit if the Employee originally subject to layoff has the qualifications and ability to meet the normal requirements of the job. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.10.
  - (vi) In determining the ability of an Employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (b) An Employee who chooses to exercise the right to displace another Employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (a) (iv), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off Employee is within ten percent (10%) of the laid off Employee's straight time hourly wage rate.

- (c) An Employee who is subject to layoff other than a layoff of a permanent or long-term nature including a Full-time Employee, whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another Employee in accordance with (a) and (b) above.
- (d) An Employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Agreement shall not apply until the recall process has been completed.
- (e) An Employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new Employees shall be hired until all those laid off have been given an opportunity to return to work.
- (g) 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 third day following the date of mailing). The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for their proper address being on record with the Employer.
- (h) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No Full-time Employee within the Bargaining Unit shall be laid off by reason of their duties being assigned to one or more Regular Part-time Employees.
- (j) In the event of a lay-off of an Employee, the Employer shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The Employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll offices of the Employer provided that the Employee informs the Employer of their intent to do so at the time of the lay-off, and arranges with the Employer the appropriate payment schedule.

#### 9.12 Organizational Change

In the event of a proposed lay-off or the elimination of a position the Employer agrees that it will meet with up to four (4) representatives of the Union to discuss ways to minimize the impact on the Bargaining Unit and affected members. Discussions may include but not be limited to:

- (i) Identifying and proposing possible alternatives to the proposed lay-off(s) or elimination of position(s), identify Bargaining Unit work which could be performed by Bargaining Unit Employees who are or who would otherwise be laid off;
- (ii) Identifying vacant positions with the Employer or positions which are currently filled but which will become vacant within a six (6) month period and which are within the Bargaining Unit;
- (iii) Identifying and discussing the re-training needs of workers and the existence of any retraining opportunities for workers who are or who would otherwise be laid off. The Employer and the Union will cooperate so that Employees who have been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived;
- (iv) Identifying Employees eligible for early retirement for the purpose of reducing positions subject to layoff.

### 9.13 Technological Change

- (a) The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the Bargaining Unit.
- (b) The notice will provide the following:
  - (i) The nature and degree of the technological change;
  - (ii) The date(s) on which the Employer proposes to effect the change;
  - (iii) The location(s) involved; and
  - (iv) The number and type of Employees likely to be affected by the change.
- (c) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.
- (d) Where new or greater skills are required than are already possessed by affected Employees under the present method of operation, such Employees shall be given appropriate training as per Article 12.08(a) and (b) In-service Training to permit them to acquire the skills required by a technological change.

## **ARTICLE 10 - CONTRACTING OUT**

### 10.01 Contracting Out

The Employer shall not contract out any work usually performed by members of the Bargaining Unit if the layoff of any Employees other than Casual Employees directly results from such contracting out.

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## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### **11.01 Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those Employees who are covered by this Agreement except for the purpose of instruction, experimentation, or in emergencies when regular Employees are not readily available.

### **11.02 Volunteers**

- (a) Volunteers shall not be considered Employees for the purpose of this Agreement.
- (b) It is agreed that the use of volunteers shall not result in the lay-off of Regular Part-time and Casual Employees or to replace Bargaining Unit Employees on a permanent basis.
- (c) The use of volunteers to perform Bargaining Unit work, as covered by this Agreement, shall be in accordance with the Ontario Works Act, 1997.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **12.01 Personal Leave**

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the Director or Designate at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld. Each request will be dealt with individually and shall not set precedence for future requests.

The length of the leave shall be provided at the time the initial request is made. Any subsequent changes to the Employee's return to work date must be provided in writing a minimum of two (2) weeks' in advance of the return to work date.

For leaves of absence up to one year:

- (i) Seniority will accumulate;
- (ii) Service for the purpose of vacation and salary progression and other benefits will be retained but not accumulate during the period of the leave except where required by the Employment Standards Act, 2000. The Employee's vacation entitlement will be prorated for the year in which a leave of absence is taken under this Article.

Employees are responsible for the full payment (100%) of premiums for all health and welfare benefits and for contributions to the OMERS pension plan subject to the terms of the respective plans. The Employee will not be eligible to participate in the disability income plan during the term of the leave.

## 12.02 Union Business

- (a) The Employer shall grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.
- (b) In requesting such leave of absence for an Employee or Employees, the Union must give at least twenty-one (21) days clear notice in writing (either e-mail or letter) to the Employer (the Employee's Manager) unless not reasonably possible to give such notice. The length of the leave of absence shall be provided at the time of initial request.
- (c) The cumulative total leave of absence of all Employees off on Union business shall not exceed fifty (50) days per calendar year. The number of Employees that may be absent at any one time shall not exceed three (3) and shall not exceed one (1) from any one (1) work location. During such leave of absence, the Employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.
- (d) The Employer may in its absolute discretion permit more than one (1) Employee from a single work location to take leave of absence under this provision.
- (e) Regular Part-time Employees will be given full credit for seniority purposes for scheduled hours missed in accordance with this provision.

## 12.03 Leave for Work in Union Office

- (a) Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an Employee elected or appointed to Full-time Union office. It is understood that no more than one (1) Employee in the Bargaining Unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. The Union agrees to provide as much notice as possible, in writing, to the Employer.
- (a) Seniority shall accumulate for Regular Full-time Employees on the basis of their continuous service and for Regular Part-time Employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for Employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the Regular Full-time Employee for full payment of any applicable Health and Welfare Benefits in which the Employee is participating during such leave of absence.

Regular Part-time Employees who are on leave under this Article shall not receive pay in lieu of benefits as stipulated in Article 18.05.

- (b) The Employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The Employee shall be returned to their former duties on the same shift in the same work location and at the appropriate rate of pay, subject to any changes, which would have occurred had the Employee not been on leave.

#### 12.04 Bereavement Leave

Any Employee who notifies the Employer as soon as possible following a death will be granted bereavement leave for five (5) consecutive working days off without loss of regular pay from regularly scheduled hours with the death of the Employee's spouse, including common-law spouse and same sex partner, child or step-child, parent or step-parent, sister or step-sister, brother or step-brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law or sister-in-law.

An Employee shall be granted two (2) days bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their aunt, uncle, niece, or nephew.

The Employer, in its discretion, may grant or extend such leave without pay in extenuating circumstances.

In the event the funeral or interment is to be held at a later future date, the Employee may choose to use some or all of the consecutive leave days at that time.

#### 12.05 Jury and Witness Duty

(a) Jury and Witness Duty for Regular Full-time Employees or Regular Part-time Employees

If a Regular Full-time or Regular Part-time Employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, the Employee shall not lose regular pay because of such attendance provided that the Employee:

- (i) Notifies the Employer immediately on the Employee's notification that they will be required to attend at court;
- (ii) Presents proof of service requiring the Employee's attendance and proof of the hours for which their attendance was required in court;
- (iii) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and provide an official receipt thereof;
- (iv) Reports for work during any reasonable period in which their attendance is not required in court.

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(b) Court Duty (Work Related)

If an Employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties with the Employer, Employees shall be paid at their regular straight time hourly rate for all hours for which the Employee's attendance is required in court and travelling to and from court provided that the Employee:

- (i) Notifies the Employer immediately on the Employee's notification that they will be required to attend at court;
- (ii) Presents proof of service requiring the Employee's attendance and proof of the hours for which their attendance was required in court;
- (iii) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and provides an official receipt thereof;
- (iv) Reports for work during any reasonable period in which their attendance is not required in court.

