

62-F.T.  
104-PT

Unit No. 56

COLLECTIVE AGREEMENT

BETWEEN

THE BARRIE & DISTRICT ASSOCIATION FOR PEOPLE WITH  
SPECIAL NEEDS

AND

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

EFFECTIVE: NOVEMBER 21, 2002

EXPIRY: NOVEMBER 20, 2005

10488(04)

10488(04)

INDEX

ARTICLE	PAGE
Article 1 Purpose .....	1
Article 2 Recognition and Scope .....	1
Article 3 Management Rights .....	2
Article 4 Types of Employees .....	3
4.01 Full-time Employees .....	3
4.02 Part-time Employees .....	3
4.03 Casual Relief Employees .....	3
4.04 Temporary Employee.....	3
4.05 Student Employee .....	4
Article 5 Check-off of Union Dues .....	4
Article 6 No Strikes or Lockouts .....	5
Article 7 Union Representation .....	5
7.05 Labour/Management Committee.....	7
7.06 New Hires .....	7
Article 8 Employer/Union Grievance Procedure.....	7
8.03 Discharge Grievance .....	9
8.04 Employer's Grievance .....	10
Article 9 Arbitration .....	10
9.07 Sole Arbitrator.....	11
Article 10 Discharge and Discipline .....	11
Article 11 Probation Period .....	12
Article 12 Seniority .....	13
12.01 Definition of Seniority.....	13
12.02 Transfer of Seniority.....	13
12.04 Asleep Night Shift .....	13
12.05 Seniority Lists.....	14
12.06 (a) Maintenance and Accrual.....	14
12.06 (b) Maintenance of Seniority.....	15
12.10 Work of the Bargaining Unit .....	17
Article 13 Relationship .....	17
Article 14 Leave of Absence .....	17
Article 15 Pregnancy and Parental Leave .....	19
15.01 Pregnancy Leave.....	19
15.02 Parental Leave.....	19
Article 16 Printing of Agreement .....	20
Article 17 New Classification.....	20
Article 18 Personnel File .....	21
Article 19 Joint Health and Safety Committee .....	21
Article 20 Wages .....	22
Article 21 Job Posting .....	24
21.10 Hiring Without Qualifications .....	25
Article 22 Bulletin Board .....	26
Article 23 Lay-off and Recall .....	26
23.02 Seniority Pool.....	26
23.07 Vacant Placement.....	27
23.11 Trial Period.....	28
23.12 Recall.....	29
Article 24 Training Assistance .....	29

Article 25	Bereavement Leave .....	30
Article 26	Union Leave .....	30
Article 27	Jury Duty .....	31
Article 28	Reporting Pay .....	31
Article 29	Hours of Work and Overtime .....	32
Article 30	Holidays .....	35
Article 31	Vacation .....	36
	31.08 Full-time and Part-time Employees' Vacation Entitlement.....	37
	31.10 Full-time Vacation.....	39
	31.11 Part-time Vacation.....	40
	31.12 Casual Relief. Student and Temporary Employees' Vacation Entitlement.....	42
	31.14 Prior Vacation Seniority.....	42
Article 32	Travel and Allowance .....	42
Article 33	Employee Benefits .....	43
Article 34	Duration .....	43
Article 35	Retroactivity .....	44
Article 36	Sick Leave .....	44
Article 37	Schedule "A" Wage Adjustments.....	44
	Schedule "A" .....	46
	Schedule "A" .....	47
	Schedule "A" .....	48
	Letter of Understanding "A" Re: Scheduling.....	49
	Letter of Understanding "B" Re: Union Binders..	51
	Letter of Understanding "C" Re: New Positions And Scheduling .....	52
	Letter of Understanding "D" Re: DSW .....	53

COLLECTIVE AGREEMENT

BETWEEN:

THE BARRIE & DISTRICT ASSOCIATION FOR PEOPLE WITH  
SPECIAL NEEDS  
(Hereinafter referred to as the "Employer")  
OF THE FIRST PART

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(Hereinafter referred to as the "Union")  
OF THE SECOND PART

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and all employees represented by the Union, and to encourage a cooperative and harmonious working relationship in the promotion of the highest standards of care and service provided by the Employer.

