

**Memorandum of Settlement  
Between  
The Ontario Public Service Employees Union and its  
Local 460  
And  
Pathways For Children and Youth**

**The representatives of the Union and the Employer reached a tentative agreement on September 9, 2004 at 7PM. Your negotiating team unanimously recommend that you accept the attached settlement. The following are the changes to the current collective agreement recommended by the parties.**

2.02 Amend to: A part time employee is one who works less than full time hours. Part time employees who work fixed and designated hours per week shall be entitled to all benefits and entitlements to full time employees on a pro-rated basis provided they pay their portion of the premiums necessary to maintain such participation (subject to entitlement and eligibility requirements of the policy of insurance). "Pro-rated basis" shall mean the percentage of full time hours fixed and designated to a part time employee. All other part time employees shall receive fifteen percent (15%) of their regular hourly rate if not enrolled in the pension and ten percent (10%) of the regular hourly rate if enrolled in the pension in lieu of entitlement to all vacation, holiday entitlement, sick leave, health and welfare benefits. All part-time Employees will be paid bereavement leave (article 16), personal leave (article 16.04) and jury and witness leave (article 16.07) if entitlement for such leave falls on a day(s) for which such employees were pre-scheduled to work.

2.03 Temporary employees are those who are employed by the Employer to fill a time limited position of not more than one (1) year or to replace an employee who is absent for any reason. Temporary Employees shall receive fifteen percent (15%) of their regular hourly rate in lieu of entitlement to all vacation, holiday entitlement, sick leave, health and welfare benefits.

All temporary employees will be paid bereavement leave (article 16.06), personal leave (article 16.04) and jury and witness leave (article 16.07) if entitlement to such leave falls on a day(s) for which such employees were pre-scheduled to work.

- 12.01 (a) (i) Seniority as referred to in this Agreement shall mean length of continuous employment in the bargaining unit from the last date of hire in the employ of the Employer.
- (ii) Notwithstanding the above, for the employees listed in Schedule A their seniority shall be as indicated.
- (b) There shall be a single seniority list for all bargaining unit members
- (c) Employees shall accumulate seniority on the basis of years (and percentage thereof) of employment since last date of hire. Part time and relief employees shall accumulate seniority on the basis of hours worked since last date of hire converted to years (and percentage thereof), on the following basis:
- (i) for employees working eight (8) hour shifts, one (1) year equals 2080 hours.
- (ii) for employees working seven and one quarter (7.25) hour shifts, one (1) year equals 1885 hours.
- (d) For part time employees who do not work fixed and designated hours, seniority and service shall accrue while on a leave of absence, on the basis of the average weekly seniority and service which has been earned, excluding the weeks for which the employee was on a leave of absence or sick leave, for the lesser of twenty-eight (28) continuous weeks or period of employment immediately preceding the commencement of the qualifying leaves. These being:  
Pregnancy/parental;  
Family Medical Leave;  
Paid leave of absence; and/or  
First thirty days of unpaid leave of absence.
- (e) An employee cannot earn more than one (1) year seniority in any one (1) calendar year.

12.05 Seniority and Service shall accrue in the following circumstances only.

When actually at work for the Employee

- When absent on paid holidays and vacation
- When on an approved Family Medical Leave
- when absent due to illness for a period of up to twenty-four (24) months;
- when on an approved pregnancy or parental leave
- when on an approved paid leave of absence
- for the first thirty (30) days when on an unpaid leave of absence.

Upon expiration of the periods listed above, service shall be suspended with no service accruing until the employee returns to work with the Employer.

- 14.05 The employee subject to lay off will have the right to accept lay off or to bump the least senior employee in an equal or lower paying classification within the bargaining unit for which the bumping employee has the ability and qualification to perform the work of such classification without training, other than orientation. For the purposes of this article only, an employee wishing to exercise their bumping rights is deemed to have the ability and qualifications to perform work in the same classification. It is understood that the bumping employee must have greater bargaining unit seniority than the bumped employee and must elect either lay off or bumping rights within one week of lay-off date. Any employee being bumped must then elect either layoff or bumping rights within one week of layoff date. Any employee being bumped must then elect either layoff or bumping rights within one week of the notification of the bump. Employees who exercise their bumping rights shall be paid at the appropriate rate of the classification into which they bump. Part-time employees must first bump junior part-time employees. Full-time employees must first bump full-time employees. If after this process a more senior part-time or full-time employee has not been able to exercise bumping

rights, then part-time employees may bump more junior full-time employees and vice versa, it being understood that in exercising such bumping rights, the part-time or full-time employee will be assigned to the position of the junior employee being bumped. Employees who exercise their bumping rights shall maintain their current hourly rate for a period of four (4) months after which they will revert to the rate of the job.

### 16.03 **General Leave of Absence**

- (a) A leave of absence without pay may be granted by the employer. This leave may not exceed one year at any one time. Continuation of employee benefits can be arranged with the Employer for payment of all premiums at the employee's expense subject to the terms and conditions of the benefit carrier.