In addition to the foregoing an Employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties with the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the Employee's regular day off. Should the Employer not be able to reschedule the Employee's regular day off, the Employee shall be paid for such attendance at the appropriate rate of pay as per Article 20.03.

Where the Employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

## 12.06 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, 2000 as amended from time to time.
- (b) Written notice for a pregnancy leave must be submitted to the Employee's Director or Designate at least two (2) week's before the day the leave is to begin. If the Employee must stop working earlier than planned because of a complication caused by the pregnancy, notice of the day the pregnancy leave began must be provided within two (2) week's after stopping work.
- (c) The length of the leave may be provided at the time the request for pregnancy leave is made. Any changes to the end date of the leave under this provision must be provided in writing a minimum of four (4) weeks in advance of the return to work date.
- (d) The Employer agrees to continue paying their portion of premiums for applicable group benefits for the duration of the pregnancy leave, provided that the Employee continues to pay their portion of the premiums.

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(e) Supplemental Employment Benefits

Effective on confirmation by the Canada Employment Insurance Commission (CEIC) of the appropriateness of the Employer's Supplementary Employment Benefit (SEB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between one hundred percent (100%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by the Employer of the Employee's employment insurance earnings statement shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The Employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the Employee one hundred percent (100%) of their normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits. Where the one (1) week waiting period has been waived by the Canada Employment Insurance Commission, this paragraph does not apply.

The Employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Pregnant Employees may request accommodation if, in the professional opinion of the Employee's health professional, the pregnancy may be at risk if the employee continues with their current duties without any accommodation. If such suitable accommodation is not feasible, the pregnant Employee, if they so request, will be granted an unpaid leave of absence before commencement of the pregnancy leave referred to above.

## 12.07 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, 2000 as amended from time to time.
- (b) Written notice for a parental leave must be submitted to the Employee's Director or Designate at least two (2) weeks before the day the leave is to begin.
- (c) The length of the leave shall be provided at the time the request for parental leave is made. Any changes to the end date of the leave under this provision must be provided in writing a minimum of four (4) weeks in advance of the return to work date.

(d) The Employer agrees to continue paying their portion of premiums for applicable group benefits for the duration of the parental leave, provided that the Employee continues to pay their portion of the premiums.

(e) Supplemental Employment Benefits

Effective on confirmation by the Canada Employment Insurance Commission (CEIC) of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, an Employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits, shall be paid a supplemental employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between one hundred percent (100%) of their normal weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Receipt by the Employer of the Employee's insurance earnings statement shall constitute proof that they are in receipt of Employment Insurance parental benefits.

The Employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on parental leave.

In addition to the foregoing, the Employer will pay the Employee one hundred percent (100%) of their normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits. Where the one (1) week waiting period has been waived by the Canada Employment Insurance Commission, this paragraph does not apply.

The Employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payment in respect of a guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

## 12.08 In-Service Training

(a) It is agreed that when mandatory in-service educational sessions are instituted by the Employer, Employees shall be required to attend. Such programs will be conducted during working hours where practicable.

(b) Where such mandatory in-service educational sessions are conducted outside the Employee's working hours, the Employer will pay the Employee their applicable rate of pay for attendance as per Article 20.03 at such in-service sessions.

(c) Upgrading Qualifications

If required by the Employer, an Employee shall be entitled to leave of absence without loss of regular earnings and without loss of seniority and benefits to write examinations to upgrade their employment qualifications. Costs relating to travel and accommodation will be paid in accordance with Employer policies.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an Employee's schedule to enable attendance at an upgrading course required by the Employer.

The Employer will not be required to cover any costs relating to an Employee's subsequent attempt to pass a failed examination.

(d) Facilitation

Where an Employee is scheduled to facilitate at an educational or an in-service program for the Employer, and/or where the Employee has to prepare for such educational or in-service, the preparation time and facilitation time shall be completed in the regular work week where possible.

12.09 Travel Time

When an Employee is required to travel to/from a work location other than their home work location at the request of the Employer, or is required to attend courses in a community outside their home work location, the Employee shall be entitled to pay at their regular straight time hourly rate for hours spent in travel. Employees may be required to travel to such courses during their regularly scheduled hours. Time spent in travel pursuant to this article outside an Employee's regular scheduled hours will be considered overtime, paid at time and one half (1 ½) the Employee's applicable rate of pay. The Employee may choose to bank the travel time at the applicable overtime rate and used at a later date, agreed to by the Employee and the Supervisor. No other travel time will be compensated except as provided herein.

## **ARTICLE 13 - SICK LEAVE, INJURY, & DISABILITY**

13.01 Sick Leave

Regular Full-time Employees shall earn sick leave credits at the rate of one and one half (1.5) days per month based on the Employee's normal daily hours of work as defined in Article 14.01. Sick leave credits will accumulate to a maximum of 18 working days. For the purpose of this clause, sick leave credits will not accumulate for periods of sick leave or leave of absence in excess of 30 continuous calendar days. Where Employees use their sick time before it is fully earned, they shall reimburse the Employer for the unearned portion of such sick time upon the end of employment through a deduction from the Employee's final pay (or through alternate payment arrangements mutually agreed to between the Employee and Employer upon request by the Employee.) Employees will not be allowed to cash in any unused sick leave credits upon termination of employment, resignation or retirement.

Regular Full-time Employees will be allowed to use 4 of the 18 sick days for:

- (a) Sickness of a family member
- (b) Travel with sick family member

***Note:*** Where agreed to by the Employee and Employer, an Employee may use their sick time instead of going on short-term disability.

13.02 Short Term Disability Insurance

The Employer agrees to contribute fifty percent (50%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for a short-term disability insurance plan with benefits equivalent to those described in Appendix B.

### 13.03 Long Term Disability

The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for a long-term disability plan with benefits equivalent to those described in Appendix B.

### 13.04 Sick Leave Administration

Employees absent on account of sickness must notify their Immediate Supervisor at their earliest opportunity, and in any event before the commencement of their working hours, in order to permit the Employer to obtain a replacement. Employees failing to report as herein provided will be treated as absent without leave unless excused by the Employer.

Any Employee may be required to produce, at the Employer's expense, a certificate from a duly qualified practitioner for any absence due to illness or accident at the discretion of the Employer. The certificate must state that such Employee is unable to carry out their regular duties due to illness or accident and the Employee's expected date of return to work.

If a Regular Full-time Employee claims sick leave for any day prior to, or subsequent to a statutory holiday, or for any day prior to, or subsequent to their normal day off, their sick leave pay will not be granted, unless satisfactory proof of illness or accident is presented by way of a doctor's certificate, provided however, that any other evidence of such sickness satisfactory to the Employer may be accepted in lieu of such certificate.

The Employer will indicate the number of hours of sick leave accumulated and used by each Employee at the end of each pay period.

### 13.05 Sick Leave Bridging

Sick leave credits may be used by an Employee up to their accumulated total where the Employee has made application and is awaiting a determination of WSIB or STD benefits. In the event the WSIB or STD benefit claim is approved, the Employee shall reimburse the Employer for sick leave pay in respect of the claim and Employee's sick leave credits will be reinstated accordingly.