**ARTICLE 2 - RECOGNITION AND SCOPE**

2.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of The Barrie & District Association for People with Special Needs in the City of Barrie, save and except supervisors/senior counsellors and persons above the rank of supervisors/senior counsellors, office and clerical staff, Infant Development Workers, Family Support Workers, Habitat 90 Workers, Resource Teacher Program Workers, Toy Library Workers, Travelling Toy Chest Workers, Nursery Workers, Day Care Workers and persons for whom any trade union held bargaining rights as of January 27, 1995.

2.02 The word "employee" or "employees" wherever used in this Agreement shall mean only those employees in the bargaining unit defined above.

2.03 Whenever the feminine pronoun is used herein it shall mean and include the masculine where the context so provides.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include, but shall not be confined to the right to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign duties, transfer, promote, demote, direct, classify, layoff, recall, retire, discharge, suspend or otherwise discipline employees, provided that a claim that an employee, who has completed her probationary period, has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make and enforce and alter from time to time rules, regulations, policies and practices to be observed by all employees;
- (d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance, to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, classifications, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work, job content, the working establishment for any service, the standards of performance for all employees, set employees hours and amend them from time to time; and whether there shall be overtime,
- (e) determine the qualifications of employees, the allocation and number of employees required by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area; generally, solely and exclusively manage the Association

and its operations without interference subject to the express terms of this Agreement; and determine all other matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement.

3.02 Where the rights, power and authority set out above are modified or limited by the terms of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

#### **ARTICLE 4 - TYPES OF EMPLOYEES**

For the purpose of this Agreement, the parties agree that "employees" referred to in Article 2 relates to the following types of employees:

##### 4.01 Full-time Employees

Where the term 'full-time employee(s)' is used herein, the Article(s) shall apply only to those employees in the bargaining unit in a full-time permanent, posted position who regularly work on a continual and regular basis a minimum of thirty (30) or more hours per week.

##### 4.02 Part-time Employees

Where the term "part-time employee(s)" is used herein, the Article(s) shall apply only to those employees in the bargaining unit in a part-time permanent, posted position who regularly work on a continual and regular basis less than thirty (30) hours per week.

##### 4.03 Casual Relief Employees

Where the term 'casual relief employee(s)' is used herein, the **Article(s) shall apply only** to those employees in the bargaining unit who are paid on an hourly basis who are requested to work from time to time as required by the Employer.

##### 4.04 Temporary Employee

Where the term "temporary employee(s)" is used herein, the Article(s) shall apply only to those employees in the bargaining unit working in full or part-time positions who are employed for temporary or relief work for a predetermined period of time not to exceed 12 months. If the employee held a previous position within the bargaining unit, they shall be returned to that position. When the temporary work becomes redundant the employee may be either

terminated or laid off without bumping rights. The release or discharge of such persons shall not be the subject of a grievance or arbitration. The 12 month time limit may be extended by mutual agreement between the Union and the Employer. This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his or her probation will be credited with the appropriate seniority, as per the collective agreement. The Employer will forward a copy of the temporary appointment letter(s) to the Union.

#### 4.05 Student Employee

Where the term "student employee(s)" is used herein, the Article(s) shall apply only to those employees in attendance in an academic program. Student employees hired for vacation leaves, sick leaves, Workplace Accident Insurance Benefit, LOA, work projects or excess work load may be terminated at the end of their work assignments.

### **ARTICLE 5 - CHECK-OFF OF UNION DUES**

5.01 As a condition of employment, the Employer shall deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

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

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

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

Dues shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted, where practicable.

The Employer, when forwarding Union dues, will submit a list indicating the names of those employees for whom deductions have been made, as well as the names and dates of hire of those employees hired in the preceding month.

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

#### **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

6.01 The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.

6.02 The Union agrees that during the term of this Collective Agreement, there shall be no strike, sit down, slow down, or engagement in any other work stoppage, picketing or any other form of collective action which will interfere with the employer's operations, or stop service, and that, if such collective action should take place, the Union will instruct its members to continue to work and to perform their duties in the usual manner.

#### **ARTICLE 7 - UNION REPRESENTATION**

7.01 (a) The Employer agrees to recognize up to five (5) Union Stewards (including the Chief Steward) elected from amongst employees in the bargaining unit, who have completed their probationary period.

(b) A Chief Steward may be appointed or elected. The Chief Steward may step in during the absence of any Steward and assist in the presentation of any grievance, or with any normal steward function.