16.08 (a)(iv)(b) and 16.08(b)(iv)(b) For part time employees who do not work fixed and designated hours, eighty percent (80%) of the average weekly rate which she had been paid, excluding the weeks for which the employee was on a leave of absence or sick leave, calculated on the lessor of twenty-eight (28) continuous weeks or period of employment immediately preceding the commencement of the pregnancy leave.

### 16.09 (NEW) FAMILY MEDICAL LEAVE

The Employer shall grant family medical leave and benefits to an employee who is entitled to Compassionate Care leave benefits under the Employment Insurance Act. An employee who provides the Employer with proof of receipt of Employment Insurance benefits pursuant to *Employment Insurance Act (Canada)* shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.

In respect of the period of Family Medical Leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (i) During the two (2) week Employment insurance Benefits waiting period, if any, the amount in either (ii) a) or (ii) b) below as applicable, less any other earnings received by the employee.

(ii) Following the two (2) week Employment Insurance waiting period (if applicable) up to a maximum of six (6) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and eighty percent (80%) of the actual weekly rate of pay which the employee was receiving on the last day worked prior to the commencement of the leave.

- a) For full-time employees and part-time employees who work fixed and designated hours, eighty percent (80%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the family medical leave.
- b)** For part-time employees who do not work fixed and designated hours, eighty percent (80%) of the average weekly rate which she had been paid, excluding the weeks for which the employee was on a leave of absence or sick leave, calculated on the lessor of twenty-eight (28) continuous weeks or period of employment immediately preceding the commencement of the family medical leave.

19.01 (b) After Nexus insert “and Autism CCYC worker”.

19.11 (4) Maximum allowable accumulation will be five (5) days, unless otherwise agreed between the Employer and employee, with authorization for the time away being mutually agreed upon.

19.11 (5) Clients needs within intensive Services are such that Child and Youth counsellors and Community Child and Youth Counsellors, except for Autism and Nexus Community Child and Youth Counsellors, are expected to generally work thirty percent (30%) of their hours outside the hours of 08:30 and 16:30 Monday to Friday, or on weekends. Where said employees work in excess of thirty percent of their hours outside said hours, calculated over the two week pay period, they will be entitled to a shift premium of fifty (50) cents per hour for all hours worked outside the hours of 08:30 and 16:30 Monday to Friday, or on weekends. Nothing in this provision negates the provisions in 19.02.

ARTICLE 20 – (NEW) REDUCED WORK WEEK Renumber 20 + \_\_\_\_\_ .

It is agreed that reduced work week requests from employees may be implemented subject to the following:

- 20.01 Reduced work week requests shall be considered on an individual basis and are subject to the written agreement of the Employer and the Union. Participation shall be on a voluntary basis by individuals. Salary and benefits shall be on a pro-rata basis except as expressed in .02.
- 20.02 Participants shall continue to be covered by the Collective Agreement and any exceptions to this program must be agreed upon between the Employer and the Union in writing. For the purposes of Article 14 and Article 25.02 (1), full time Employees who request and are approved a reduction to no less than .8 FTE a shall continue to be considered as full time employees. In instances where reductions are greater than this, Employees are treated as part-time, for all purposes.
- 20.03 Should a reduced work week position become vacant, the position which is the subject matter of the reduced work week shall retain its original weekly hours of work unless the employer determines that it's operational needs are such that the position can be reduced to a part time position to meet the objectives of Article 14.08. Nothing in this collective agreement shall prevent the Employer and the Union from agreeing to a different arrangement.
- 20.04 Nothing in this Article prevents employees from exercising their seniority rights under this Collective Agreement.
- 20.05 Either the Employer, the Union, or the employee may discontinue the reduced work week arrangement with ninety (90) days' notice unless the parties initially agreed, pursuant to paragraph .01 that the reduced work week arrangement was permanent. A meeting shall be held between the Employer, the Union, and the employee within fifteen (15) days of such notice to discuss the discontinuation.
- 20.06 Any agreement under this article for reduced work week shall not be construed as a layoff for the purposes of Article 14 or requirement for posting for the purposes of Article 13.

The parties will enter into written reduced work week agreements, in accordance with agreed language, after ratification, for employees currently working reduced work weeks. Any adjustments to benefits for such employees will take effect on ratification. The parties will discuss 2 recent requests from employees regarding reduced work weeks.