- (i) The Employee agrees to complete a timesheet within each pay period indicating the number of hours they wish to use for sick leave bridging, to a maximum of the regular hours they would have normally worked within that pay period. The Employee shall indicate "bridging" to identify the hours are used for the purpose of sick leave bridging.
- (ii) If no sick credits are available, the Employee may utilize any lieu time or vacation time under the same conditions as above.
- (iii) The Employee agrees that sick leave bridging will be equivalent to the amount provided by the applicable benefit; this being 75% for short-term disability to a maximum of \$1000 and 85% for WSIB. The amount will be paid separate from payroll meaning no deductions will be taken (i.e. for Canadian Pension Plan, Employment Insurance, etc.)
- (iv) The Employee agrees to repay the total amount accessed upon receipt of their first benefit cheque. Should repayment not be received by the Employer

within two (2) weeks of the Employee receiving their first benefit cheque, the Employer will send a letter to the Employee indicating the total balance repayable.

- (v) If repayment has not been received by the Employer upon the Employee's return to work, the balance owing will be deducted equally over the first eight (8) periods from the Employee's return to work date and all banks adjusted at that time. In the event the Employee does not return to work, the Employer will deduct the balance owing from their final pay. If no final pay is owed, the Employee will pay the Employer for the amount owing by the end of the regularly scheduled pay period in conjunction with their last date of employment.

### **13.06 Medical Examinations**

Employees may be required to undergo medical examinations from time to time as designated by the Employer. Any expenses associated with such examinations shall be borne by the Employer. Medical examinations required to maintain any legislated employment qualifications including driver's license shall be at the Employee 's expense.

### **13.07 Copies of Disability Plans**

A copy of the current short-term disability and long-term disability plan text shall be provided to the Union. Employees shall receive an updated Employee handbook when changes are made to the plan.

### **13.08 Conversion of Sick Bank Hours for Employees Transferred on March 30, 2009**

The parties agree that Employees' Sick Hour Banks shall be converted to a monetary value using the March 30, 2009 negotiated rates of pay and the March 30, 2009 sick hour balances. The Employees will have the opportunity to draw from this Bank for purposes of STD top up only. For purposes of clarity, the parties agree that any balances left in the Bank upon resignation, termination, layoff, retirement etc., shall not be payable to the Employee.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Daily and Weekly Hours of Work**

The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

The work week shall be defined as Friday to Thursday.

- (1) The normal daily hours of work for Regular Full-time Employees will be seven and one half (7 ½) hours per day exclusive of a one (1) hour unpaid meal break, Monday through Friday. The normal hours of work will be thirty-seven and one-half (37 ½) hours per week.
- (2) Employees are entitled to one fifteen (15) minute rest period in each half day of work.

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When an Employee performs authorized overtime work of at least three (3) hours' duration, the Employee will be entitled to one fifteen (15) minute rest period.

- (3) It is understood that in individual cases, requests for changes in the starting and/or finishing times may be considered by the Employer.

## **ARTICLE 15 - PREMIUM PAYMENT**

### **15.01 Overtime**

Overtime will be paid in accordance with the following:

- (a) for Regular Full-time Employees overtime will be paid for any hours worked in excess of the normal daily hours of work as defined in Article 14.01 or in excess of thirty-seven and one-half (37 ½) hours per week.
- (b) for Regular Part-time and Temporary Employees, overtime will be paid for any hours worked in excess of the normal daily hours of work as defined in Article 14.01 or in excess of thirty-seven and one-half (37 ½) hours per week.

### **15.02 Overtime Premium**

Regular Full-time and Regular Part-time Employees in an overtime situation shall be paid time and one-half (1 ½) their regular hourly rate or the equivalent time off, the day to be selected by mutual agreement between the Supervisor or Designate and the Employee. All other hours worked beyond the overtime shift shall be paid at two times their regular hourly rate.

Temporary Employees in an overtime situation shall be paid time and one-half (1 ½) their regular hourly rate.

### **15.03 Overtime Approval**

All overtime must be approved in advance by the Employee's Supervisor or Designate.

### **15.04 Time Off in Lieu of Overtime for Regular Full-time Employees**

- (a) Employees intending to bank lieu hours for overtime/or call-in will indicate accordingly on their time sheet.
- (b) Time in lieu may be accumulated and shall not exceed ninety (90) banked hours at any given time. All additional hours will be paid out at the applicable rate.
- (c) Banked time may be taken at a mutually agreed time.

### **15.05 Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work or, if sent home by the Employer, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined herein shall not apply whenever an Employee has received prior notice not to report for work or where the Employer attempted to notify the

Employee not to report for work, but was unable to do so due to the Employee's failure to provide the Employer with their current address and telephone number.

Regular Part-time and Casual Employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

**15.06 Lead Hand Premium**

When any Regular Full-time Employee is assigned additional responsibility as the Lead by the Director or Designate, the Employee assigned will receive a premium of \$1.00 per hour for all hours worked as the Lead. It will be at management's discretion to appoint a Lead and designate the percentage of time to be allocated to performing Lead responsibilities.

**15.07 Call-In**

- (a) Where a Regular Full-Time Employee are called-in to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 ½) their regular hourly earnings.
- (b) In no event shall an Employee collect more than two (2) call-in premium payments within any four (4) hour period.
- (c) In the event of a third or subsequent call-in during the said four hour period an Employee shall be paid regular overtime rates for time worked in excess of the said four hour period.
- (d) An Employee may return home after having completed the work for which they were called in.

**ARTICLE 16 - HOLIDAYS**

**16.01 Number of Holidays**

- (a) The Employer recognizes the following days as paid holidays:

New Year's Day	Canada Day
Thanksgiving Day	Boxing Day
Good Friday	Remembrance Day
Victoria Day	Labour Day
Christmas Day	Civic Holiday
Second Monday in June	½ day Christmas Eve
½ day New Year's Eve	National Day for Truth and Reconciliation

- (b) Regular Full-time Employees shall be entitled to one (1) floating day within each calendar year after completing one (1) year of service. The Employee and Employer shall schedule the floating day on a day mutually agreed upon. The floating day shall not be paid out at the end of the calendar year nor shall it be carried forward to the next calendar year.

- (c) Qualification and Payment for Holiday Pay  
Save and except for superior conditions as set out herein, Employees shall qualify and receive payment for the above listed paid holidays in accordance with the provision of the Employment Standards Act, 2000.
- (d) Should the Employer be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing paid holidays recognized by the Employer or floating day recognized by the Employer shall be established as the legislated holiday after discussions with the Union, so that the Employer's obligation to provide the total number of paid holidays and floating days as noted above remain unchanged.
- (e) Sick Pay during Holiday  
An Employee who qualifies to receive pay for any holiday or a lieu day for such holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.
- (f) Payment for Working Overtime on a Holiday  
Where an Employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, such Employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

## **ARTICLE 17 - VACATION**

### **17.01 Vacation Entitlement, Qualifiers, and Calculation of Payment**

- (a) Vacation Entitlement, Qualifiers and Calculation of Payment for Full-time Employees
  - (i) An Employee who has completed less than three (3) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.
  - (ii) An Employee who has completed three (3) years but less than five (5) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.
  - (iii) An Employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.
  - (iv) After ten (10) years' service, one (1) day for each additional two (2) years of service will be added to the vacation time to an accumulated maximum of ten (10) days.
  - (v) An Employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

- (vi) An Employee who has completed twenty-five (25) years or more of continuous service shall be entitled to seven (7) weeks annual vacation, with pay.

Vacation pay shall be calculated on the basis of the Employee's regular straight time rate of pay of thirty-seven and one half (37 ½) hours per week times the number of weeks of vacation entitlement; subject to the application of Article 9.05, Effect of Absence. In no event shall vacation pay be less than the amount required by the Employment Standards Act, 2000 as amended from time to time.