(c) The functions of these stewards shall be to assist employees in their respective areas in the presenting of any grievance to the Employer which may properly arise under the provisions of this Agreement.

(d) The Union shall keep the Employer notified, in writing, of the names of the Chief Steward, and Union Stewards appointed or elected under this Article and the effective date of their respective appointments before the Employer is obligated to recognize the same.



- (e) The Employer agrees to allow names of Union Stewards and the Union voice mail phone number to be placed in a binder in each work location.
- 7.02 (a) The Union acknowledges that the Union Stewards and Chief Steward have and must continue to perform their regular duties and responsibilities. Stewards shall not leave their regular working duties without first obtaining permission from their immediate supervisor to do so. Such permission shall not be unreasonably denied.
- (b) Should a Steward be granted permission to leave their regular working duties, such permission shall be granted under the following conditions:
- (i) up to two (2) Stewards shall be given time off at any given period of time and the time off shall be devoted to the prompt handling of the grievance;
  - (ii) the Employer reserves the right to limit such time if it deems the time taken to be excessive;
  - (iii) when resuming her regular duties and responsibilities, such Steward shall again report to her immediate supervisor;
  - (iv) during the granted time off the Stewards shall suffer no loss of earnings, as such, the Employer will compensate the Steward at the rate of pay she would have received during her scheduled shift in performing her normal scheduled work for the Employer.
- (c) The Employer will not pay the salary of the Chief Steward, Stewards or bargaining unit members at Arbitration hearings.
- (d) Nothing in this Article shall preclude full-time Stewards from representing part-time employees and vice versa.

7.03 It is agreed that the Union and the employees will not engage in Union activities unless specifically set out elsewhere in the Collective Agreement during working hours or hold meetings at any time on the Employer's premises without the express permission of the Employer.

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

- (b) The Union shall notify the Employer, in writing of the names of such employees prior to the commencement of negotiations.
- (c) The Union Negotiating Committee shall have the right to have the assistance of an S.E.I.U. representative during negotiations with the Employer.

#### 7.05 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievances or matters that are properly the subject of negotiations for the amendment or renewal of the Agreement. Suitable subjects for discussion will include orientation, work and working conditions.

The Employer agrees to compensate employees at their regular straight time hourly rate for time lost from regular scheduled working hours while in attendance at a Labour Management meeting.

A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.

#### 7.06 New Employees

The Employer will provide the Union, on a quarterly basis, with the names and addresses of all new hires. The Employer will also advise all new hires that there is a Union and the Union voice mail number and that the Union may be contacting them (Employer also agrees to advise new hires that there *is* a Union in the offer letter).

### **ARTICLE 8 - EMPLOYER/UNION GRIEVANCE PROCEDURE**

8.01 It is the mutual desire of the parties to this Agreement that the complaint of an employee shall be resolved as promptly as

possible. It is understood that an employee has no grievance until she has first discussed her complaint with her immediate supervisor and afforded her an opportunity to endeavour to adjust her complaint.

If an employee has a complaint she shall discuss it with her immediate supervisor within five (5) working days after the circumstances giving rise to the grievance have originated or occurred. Accordingly, the Employer or the Union shall not be required to consider or process any grievance which arises more than five (5) working days after the circumstances giving rise to the grievance have originated or occurred. Failing settlement, it may be taken up as a grievance within five (5) working days following the immediate supervisor's decision in the following manner and sequence:

#### Step No. 1

The Steward shall submit a written grievance signed by the employee and a Steward to the employee's immediate supervisor. The grievance shall specify the nature of the difference(s), article or articles of the Collective Agreement of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought. The immediate Supervisor shall submit her answer in writing within five (5) working days following the day on which the grievance was presented to her. If no written request for the grievance to be heard at Step 2 is received within five (5) working days from the date of the decision under Step 1 is given, the grievance shall be deemed to have been settled. Failing settlement, then:

#### Step No. 2

Within five (5) working days following either a disciplinary suspension or the decision under Step 1, the grievance shall be submitted by the Steward to the Manager of the Programme or designate who shall review the grievance and render a decision in writing within five (5) working days from the date on which the grievance is presented to her. The parties agree that in the event there are a number of identical grievances, they will be consolidated at Step 2 of the grievance process and the applicable provisions of the Article shall apply. The employee will be accompanied by a Union Steward in any Step 2 meeting. If no written request for the grievance to be heard at Step 3 is received within five (5) working days from the date of the decision under Step 2 is given, the grievance shall be deemed to have been settled. Failing settlement, then:

### Step No. 3

Within five (5) working days following the decision under Step 2, the grievance shall be submitted by a Steward to the Executive Director or designate. The Executive Director or designate will meet with the grievor and the Steward to review the grievance within ten (10) working days of receiving the grievance at this step. The Executive Director shall have such counsel and assistance as they may desire at this meeting as may the Union request the presence of the Union staff representative or executive officer of the local union. Failing settlement, the decision of the Executive Director or designate shall be delivered in writing within ten (10) working days from the date on which the grievance meeting was convened.

8.02 A "policy grievance" is defined as a difference between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether the grievance is arbitrable. It is agreed that an Employer or a Union policy grievance arising directly between the Employer and the Union shall be originated under Step 3 above within ten (10) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee which she should have instituted herself and that the regular grievance procedure shall not be thereby bypassed.

### 8.03 Discharge Grievance

If an employee, who has completed her probationary period, claims that she has been unjustly discharged, such complaint must be submitted by the Steward. The employee will be accompanied by a Union Steward at Step 3 of the grievance procedure to the Employer within five (5) working days following the date the discharge is effective, and the time limit set out with respect to that Step shall appropriately apply.

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

- (a) confirming the Employer's action in discharging the employee, or,
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost, or

- (c) by any other arrangement which may be deemed just and equitable in the opinion of the parties or the arbitration board, if appointed.

#### 8.04 Employer's Grievance

- (a) The Employer may originate a grievance against the Union or against an employee by forwarding it to the business agent of the Local within ten (10) working days after the circumstances giving rise to the grievance have occurred.
- (b) The business agent of the Local shall give her decision in writing within five (5) calendar days after receiving the grievance.
- (c) Failing a response within five (5) calendar days or a satisfactory settlement, the grievance maybe referred directly to Arbitration in accordance with Article 9.

8.05 Failing settlement under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) working days from the date of the decision under Step 3 above is given, the grievance shall be deemed to have been settled.

8.06 All agreements reached under the grievance and arbitration procedure between the representatives of the Employer and the representatives of the Union, shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedures and the arbitration procedure, shall be construed as mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing, the parties may mutually agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.

8.07 For the purposes of Article 8 and 9, the words "working days" shall not include Saturdays, Sundays, or paid holidays.

### **ARTICLE 9 - ARBITRATION**

9.01 when either party requests that a grievance be submitted to arbitration or mediation as hereinafter provided, it must make such a request in writing within ten (10) calendar days after receiving the decision given at Step 3 of the grievance procedure, addressed

to the other party, and at the same time, appoint its nominee to the Board of Arbitration and/or indicate a desire to seek mediation. Where the matter is referred to mediation the mediation process shall take place before the matter is referred to Arbitration. Within fourteen (14) calendar days after having received notice to arbitrate, the other party shall appoint its nominee and notify the other party. The two nominees so appointed shall confer to select a Chairperson for the Board of Arbitration. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.

9.02 No person shall be appointed as a nominee or chairperson who has been involved in any attempt to negotiate or settle the grievance.

9.03 The Arbitration Board shall not have the jurisdiction to amend, alter, modify, or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.

9.04 No matter shall be submitted or dealt with at arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

9.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union, and the employees. If there is no majority, the decision of the chairperson shall govern.

9.06 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the fees and expenses of the chairperson of the Arbitration Board.

#### 9.07 Sole Arbitrator

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

### **ARTICLE 10 - DISCHARGE AND DISCIPLINE**

10.01 When a non-probationary employee is disciplined by way of a formal verbal, written warning, suspension or discharge, she shall be advised of the right to have a Union Steward present if the

employee so desires. This right can only be waived by an employee advising the Union in writing that they do not wish Union representation.

#### **ARTICLE 11 - PROBATION PERIOD**

11.01 (a) A full-time and temporary full-time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall her name be added to the appropriate seniority list until after such time as she has worked ninety (90) calendar days, (exclusive of any absences, illness, accident or injury) with the Employer in the bargaining unit described in Article 2.01 since her most recent date of hiring, provided that the Employer, in its discretion, may extend the probationary period for up to an additional ninety (90) calendar days. If such extension is required, the union will be notified in writing at the time of the extension.