- 21.04 Delete Article that reads:  
Notwithstanding any decisions of the Ontario Labour Relations Board or any agreements made in the Supplementary Memorandum of Agreement, any employees whose salary are higher than their designated classifications will, on the execution of this Collective Agreement, be paid according to the salary grid of their classification.
- 22.01(b) In addition, four (4) floating holidays will be granted to all Employees in each calendar year to be taken at a time mutually agreed upon between the Employee and the Employee's supervisor. Such agreement shall not be unreasonably withheld. The floating holidays must be taken in the calendar year. The number of floating holidays for newly hired employees after March 31<sup>st</sup> shall be prorated as follows: April to June, 3 days; July to September, 2 days; October to December 1 day.
- 22.04 An employee who is required to work by the Employer, on a paid holiday shall receive another day off in lieu of the holiday and shall be compensated at the rate of one and one half (1.5) times regular hourly rate for work on the holiday.
- 23.01 (e) After eighteen (18) years of continuous service, the employee shall receive one (1) additional vacation day for each additional year of continuous service to a maximum of thirty-five (35) vacation days in total.
- 25.02(1)(c) Add "and reimbursement for cost of annual eye exam" to the last sentence.
- 25.02 (e) Agreed - Amend \$600.00 per to a \$1,000.00 per week.
- 26.04 Employees who are participating in HOOPP and who are absent from work on an unpaid leave of absence in excess of thirty (30) consecutive days shall become responsible for the full cost of premiums to maintain HOOPP in which they would otherwise be entitled to participate during the period of absence. Notwithstanding this provision, the Employer shall

continue to pay its portion of the premium for said HOOPP plan, provided the Employee continues to pay their portion, while an employee is ;

i) on pregnancy or parental leave for a period of up to fifty-two weeks;

ii) on sick leave or in receipt of long term disability benefits to a maximum of fifteen (15) weeks from time the absence commenced or such other period of time as stipulated by HOOPP;

iii) on family medical leave.

27.01(b)(i) Amend \$.35 to \$.37 effective date of ratification by the Union.

27.03 The Employer shall pay all travel time for training and conferences at straight time.

30.02 Employees are expected to make a claim with their insurance provider under their policy of insurance for damage to their personal vehicle incurred while carrying out their duties and responsibilities in the course of their employment. Upon provision of receipts the Employer will reimburse employees insurance deductible for up to three hundred fifty dollars (\$350) damage to their personal vehicle and up to three hundred and fifty dollars (\$350) for damage to personal property where such damage is incurred while carrying out their duties and responsibilities in the course of their employment. The parties agree that where such damage is incurred while carrying out their duties and responsibilities in the course of their employment the Employer may reimburse an employee without the employee having to make a claim with their insurance provider up to the lesser of the employees insurance deductible or cost to the Employee, to a maximum of three hundred and fifty dollars (\$350).

31.01 amended to reflect a start date of April 1, 2004 and an expiry of March 31, 2006.

31.02 Change 2002 to 2004.

Amend Appendix "A" – adjust the hourly rates as follows:

April, 2004	Secretary -	\$0.57
	VC	\$0.60
	Speech	\$0.83

Psychologist	\$1.15
Psychometist	\$0.86
S/W SenCoun	\$0.86
CC	\$0.73
CYC	\$0.61
CCYC	\$0.62

April 1, 2005.	Secretary -	\$0.59
	VC	\$0.62
	Speech	\$0.85
	Psychologist	\$1.19
	Psychometist	\$0.89
	S/W SenCoun	\$0.89
	CC	\$0.75
	CYC	\$0.62
	CCYC	\$0.64

Letter of Understanding RE: Proxy Pay Equity -Withdrawn on the understanding that wage adjustments will be expressed for each classification in a cents per hour.

The parties will enter into a letter of understanding that adjusts pay equity targets for all positions and the new targets shall be listed, as though the entire wage increase negotiated through the collective bargaining process since April 1, 2000 are to be applied to the pay equity target.

#### LETTER OF UNDERSTANDING

#### RE: REDEPLOYMENT FROM OUT-OF-HOME SERVICES

**WHEREAS** the Employer needs to temporarily redeploy one (1) full-time employee from Out-of-Home to either Intensive Child and Family Services or Nexus Float for up to one (1) year unless the Union and the Employer agree to an extension.

**The current employees will be offered to agree on the redeployment, if they are unable to find a solution the redeployment will be offered on the basis of seniority with the most senior employee having the ability to accept or decline the position. Failing redeployment in this manner, the least senior employee will be redeployed to his/her choice of Intensive Child and Family Services or Nexus Float.**

**Unless, it is the least senior employee being redeployed, article 13.04 of the collective agreement will apply.**

**For the duration of the redeployment all other terms and conditions of the collective agreement shall apply.**

LETTER OF UNDERSTANDING

BETWEEN:

PATHWAYS FOR CHILDREN AND YOUTH

("the Employer")

- and -

ONTARIO PUBLIC SERVICES EMPLOYEES UNION

And it's Local 460

Notwithstanding the agreements made in Collective Bargaining since April 1<sup>st</sup> 2000, the parties agree to adjust the pay equity targets for all bargaining unit positions as follows:

CLASSIFICATION	TARGET 3/31/00	REVISED TARGET
Secretary	17.16	17.16
Speech and Language	27.56	30.13
Psychologist	36.02	39.37
Psychometrist	27.56	30.13
Social Worker/Senior Counsellor	28.64	31.31
Community Counsellor.	24.72	27.02
Child and Youth Counsellor.	20.30	22.19
Community CYC	21.21	23.18
Volunteer Coordinator.	18.11	19.80

These revised targets are as of April 1<sup>st</sup> 2003.

All amendments to take effect on the date of ratification by the Union, provided both parties ratify, unless otherwise stated.