(b) Vacation Entitlement, Qualifiers and Calculation of Payment for Regular Part-Time and Casual Employees

- (i) An Employee who has completed less than three (3) years of continuous service shall be entitled to three (3) weeks annual unpaid vacation.
- (ii) An Employee who has completed three (3) years but less than five (5) years of continuous service shall be entitled to four (4) weeks annual unpaid vacation.
- (iii) An Employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to five (5) weeks annual unpaid vacation.
- (iv) An Employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to six (6) weeks annual unpaid vacation.
- (v) An Employee who has completed twenty-five (25) years or more of continuous service shall be entitled to seven (7) weeks annual unpaid vacation.

For the purpose of calculating service for vacation purposes, for Regular Part-time and Casual Employees an Employee will be deemed to have worked a year for every 1950 hours worked.

In the case of Regular Part-time and Casual Employees vacation pay shall be paid at the time of each pay period and calculated based on the applicable number of weeks on the basis of 2 weeks being 4%.

The Employer will advance Employees their vacation entitlement at the beginning of each calendar year in order that it may be taken in advance or before fully earned, as follows:

- (a) Annual vacation entitlements are earned based on anniversary dates. To advance entitlements at the beginning of each calendar year, a calculation is required to translate anniversary-based entitlements into calendar entitlements.

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- (b) Employees will be provided with a summary of the calculation completed at the time the calendar year entitlement is provided. The summary will detail the hours related to the following time periods:
- a. January 1 – Anniversary Date
  - b. Anniversary Date – December 31

Vacation time for all Employees will be pro-rated in partial years of employment. Employees who take their vacation before it is fully earned shall reimburse the Employer for the unearned portion of such vacation pay upon the end of employment through a deduction from the Employee's final pay (or through alternate payment arrangements mutually agreed to between the Employee and Employer upon request by the Employee.)

#### **17.02 Unbroken Vacation Period**

Subject to the Employer's operational requirements, an Employee shall be entitled to receive their vacation in an unbroken period.

#### **17.03 Notification of Preferred Vacation**

- (1) Requests for vacation time off for June, July, and August shall be submitted to the Employer through the timekeeping software by April 1<sup>st</sup> of each year. Requests for December 15-January 15 each year, inclusive shall be submitted to the Employer through the timekeeping software by October 1<sup>st</sup> of each year. An Employee may indicate a second or third preference for June, July, and August vacation time. To facilitate such requests, the Employer shall make available a standard vacation process.
- (2) Where a dispute arises between Employees requesting the same vacation time, and such request cannot be accommodated by the Employer, then seniority shall apply. However, once an Employee has been granted a preferred vacation period, they may not exercise seniority rights to change the stated period.
- (3) Once vacation has been approved, the Employer will confirm, in writing or email, accordingly with the affected Employees. It is incumbent on the Employees to contact the Employer immediately should any discrepancies be found in the correspondence. The Employer will endeavour to complete this process by May 16<sup>th</sup> and November 16<sup>th</sup> each year respectively.

#### **17.04 Employees Receiving Greater Number of Vacation Days**

Any Employee who currently receives a greater number of vacation days than as provided in Article 17.01 shall remain at their current level, and will not be entitled to additional vacation entitlement until they achieve the number of service years which would entitle them to a greater level of vacation entitlement.

#### **17.05 Work During Vacation**

Should an Employee who has commenced their scheduled vacation agree to a request by the Employer to return to perform work during the vacation period, the Employee shall be paid at the rate of one and one-half (1 ½) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was

performed, the Employee will receive one (1) vacation lieu day off for each day on which they worked.

**17.06 Illness During Vacation for Regular Full-Time Employees**

Where an Employee's scheduled vacation is interrupted due to a serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness that requires the Employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the Employee to their residence or to bed rest for more than three days.

The portion of the Employee's vacation, which is deemed to be sick-leave under the above provision, will not be counted against the Employee's vacation credits.

**17.07 Bereavement During Vacation**

Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 12.04. The portion of the Employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the Employee's vacation credits.

**17.08 Unused Vacation**

With prior approval, an Employee will be permitted to hold over from one (1) year to the next, thirty seven and one half (37 ½) hours of unused vacation entitlement to be taken within the first three (3) months of the following calendar year (being March 31<sup>st</sup>).

**ARTICLE 18 - HEALTH & WELFARE**

**18.01 Insured Benefits**

The Employer agrees, during the term of the Agreement, to contribute towards the insurance premium of participating Regular Full-time eligible Employees (as defined by Article 2.04) in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements.

- (1) The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for basic participant life insurance, dependent life insurance and participant accidental death and dismemberment insurance with benefits equivalent to those described in Appendix B.
- (2) The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for extended health care with benefits equivalent to those described in Appendix B.
- (3) The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible Employees in the active employ of the Employer for dental care with benefits equivalent to those described in Appendix B.

- (4) A copy of the insured benefits plan text shall be provided to the Union.
- (5) Employees shall receive an updated Employee handbook when changes are made to the plan.
- (6) The Employer agrees to contribute seventy-five (75%) of the billed premium towards coverage to all Regular Full-time Employees who retire early and have not yet reached age sixty-five (65) and, who are in receipt of the Employer's pension plan benefits, on the same basis as is provided to active Regular Full-time Employees for extended health care and dental benefits. Retired Employees, who choose to participate in the Employer's extended health care and dental benefit plans shall contribute the remaining twenty-five (25%) to the billed premiums payable by post-dated cheques three (3) months in advance of the month for which the premium is paid to the carrier or by monthly pre-authorized debit. When a retired Employee reaches the age of sixty-five (65) any benefits under the extended care and dental plans will cease.

#### **18.02 Change of Carrier for Full-Time Employees**

It is understood that the Employer may, at any time, substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes and ascertain its views regarding the proposed changes. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit program contracted for and in effect for Employees covered herein.

The Employer will not be liable to cover the costs of any benefit, which its insurance carrier has dropped from its plan, if any such benefit is not available by a comparable commercial benefits carrier at a comparable cost.

#### **18.03 Benefits Disputes**

Any dispute over the payment of benefits provided for in Article 13 or Article 18 shall be adjusted solely between the Employee and the insurer concerned. The Employer's obligation shall be solely restricted to the payment of the premium and the Employer shall not be in any way responsible if the insurer shall deny payment. Any claim for such payment shall not be the subject of a grievance or arbitration under the Agreement except

- (1) where an Employee alleges that the Employer has failed to pay the premium costs for the benefit plan; or
- (2) where an Employee alleges that the Employer has substituted a benefits carrier or benefits package in a manner that breaches the Agreement.

#### **18.04 Pension Plan**

- (a) All Regular Full-time Employees shall, as a condition of employment, enroll in the Employer's pension plan when eligible in accordance with its terms and conditions.

- (b) Subject to eligibility requirements of OMERS, Regular Part-time and Casual Employees may opt to enroll in the plan. In such case the Employer and the Employee shall contribute to the plan according to OMERS requirements.

#### **18.05 Benefits for Regular Part-time Employees**

A Regular Part-time Employee shall receive, in lieu of all fringe benefits (being: those benefits to an Employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except: salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, pay for jury and witness duty, bereavement pay, and maternity supplemental employment benefits), an amount equal to fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid.

### **ARTICLE 19 - HEALTH AND SAFETY**

#### **19.01 Joint Health and Safety Committee**

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer's operation in order to prevent accidents, injury and illness.
- (b) The Employer and Union recognizes that they will comply with the Occupational Health and Safety Act, 1990 concerning the selection or appointment of Occupational Health and Safety representatives and/or committees.