(b) A part-time, temporary part-time, casual relief and student employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall their names be added to the appropriate seniority list until after such time as they have completed 450 hours worked (exclusive of any absences, illness, accident or injury) with the Employer in the bargaining unit described in Article 2.01 since their most recent date of hiring, provided that the Employer, in its discretion, may extend the probationary period for up to an additional 450 hours worked. If such extension is required, the union will be notified in writing at the time of the extension.

11.02 Upon successful completion of the probation period, the employee shall be placed on the seniority list and credited for the active service accrued during her probation period.

11.03 New employees commencing work with the Association shall be provided with a copy of their job description. The Association further agrees to make employee job descriptions available for all employees to review.

11.04 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and such release or discharge is at the sole discretion of the Employer.

## ARTICLE 12 - SENIORITY

### 12.01 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous active service in the bargaining unit from their last date of hire, except as otherwise provided herein. Part-time, casual relief, temporary and student employees, seniority shall accumulate on the basis of paid hours worked in the bargaining unit from the last date of hire (exclusive of overtime) except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis.

### 12.02 Transfer of Seniority

An employee whose status is changed from full-time to part-time shall receive credit for her full service and seniority. An employee whose status **is** changed from part-time to full-time shall receive credit for seniority on the basis of paid hours and each 1950 paid hours of active employment equals one (1) year of seniority.

12.03 Employees other than those classified as full-time, shall accumulate seniority and all other benefits of the Agreement (subject to the various Benefit Plan qualifying provisions) in direct proportion to the time worked in relation to a full-time employee's normal hours of work for their position (1950 hours per year), from the time the employee last commenced employment with the Employer.

### 12.04 Asleep Night Shift

- (a) For purposes of seniority accrual and hours worked for those employees assigned the asleep night shift (normally ten (10) hours), the asleep night rate shall apply for such shift and they shall be considered to have worked four (4.0) hours per shift. Should an employee fail to report to work for an asleep night shift, because of illness, 7.5 hours will be deducted from her **sick** leave credits for each occurrence.
- (b) Should an employee working an Asleep night shift need to be awake to attend to consumer needs between the hours of 12:00 am and 6:00 am, she will be paid in the following manner, provided proper approved documentation outlining the incident is submitted: Upon ratification, for being awake for one (1) hour she will be paid her regular hourly rate of pay. The remaining nine (9) hours of the shift will be calculated as nine (9) hours times \$7.05 (the figure will change to \$7.25 November 20, 2003



and \$7.45 November 20, 2004). These sums will **be** added together and the total will be entered on the pay sheet for the Asleep Night pay.

"The asleep night rate will increase to seventy dollars and fifty cents (\$70.50) per ten (10) hour shift effective the first pay following the date of ratification, seventy two dollars and fifty cents (\$72.50) per ten (10) hour shift effective the first pay period following November 20, 2003 and seventy four and fifty cents (\$74.50) per ten (10) hour shift effective the first pay period following November 20, 2004."

#### 12.05 Seniority Lists

Seniority lists shall be prepared according to the records of the Employer during October and February and posted on a bulletin board provided by the Employer. Seniority as posted in February shall be deemed to be final and not subject to correction unless a complaint is made within twenty (20) calendar days from the date of the February posting. The Employer will send a copy of the seniority list to the Union and the Chief Steward once it is posted. Seniority shall be recognized on a bargaining unit wide basis. In the event of a dispute over the seniority of an employee, the Association's employment record shall be the official record. In accordance with Article 12.01 full-time seniority shall be from the last date of hire and other than full-time seniority will be expressed in hours.

#### 12.06 (a) Maintenance and Accrual

Seniority shall be maintained and continue to accrue during:

- (i) all paid hours, exclusive of overtime;
- (ii) period of absence due to disability resulting from approved; Workplace Accident Insurance Benefits, Short Term Disability or Long Term Disability Benefits;
- (iii) leave of absence up to and including thirty (30) continuous calendar days.
- (iv) bereavement leave;
- (v) jury duty;
- (vi) vacation period;
- (vii) union leave up to and including one (1) month;

(viii) pregnancy leave up to and including seventeen (17) weeks;

(ix) parental leave up to and including thirty-seven (37) weeks;

(b) Maintenance of Seniority

Seniority shall be maintained, but shall not continue to accrue during:

(i) periods of lay-off

(ii) leave of absence over one (1) month;

(iii) a mandatory required loss of required job qualifications unpaid leave of absence up to a maximum of one (1) calendar year.