Health and Safety representatives and/or committees shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

- (c) The Employer agrees to co-operate reasonably in providing necessary information to enable the Health and Safety representatives and/or committees to fulfill their functions.
- (d) Health and safety issues arising at one or more of the work locations, which are of significance to the organization as a whole or to more than one work location, shall be addressed to and dealt with by the Labour Management Committee. Issues of an urgent nature will be taken up as soon as reasonably possible with Administration.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (f) In work locations with Health and Safety committees, meetings shall be held every three months or more frequently if required. The committee shall maintain minutes of all meetings and make the same available for review.
- (g) Any representative appointed or selected shall serve for a term of one (1) calendar year from the date of appointment that may be renewed for further periods of one (1) year.

- (h) Preparation time up to one hour and time spent at the Joint Health and Safety Committee meeting shall be paid at the applicable rate.

#### **19.02 Workers Killed or Injured on the Job**

In recognition of all workers killed or injured on the job, the Employer agrees to permit the observance of one minute of silence at 11:00 a.m. annually on April 28th where practical.

#### **19.03 Violence and Harassment in the Workplace**

The parties recognize that Employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an Employee.

When required, the relevant Health and Safety representative and/or committee shall concern itself with those matters and shall make such recommendations, as it deems appropriate.

#### **19.04 Modified Work/Return to Work Program**

- (a) The Employer and the Union recognize their joint responsibility to provide a modified/Return to Work Program to facilitate the return to active employment of Employees as quickly and efficiently as possible.
- (b) When it has been medically determined that an Employee is unable to return to the full duties and/or full hours of their position due to a disability, the Employer will notify and meet with designated members of the Union, and the Employee, to discuss the circumstances surrounding that Employee's return to suitable work.
- (c) The Employer agrees to provide the Employee with a copy of the WSIB Form 7: Employer's Report of Injury/Disease at the same time it is sent to WSIB.

## **ARTICLE 20 - COMPENSATION**

#### **20.01 Job Classification**

- (1) When a new classification (which is covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in Article 7 of the Agreement within thirty (30) working days of such meeting. The decision of the Arbitrator or Board of Arbitration as the case may be shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classification.

- (2) (a) When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union, within ten (10) working days of the date the Union is notified of the substantial change in job content to permit the Union to make representation with respect to the appropriate rate of pay.
  - (b) If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in Article 7 of the Agreement within thirty (30) calendar days of such meeting. The decision of the Arbitrator (or Board of Arbitration as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classifications.
- (3) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

#### **20.02 Promotion to a Higher Classification**

An Employee who is promoted to a higher rated classification within the Bargaining Unit will be placed in the range of the higher rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification provided that they do not exceed the wage rate of the classification to which they have been promoted.

#### **20.03 Wages and Classification Premiums**

- (1) The wage rates in effect for the duration of this Agreement shall be as set forth in Schedule "A" attached to and forming part of this Agreement.
- (2) The Employer may, in its absolute discretion, pay to a new Employee a salary which is in excess of the "start" rates set out in Schedule "A" having regard to the Employee's qualifications and experience in the type of employment for which they are being hired. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule of the Agreement.

#### **20.04 Progression on the Wage Grid for Regular Part-time and Casual Employees**

Regular Part-time and Casual Employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1950 hours worked.

#### **20.05 Job Descriptions**

A copy of the current job description for a Bargaining Unit position shall be made available to the Union upon request. When a new classification that is covered by the terms of this Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the Local Union of the rate of pay pursuant to Article 20.01 above.

## **ARTICLE 21 - DURATION**

### **21.01 Term**

This Agreement shall be effective from January 1, 2023 to December 31, 2026 and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date hereof. Upon receipt of such notice by either party, both parties will meet thereafter for the purpose of bargaining.

## **ARTICLE 22 - GENERAL**

### **22.01 Copies of the Collective Agreement**

The Employer will print sufficient copies of this Agreement within sixty (60) days of signing and the costs will be paid by the Employer and the Union equally. Copies of the Agreement will be available for all Employees.

### **22.02 Safety Boots and Winter Wear**

(a) The Employer will reimburse Employees up to \$250 for the purchase of approved safety footwear for Employees who are required to wear safety footwear. Reimbursement will be no more than once every two (2) calendar years upon presentation of proof of purchase.

(b) The Employer will reimburse Employees up to \$300 for the purchase of winter wear, who are required to provide service to multiple work locations, subject to Manager approval. Reimbursement will be no more than once every five (5) calendar years upon presentation of proof of purchase.

### **22.03 Parking Fees**

The Employer agrees to reimburse active Employees for parking fees incurred at their work location up to a maximum of \$50.00 (plus sales tax) per month upon provision of appropriate receipts.

### **22.04 Retroactivity**

Retroactive payments to individuals relating to the foregoing general wage increases shall be paid within sixty (60) days from the effective date of ratification and shall be based on all hours paid.

Parties agree that Article 12.06(e) shall apply retroactively to January 1, 2023.

(continued on next page)

**SIGNATURES**


IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.


Signed this 13th day of October, 2023.

For the Employer:

  
Henry Wall (Sep 19, 2023 13:26 CDT)


  
Sarah Stevenson (Oct 3, 2023 17:27 CDT)


  
Corrine Owen (Oct 10, 2023 11:30 CDT)

  
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For the Union:

  
Derek Hamilton (Oct 12, 2023 12:36 CDT)

  
Joelle Alcock (Oct 13, 2023 07:49 CDT)

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## **SCHEDULE A – PAY GRID**

	<b>Jan 1/23 to Dec 31/23 (3%)</b>			<b>Jan 1/24 to Dec 31/24 (3%)</b>		
	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>
<b>Case Manager</b>	\$33.03	\$33.94	\$34.86	\$34.02	\$34.96	\$35.90
<b>Integrated Service Worker</b>	\$29.43	\$30.24	\$31.10	\$30.31	\$31.15	\$32.03
<b>OW Life Skills</b>	\$27.49	\$28.31	\$29.17	\$28.32	\$29.16	\$30.04
<b>Van Driver</b>	\$20.45	\$21.06	\$21.69	\$21.06	\$21.69	\$22.34
<b>Support Clerk Accounting Clerk</b>	\$26.86	\$27.71	\$28.52	\$27.67	\$28.54	\$29.38
<b>Receptionist</b>		\$22.47			\$23.15	

	<b>Jan 1/25 to Dec 31/25 (3%)</b>			<b>Jan 1/26 to Dec 31/26 (3.25%)</b>		
	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>	<b>Start</b>	<b>After 1 year</b>	<b>After 2 years</b>
<b>Case Manager</b>	\$35.04	\$36.01	\$36.98	\$36.18	\$37.18	\$38.18
<b>Integrated Service Worker</b>	\$31.22	\$32.08	\$32.99	\$32.23	\$33.13	\$34.06
<b>OW Life Skills</b>	\$29.16	\$30.04	\$30.95	\$30.11	\$31.02	\$31.95
<b>Van Driver</b>	\$21.70	\$22.34	\$23.01	\$22.40	\$23.07	\$23.76
<b>Support Clerk Accounting Clerk</b>	\$28.50	\$29.39	\$30.26	\$29.42	\$30.35	\$31.24
<b>Receptionist</b>		\$23.84			\$24.62	

**NOTE:** The parties are in agreement that Employees on payroll as of the date of ratification of this Agreement who are paid above the wage rate for their classification shall have their wages red-circled until such a time as the wages for their classification reach their present level of pay.

## **SCHEDULE B – GROUP INSURANCE COVERAGE SUMMARY**

**Termination of Coverage:** The day you reach age 65 or retirement, whichever is earliest.

### **Participant's Basic Life Insurance**

Amount of Insurance	2 times annual earnings
Maximum Amount	
Non-evidence maximum	\$150,000
Maximum with evidence	\$150,000
Rounded	To higher \$1,000

### **Participant's Optional Life Insurance**

Amount of Insurance	Units of \$10,000 1 to 45 units of \$10,000
Minimum Amount	\$10,000
Maximum Amount	
Non-evidence maximum	Evidence of insurability always required
Maximum with evidence	\$450,000

### **Spouse's Basic Life Insurance**

Amount of Insurance	\$10,000
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### **Dependent Children's Basic Life Insurance (Age 24 hours and older)**

Amount of Insurance	\$5,000
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### **Spouse's Optional Life Insurance**

Amount of Insurance	Units of \$10,000 1 to 45 units of \$10,000
Minimum Amount	\$10,000
Maximum Amount	
Non-evidence maximum	Evidence of insurability always required
Maximum with evidence	\$450,000

### **Participant's Basic Accidental Death and Dismemberment Insurance**

Principal Sum	Equal to the Amount of Insurance you hold under the Participant's Basic Life Insurance
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**Short Term Disability (Weekly Indemnity) Insurance**

Amount of Insurance	75% of weekly salary
Maximum Amount	The greater of \$1,000 or 55% of the maximum payable under the <i>Employment Insurance Act</i>
Reference week	Calendar days
Elimination period	
In the event of accident	0 days
In the event of hospitalization	0 days
In the event of illness	7 days
Duration of Benefits	17 weeks
Frequency of Benefit Payments	Weekly
Benefit	Taxable
Termination of Benefits	The day you reach age 65 or retirement, whichever is earliest

**Long Term Disability Insurance**

Amount of Insurance	75% of monthly salary
Maximum Amount	
Non-evidence maximum	\$5,000
Maximum with evidence	\$5,000
Elimination period	
In the event of accident	119 days
In the event of hospitalization	119 days
In the event of illness	126 days
End of "own occupation" period for definition of disability	After the Long Term Disability elimination period and the following 24 months
Frequency of Benefit Payments	Monthly
Benefit	Taxable
Termination of Benefits	The day you reach age 65 or retirement, whichever is earliest

**Health Insurance**

**Deductible per prescription: \$2.00**

<b>Coverage</b>	<b>Eligible Expenses/ Type of Room</b>	<b>Combined Maximum</b>	<b>Maximum Amount Covered</b>	<b>% Reimbursed</b>
Hospital Room	Semi-private			100%
Drugs				
Drugs*				100%
Intra-uterine Contraceptive Devices*			\$50/calendar year	100%
Health Care Professionals				
Acupuncturist			\$500/calendar year	100%
Athletic Therapist			\$500/calendar year	100%
Chiropractist Chiropractist – X-Ray		\$500/calendar year		100%
Podiatrist Podiatrist – X-Ray				
Chiropractor			\$600/calendar year	100%
Chiropractor – X-Ray				100%
Dietician*			\$500/calendar year	100%
Massage therapist		\$500/calendar year		100%
Kinesitherapist*				
Orthotherapist*				
Naturopath			\$500/calendar year	100%
Osteopath Osteopath – X-Ray		\$500/calendar year		100%
Physiotherapist			\$600/calendar year	100%
Psychoanalyst		\$500/calendar year		100%
Psychiatrist				
Psychologist				
Social Worker				
Speech Therapist			\$500/calendar year	100%

<b>Coverage</b>	<b>Eligible Expenses/ Type of Room</b>	<b>Combined Maximum</b>	<b>Maximum Amount Covered</b>	<b>% Reimbursed</b>
Vision Care		\$300/24 consecutive months for adults		100%
Eyeglasses				
Contact Lenses				
Laser vision correction				
Other Medical Expenses				
Ambulance				100%
Blood glucose monitor*			1/lifetime	100%
Breathing apparatus			\$2,000/calendar year	100%
Continuous Positive Airway Pressure Machine (CPAP)				
Sleep Apnea Mask (CPAP)				
Colostomy and Ileostomy supplies				100%
Convalescent Home*	Semi-private		\$40/day to a max of 180 days/calendar year	100%
Cosmetic surgery following an accident*			\$5,000/accident	100%
Dental treatment following accidental injury to natural teeth	Within 12 months of the accident			100%
External prosthesis and artificial limb	1/limb or eye/lifetime		\$5,000/limb or eye/lifetime	100%
External breast prosthesis		\$200/24 consecutive months		100%
Surgical brassiere				
Eye Examinations			\$150/24 consecutive months	100%

<b>Coverage</b>	<b>Eligible Expenses/ Type of Room</b>	<b>Combined Maximum</b>	<b>Maximum Amount Covered</b>	<b>% Reimbursed</b>
Foot orthoses			\$200/calendar	100%
Hearing aids			\$2,000/36 consecutive months	100%
Hospital bed*				100%
Mobility aids				100%
Wheelchair*			\$5,000/lifetime	
Nursing care*			\$5,000/calendar year	100%
Orthopaedic apparatus				100%
Orthopaedic shoes			\$400/calendar year	100%
Out-of-province medical referral			\$10,000/calendar year	100%
Respirator				100%
Support hose			4 pairs/calendar year	100%
Therapeutic devices*			\$10,000/lifetime	100%
Transcutaneous electrical nerve stimulator (TENS)			\$700/lifetime	100%
Wig following chemotherapy			\$200/lifetime	100%
Travel Assistance Insurance			\$5,000,000/lifetime	100%
Termination of Benefit	The day you reach age 65 or retirement, whichever is earliest.			

**\*Physician's referral required**

**Please note that:**

**Generic prescription drug plan:** The plan will reimburse the cost of the lowest-price generic equivalent drug, unless the prescription states that there can be no generic substitution.

**Dental Care Insurance**

**Rates based on dental procedure fee guide:** Province of residence

**Fee guide year:** Year during which expenses are incurred minus one year

**The first calendar year is established as follows:** 2011

Coverage	Maximum Amount Covered	% Reimbursed	
Basic Dental Care	\$2,500/insured/calendar year	100%	
Diagnostic Services			
Preventive Dental Care			
Routine Dental Care			
Minor Restorative Services			
Endodontics			
Periodontics			
Rebase, Reline, Adjustment and Repair of Removable Dentures			
Repair of Fixed Bridges and Crowns			
Oral Surgery			
Additional Services			
Dental Restorative Services			50%
Major Restorative Services and Fixed Prosthodontics			
Removable Dentures			
Fixed Bridges			
Orthodontics	\$5,000/insured/lifetime	50%	
Frequency of recall examinations	9 months		
Termination of Benefit	The day you reach age 65 or retirement, whichever is earliest.		