(iv) promotions outside the bargaining unit

(v) pregnancy leave over seventeen (17) weeks;

(vi) parental leave over thirty-seven (37) weeks.

12.07 Loss of seniority shall mean termination of employment. Notwithstanding, an employee's seniority rights shall cease to exist and the employee shall have her employment terminated if an employee:

(a) resigns her employment or quits the employ of the Employer;

(b) is discharged and such discharge is not reversed through the grievance procedure;

(c) (i) fails upon being notified of a recall to signify her intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays, and paid holidays) after she has received the notice of recall in Article 23.13; or

(ii) fails to report to work within ten (10) calendar days after she has received the above notice of recall, as per the deemed receipt time in Article 23.13;

(d) is laid off for a period in excess of eighteen (18) months or the length of her seniority, whichever is less;

- (e) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for any purpose other than that for which it was granted;
- (f) retires or is retired;
- (g) fails to report for a scheduled work day without having notified the Employer, unless the employee can show justifiable reason, satisfactory to the Employer, for such absence;
- (h) off work and in receipt of either Workplace Accident Insurance Benefits or disability benefits where such employee engages in any gainful employment during the time she is off work, unless the work she is doing is light duty work which has been approved by Workplace Accident Insurance Benefits or by the insurance carrier;
- (i) engages in gainful employment elsewhere while on approved leave of absence without agreement of the Employer;
- (j) is a casual relief or student employee and has not worked for the Employer for a period of 90 calendar days as computed from her last shift of work. Such an employee shall be considered terminated;

12.08 It shall be the sole responsibility of the employee to keep the Employer informed of her current address and telephone number. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

12.09 When two or more employees commence work with the Employer on the same day, or when any employee's seniority is equal the procedure for establishing their relative seniority shall be as follows:

- (a) the employee whose last name begins with the alphabet letter closest to the letter "A" in the alphabet shall be senior;
- (b) when both employees' last names begin with the same alphabet letter, the employee whose first name begins with the alphabet letter closest to the letter "A" in the alphabet shall be senior;
- (c) should the employees' last and first names begin with the same alphabet letter, seniority ranking shall be decided by a "flip of the coin", where one employee is assigned either heads or tails by the Employer.

12.10 **Work of the Bargaining Unit**

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in regularly scheduled hours of a position in the bargaining unit.

**ARTICLE 13 - RELATIONSHIP**

13.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

13.02 The parties agree to abide by the Employer's policy on Workplace Harassment and the Human Rights Code.

**ARTICLE 14 - LEAVE OF ABSENCE**

14.01 The Employer may grant at its discretion a leave of absence without pay to employees who have completed probation for legitimate and valid reasons, the determination of which shall be at the discretion of the Employer. The Employer must receive a written request four (4) weeks prior to the intended commencement of such leave. The request for the leave of absence shall indicate the reason for such request and shall specify the date of departure and the date of return. The requirement for an advance written request may be waived in case of actual emergency. Failure to grant such leave shall not be the subject of a grievance. Such approval shall not be unreasonably withheld.

14.02 Without limiting the generality of 14.01 and 14.02 above, a leave of absence will not be granted if it causes inconvenience to the normal operations of the Employer.

14.03 Employees who are on leave of absence will not engage in gainful employment while on such leave unless with the written consent from the Employer, and if an employee does engage in gainful employment while on such leave without such written consent, she will forfeit her seniority and be deemed to have terminated her employment.

14.04 An employee who overstays a leave of absence, unless she obtains written permission from the Employer, will forfeit her seniority and be deemed to have terminated her employment.

14.05 To qualify for leaves of absence as stipulated above, the employee must have completed their probationary period with the Employer and it is expressly understood, no benefits or seniority except as hereinafter provided shall accrue to or be paid to any employee on a leave of absence, in excess of thirty (30) continuous days.

14.06 Unpaid leave of absence with the exception of Pregnancy and Parental Leave in excess of thirty (30) continuous calendar days shall not count as service.