**Please note that:**

**Polishing of coronal portion of teeth:** one unit per 9 months period.

**Scaling:** 8 units per calendar year.

**Topical application of fluoride:** once per 9 months period.

**Pit and Fissure sealants:** limited to children under age 19.

**Second Opinion Benefit**

Termination of Benefit	The day you reach age 65 or retirement whichever is earliest.
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**LETTER OF UNDERSTANDING (RE: Benefit Premiums)**

(without prejudice)

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

**KENORA DISTRICT SERVICES BOARD**

Hereinafter named the 'Employer'

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911.01**

Hereinafter named the 'Union'

1. Notwithstanding Article 13.02 and 13.03 of the Agreement the Employer will contribute 100% of billed premium towards coverage of eligible Employees in the active employ of the Employer for the short-term and long-term disability plans as identified in the Agreement for the following individuals:

Lauris Gierak

2. Notwithstanding Article 18.01 (2) and 18.01 (3) of the Agreement the Employer will contribute 100% of billed premium towards coverage of eligible Employees in the active employ of the Employer for the extended health care and dental plans as identified in the Agreement for the following individuals:

Lauris Gierak

Signed this 13th day of October, 2023.

For the Employer:

  
Henry Wall (Sep 19, 2023 13:26 CDT)

  
Sarah Stevenson (Oct 3, 2023 17:27 CDT)

  
Corrine Owen (Oct 10, 2023 11:30 CDT)

  
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For the Union:

  
Derek Hamilton (Oct 12, 2023 12:36 CDT)

  
Joelle Alcock (Oct 13, 2023 07:49 CDT)

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## **LETTER OF UNDERSTANDING (RE: CWW)**

(without prejudice)

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

### **KENORA DISTRICT SERVICES BOARD**

Hereinafter named the 'Employer'

-and-

### **CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911.01**

Hereinafter named the 'Union'

Notwithstanding Article 14.01(1) of the Agreement, the above parties agree that Employees working 1950 hours per year may work a Compressed Work Week ('CWW') subject to the following:

#### **Participation/Opting In**

- (1) Participation in the CWW is optional; it is the decision of each Employee whether to participate.
- (2) Participation in the CWW is limited to those Employees whose normal status is Regular Full-time. Temporary, Part-time, Casual or any other Employee shall not participate in the CWW unless they are normally a Regular Full-time Employee and will still work 1950 hours in total for the respective calendar year.
- (3) The Employee wishing to participate in the CWW shall submit their request, in writing, specifying their preferred day off (Monday, Friday, etc.) and hours of work to their Manager. Similarly, any Employee wishing to change their CWW day off shall submit their request, in writing, specifying their preferred day off and hours of work to their Manager. Requests must be submitted by December 1<sup>st</sup> of the year prior to the year in which the CWW is to begin. In the case of a new Employee, the request must be submitted within fourteen (14) calendar days of their first day of work. All requests are subject to the Employer's operational demands being met.
- (4) A new Employee opting to participate in the CWW must commence participation at the beginning of a three (3) week rotation.

## **Schedule**

- (5) The CWW will operate in rotations of three weeks (Monday to Friday). Employees will be expected to work an additional thirty (30) minutes at the beginning and/or end of their regular work day in order to earn an additional one (1) day off every three (3) weeks.
- (6) An Employee may choose to work from 7:30am to 4:30pm, 7:45am to 4:45pm, or from 8:00am to 5:00pm but it shall remain consistent for the entire duration of the calendar year. Employees remain entitled to their one (1) hour unpaid lunch break and are not permitted to shorten their lunch break for the purpose of participating in the CWW.
- (7) The Employer will endeavour to grant Employee preferences. However, the final CWW schedule is subject to meeting operational demands as determined by the Employer.
- (8) For a new Employee, the Employer will endeavour to grant the Employee's preferred day off, however, it will be subject to current existing CWW schedules and ensuring operational demands are met.

## **Hours of Operation**

- (9) The Employer agrees that it will not modify its hours of operation, being 8:00am to 4:30pm from Monday through Friday, as a result of the CWW.

## **Time Off while Participating in CWW**

- (10) The CWW schedule will become the Employee's normal hours of work for the duration of the associated calendar year. As such, time off requests shall be submitted in accordance with the regular scheduled hours of work for that particular day.
- (11) If the statutory holiday falls on a normal day off, the stat day off will be the next regular work day. In the case of the normal day off being a Friday, the normal day off will be the previous work day.
- (12) In the case of Christmas Day (December 25<sup>th</sup>), Boxing Day (December 26<sup>th</sup>), and New Year's Day (January 1<sup>st</sup>) occurring on an Employee's normal day off, the Employee will choose a different day off within the same three (3) week rotation. This day off must be mutually agreed to by the Employee and their Manager.
- (13) In the event that Fall Refresher (for Integrated Social Services Staff) occurs on an Employee's normal day off, the Employee will choose a different day off within the same three (3) week rotation. This day off must be mutually agreed to by the Employee and their Manager.

- (14) The intent of the CWW day is to have a day off in every three week rotation and not to be substituted with pay. An alternate day within the three week rotation must be mutually agreed to by the Employee and their Manager.

### **Opting Out**

- (15) Once an Employee has committed to participating in the CWW, it is only in extenuating circumstances and at the discretion of the Director, that they may opt out of the CWW prior to the end of the calendar year. In the case of an Employee opting out of the CWW, they must do so upon the end of a three (3) week rotation and they are not permitted to opt in again until the beginning of the next calendar year.

### **Discontinuation of CWW**

- (16) If, at any point, either party, being the Employer or the Union, is no longer able to continue offering or participating in the CWW, the party unable to continue will provide to the other party notice, in writing, of its decision. Such notice shall be provided thirty (30) days in advance of the effective date of the decision.

### **Statutory Holidays Clarification of Payment**

- (17) For paid holidays recognized in accordance with Article 16.01(a) of the Agreement between the Employer and Union, one day will remain equivalent to 7 ½ hours, regardless of the Employee's decision whether or not to participate in the CWW.

For clarification, the ½ day Christmas Eve (stat) and ½ day New Year's Eve (stat) each remain equivalent to 3 ½ hours stat pay. Where an Employee qualifies for payment of a paid holiday, the Employee will receive holiday pay in accordance with the associated number of hours.

Subject to approval of their Manager, staff working Christmas Eve and New Year's Eve day, may have the option of starting their work day at 7:30 AM on these two stat days only.

- (18) Employees participating in the CWW will have ½ hour of time for each paid holiday that will be paid using another paid bank of time off (excluding sick time). This could be vacation, the floating day, or overtime in lieu.
- (19) Employees are not able to work a portion of their scheduled CWW day off or on the statutory holiday day off in order to make up for any discrepancy of hours as described above. For the 2015 calendar year, the Employer agrees to permit Employees who have fully used their statutory holiday bank and who have also fully used their other banks of paid time off (excluding sick time) to access their 2016 vacation allotment in advance of it being loaded and earned to replace hours.

**Sick Leave Administration**

- (20) Sick leave credits will continue to be earned in accordance with Article 13.01 of the Agreement between the Employer and Union regardless of the Employee's decision whether or not to participate in the CWW.

**Overtime Clarification**


- (21) Notwithstanding Article 15 of the Agreement between the Employer and Union, for Employees participating in the CWW, overtime will be paid for any hours worked in excess of the normal daily hours of work as defined by the CWW schedule (8.03 hours per day) or in excess of the weekly hours as defined by the CWW schedule for the applicable week (32.12 hours for the weeks that include the day off under the CWW schedule or 40.15 hours for the weeks that do not include the day off under the CWW schedule).

Signed this 13th day of October, 2023.

For the Employer:

  
Henry Wall (Sep 19, 2023 13:26 CDT)

  
Sarah Stevenson (Oct 3, 2023 17:27 CDT)


  
Corrine Owen (Oct 10, 2023 11:30 CDT)

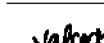


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For the Union:

  
Derek Hamilton (Oct 12, 2023 12:36 CDT)

  
Joelle Alcock (Oct 13, 2023 07:49 CDT)

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**LETTER OF UNDERSTANDING (RE: Travel Premium)**

(without prejudice)

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

**KENORA DISTRICT SERVICES BOARD**

Hereinafter named the 'Employer'

-and-


**CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911.01**

Hereinafter named the 'Union'


The parties agree that from time to time, an Employee may be required to provide service at another work location different from their regular assigned work location. Employees who travel greater than fifty (50) kilometres shall receive a premium of one dollar (\$1.00) per hour on the straight time hours worked for the affected period.


Signed this 13th day of October, 2023.

For the Employer:


  
Henry Wall (Sep 19, 2023 13:26 CDT)

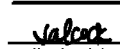
  
Sarah Stevenson (Oct 3, 2023 17:27 CDT)

  
Corrine Owen (Oct 10, 2023 11:30 CDT)

  
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For the Union:

  
Derek Hamilton (Oct 12, 2023 12:36 CDT)

  
Joelle Alcock (Oct 13, 2023 07:49 CDT)

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**LETTER OF UNDERSTANDING (RE: Education Agreements)**

(without prejudice)

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

**KENORA DISTRICT SERVICES BOARD**

Hereinafter named the 'Employer'

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911.01**


Hereinafter named the 'Union'

Notwithstanding Schedule A - Wages of the Agreement, Employees who agree to complete education in order to be eligible for positions will remain at the first level ("Start") of the wage grid until the agreed education is successfully completed within the agreed timelines. Effective the date of completion of the education, the Employee's rate of pay will be increased to the second level ("After 1 year") and subsequently, after twelve (12) months, to the third level ("After 2 years"). In the event the Employee completes the education in twelve (12) months or less, the Employee will advance on the wage grid in accordance with the Agreement.

Education agreements will be shared with the Union prior to the Employee's written acceptance of the position.


Signed this 13th day of October, 2023.

For the Employer:

  
Henry Wall (Sep 19, 2023 13:26 CDT)


  
Sarah Stevenson (Oct 3, 2023 17:27 CDT)

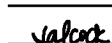
  
Corrine Owen (Oct 10, 2023 11:30 CDT)

  
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For the Union:

  
Derek Hamilton (Oct 12, 2023 12:36 CDT)

  
Joelle Alcock (Oct 13, 2023 07:49 CDT)

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## **LETTER OF UNDERSTANDING (RE: Accounting Clerk Position)**

(without prejudice)

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

### **KENORA DISTRICT SERVICES BOARD**

Hereinafter named the 'Employer'

-and-

### **CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 5911.01**

Hereinafter named the 'Union'

The Employer and Union (the "Parties") have met through the Labour Management Committee to discuss the position of Accounting Clerk and agree that while the responsibilities and requirements of the Accounting Clerk job have not substantially changed, the volume of work has increased.

Furthermore, with the current design of one job description, being that of Accounting Clerk, each incumbent in the role needs to be fully trained on all job functions (being accounts payable and payroll) which is not practical with the current volume of work.

Therefore, the Parties agree it is necessary and reasonable to separate the Accounting Clerk job into two separate classifications and agree as follows:

1. The Parties agree that the position of Accounting Clerk currently includes the responsibilities and tasks of the accounts payable and payroll functions.
2. The Parties wish to amend the position of Accounting Clerk by separating the functions of accounts payable and payroll into two separate job descriptions, being Accounts Payable Clerk and Payroll Clerk.
3. In doing so, the Parties acknowledge and agree that separating the functions into two separate job descriptions does not change the education or accountability requirements and therefore does not change the rate of pay for the positions, which would be the same as that of the Accounting Clerk.
4. The Parties agree that transitioning from Accounting Clerk to Accounts Payable Clerk and Payroll Clerk, there will be the added opportunity for clarity in task prioritization and supervision.
5. In accordance with Article 20.05, job descriptions for the Accounts Payable Clerk and Payroll Clerk positions will be made available to the Union.

6. The Parties agree, that as part of implementing this Letter of Understanding (“LOU”) and in accordance with Article 20.03, Schedule A – Pay Grid will now read as follows, as of the effective date of this LOU.

**SCHEDULE A – PAY GRID**

	Jan 1/23 to Dec 31/23			Jan 1/24 to Dec 31/24		
	Start	After 1 year	After 2 years	Start	After 1 year	After 2 years
<b>Case Manager</b>	\$33.03	\$33.94	\$34.86	\$34.02	\$34.96	\$35.90
<b>Integrated Service Worker</b>	\$29.43	\$30.24	\$31.10	\$30.31	\$31.15	\$32.03
<b>OW Life Skills</b>	\$27.49	\$28.31	\$29.17	\$28.32	\$29.16	\$30.04
<b>Van Driver</b>	\$20.45	\$21.06	\$21.69	\$21.06	\$21.69	\$22.34
<b>Support Clerk</b>	\$26.86	\$27.71	\$28.52	\$27.67	\$28.54	\$29.38
<b>Accounting Clerk</b>	\$26.86	\$27.71	\$28.52	\$27.67	\$28.54	\$29.38
<b>Payroll Clerk</b>	\$26.86	\$27.71	\$28.52	\$27.67	\$28.54	\$29.38
<b>Accounts Payable Clerk</b>	\$26.86	\$27.71	\$28.52	\$27.67	\$28.54	\$29.38
<b>Receptionist</b>		\$22.47			\$23.15	
	Jan 1/25 to Dec 31/25			Jan 1/26 to Dec 31/26		
	Start	After 1 year	After 2 years	Start	After 1 year	After 2 years
<b>Case Manager</b>	\$35.04	\$36.01	\$36.98	\$36.18	\$37.18	\$38.18
<b>Integrated Service Worker</b>	\$31.22	\$32.08	\$32.99	\$32.23	\$33.13	\$34.06
<b>OW Life Skills</b>	\$29.16	\$30.04	\$30.95	\$30.11	\$31.02	\$31.95
<b>Van Driver</b>	\$21.70	\$22.34	\$23.01	\$22.40	\$23.07	\$23.76
<b>Support Clerk</b>	\$28.50	\$29.39	\$30.26	\$29.42	\$30.35	\$31.24
<b>Accounting Clerk</b>	\$28.50	\$29.39	\$30.26	\$29.42	\$30.35	\$31.24
<b>Payroll Clerk</b>	\$28.50	\$29.39	\$30.26	\$29.42	\$30.35	\$31.24
<b>Accounts Payable Clerk</b>	\$28.50	\$29.39	\$30.26	\$29.42	\$30.35	\$31.24
<b>Receptionist</b>		\$23.84			\$24.62	

NOTE: The parties are in agreement that Employees on payroll as of the date of ratification of this Agreement who are paid above the wage rate for their classification shall have their wages red-circled until such a time as the wages for their classification reach their present level of pay.


(continued on next page)

**Effective Date**


7. This Letter of Understanding shall take effect October 1, 2021.


Signed this 13th day of October, 2023.

For the Employer:


  
Henry Wall (Sep 19, 2023 13:26 CDT)

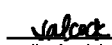
  
Sarah Stevenson (Oct 3, 2023 17:27 CDT)

  
Corrine Owen (Oct 10, 2023 11:30 CDT)

  
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For the Union:

  
Derek Hamilton (Oct 12, 2023 12:36 CDT)

  
Joelle Alcock (Oct 13, 2023 07:49 CDT)

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