14.07 Where any leave of absence without pay with the exception of Pregnancy, Parental and sick leave exceeds thirty (30) continuous calendar days the Employer shall pay its share of any and all health and welfare benefits only for the first thirty (30) continuous calendar days of the leave. Subject to the approval of the Benefit Carrier, where eligible benefit coverage may be continued thereafter by the employee, the employee shall pay the total cost of the premiums to the Employer for each monthly period in excess of thirty (30) continuous calendar days leave of absence. The employee shall pay the total cost of benefit premiums to the Employer by the 15th day of the month on which the premium **is** due. Failure to provide such payment by the time specified shall result in cessation of such coverage. Should employees not elect to continue benefit coverage they must contact the Human Resources Office prior to their leave of absence to clarify eligibility for future coverage.

Employees are eligible to contribute to the Employee Benefit Plans up to the maximum of twenty-four (24) months or the amount specified in Articles 12.06 and 12.07.

14.08 An employee shall not be eligible to apply for a leave of absence until she has first utilized her accumulated vacation except in the case of Emergency Leave as defined under the Employment Standards Act of September 4, 2001.

14.09 Except for collective agreement and statutory requirements and obligations, when the leave of absence is for one (1) month *or* more, no sick leave or annual vacation credits shall be accumulated and no statutory holiday benefits will be paid for the entire period of the absence. A new anniversary date will be established for eligible increment periods.

## ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE

### 15.01 Pregnancy Leave

- (a) Pregnancy leave will be granted for seventeen (17) weeks as provided in the Employment Standards Act of September 4, 2001 except where amended by this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof.
- (d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (e) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, provided the employee continues to pay their share, including pension or R.R.S.P., in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (f) The Employer shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.
- (g) All employees who fill vacancies as a result of the above absences shall be returned to their former position.

NOTE: Additional Leave, in the form of parental Leave, is available under Article 15.02

### 15.02 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act of September 4, 2001, except where amended in this provision. The

service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

- (b) An employee, who is qualified for parental leave, shall give written notice at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) A parent includes a natural mother or father of a child: a person with whom a child is placed for adoption and a person who is in a relationship with some permanence with a parent of the child and who intends to treat the child as his or her own.
- (d) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof.
- (e) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks for birth mothers who took pregnancy leave and thirty-seven (37) weeks of parental leave for all other parents.
- (f) The Employer shall continue to pay its share of the premiums of the subsidized employee benefits, provided the employee continues to pay their share, including pension or R.R.S.P., in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.
- (g) The Employer shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.
- (h) All employees who fill vacancies as a result of the above absences shall be returned to their former position.

#### **ARTICLE 16 - PRINTING OF AGREEMENT**

16.01 The parties agree that they will equally share the cost of printing the Collective Agreement.

#### **ARTICLE 17 - NEW CLASSIFICATION**

17.01 Where a new classification, which is not covered by this Agreement, is established by the Employer and no rate for such classification is provided in the Agreement, the Employer will

determine the rate of pay for such new classification and notify the Union of the same. If the 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 shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer.

#### **ARTICLE 18 - PERSONNEL FILE**

18.01 Employees may be allowed access to their personnel file, under the supervision of the Human Resources Department to review their personnel file on an annual basis by making written notice to the Manager of Human Resources or designate. Human Resources will provide access as soon as is practicable. The information the employee may review will only be her application form, any written evaluation or formal disciplinary notations or incidents reports in the file. Any photocopies made of the above shall be paid for by the employee.

18.02 Any disciplinary notices shall be removed from the employee's personnel file after two (2) years after the issuing of such discipline provided that there has been no repeat of a similar incident upon which the original disciplinary notice was based; or unless agreed otherwise as a result of a grievance settlement.

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

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

19.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee two (2) representatives selected or appointed by the Union from among bargaining unit employees.

19.03 In accordance with the Occupational Health and Safety Act, the Committee shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to safety and health.

19.04 The Committee shall meet in accordance with the Occupational Health and Safety Act at the workplace and shall maintain minutes of all meetings.



19.05 Any S.E.I.U. representative appointed or selected shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Any representative attending meetings of the Committee during her scheduled hours of work shall not lose regular earnings as a result of such attendance.

19.06 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

19.07 Employees whose clothing is damaged by the consumers during the employees' scheduled hours shall immediately report such damage to the Employer. The Employer shall conduct an investigation to determine the extent of the damage solely attributable to the consumer. Should the Association be satisfied that the consumer was responsible for the damage, the Association shall reimburse the employee for reasonable costs towards the repair or replacement of such clothing.

19.08 The Employer agrees to continue its present practice with respect to the provisions of protective equipment and safety devices to the employees. The Employer further agrees to meet with representatives of the Occupational Health and Safety Committee to discuss the need for any protective devices or safety equipment in addition to that which the Employer is presently providing.

19.09 The Committee will review all incident reports regarding staff injuries and make recommendations to the employer regarding appropriate safety practices.

## **ARTICLE 20 - WAGES**

20.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as outlined in Schedule "A" (full-time/part-time/casual relief/temporary employees) attached hereto. The start rates outlined in Schedule "A" are acknowledged by the Union as minimums. Nothing in this Agreement shall prevent the Employer from appointing employees at a rate higher than its minimums within the salary range. (Higher appointment salaries may be based on a previous experience or competitive factors).

20.02(a) Employees shall be eligible for increments annually on either their anniversary date of; (a) their last date of hiring by the Employer; or (b) last promotion; or (c) last re-classification, whichever is the latest.

- (b) Notwithstanding (a) above, other than full-time employees must complete 1,950 hours of employment to be eligible for an increment step on the pay grid.
- (c) Should a part-time or casual relief employee obtain a full-time position, following the ratification of this Collective Agreement, within the same classification (e.g part-time Residential Assistant III reclassified to a full-time Residential Assistant III), a new seniority date shall be established on a pro-rata basis in direct proportion to the time worked in relation to each 1,950 hours equals one (1) year of seniority. This date will be considered the date the employee is eligible for future annual increments and will also be the employee's vacation service entitlement date.

20.03 When an employee moves to a new job classification through either a transfer, promotion or demotion, the following shall apply:

- (a) If an employee is transferred or promoted to a higher job grade, the employee will received the starting rate for the new position, or if their current rate of pay is higher than the starting rate, the next highest step on the new job grade will apply. Where the pay increase is less than three percent (3%), the employee shall maintain their current anniversary date for purposes of future eligible increments. If the pay increase is three percent (3%) or more, the employee's anniversary date for the purposes of future annual increments shall be the date the transfer or promotion occurred.
- (b) if the transfer is to a lower-rated job grade, the employee will receive her current rate or the top rate of the new position, whichever is the lessor. She will then be eligible to progress through the steps of the job grade in accordance with Article 20.02 dating from the date the transfer occurred;
- (c) if the transfer is at the Employer's request on a temporary basis, the employee shall not suffer any loss of pay. If the employee is an other than full-time employee, she shall remain in her regular employee category and shall not be re-classified to a full-time position during a temporary assignment to a full-time position.

## ARTICLE 21 - JOB POSTING

21.01 The Employer agrees to post notices of all permanent vacancies and notices of new permanent positions in the bargaining unit. Employees may bid for such vacancies in the bargaining unit by applying in writing to the Human Resources Office by the date and time specified in the posting. Such vacancies shall be posted for a minimum of five (5) calendar days.

All temporary vacancies of more than six (6) months shall be posted. The posting procedures for temporary vacancies shall apply to the first temporary vacancy only each time. Subsequent temporary vacancies shall be filled at the Employer's discretion.

21.02 Until the above noted permanent vacancy or new permanent position is filled from the initial job posting provisions, the Employer is free to fill the same on a temporary basis, as she sees fit.

21.03 In selecting an applicant to fill a vacancy in Article 21.01, the Employer shall consider the competing applicants' qualifications to perform the requirements of the job, skills, training, experience and present ability. If in the opinion of the Employer, the above factors are relatively equal between competing applicants, then the applicant employee with the most seniority shall be awarded the position, provided such employee is qualified, available and able to perform the required work.

21.04 Notwithstanding Article 21.03, if no written applications are received by 4:00 p.m., on the fifth (5th) day of posting, or if none of the applicants meet the position requirements of the job, the Employer may fill the new job or vacancy from either within or outside the bargaining unit at its discretion. If the Employer fills the job from within the bargaining unit, such appointment shall be on a without prejudice basis to future job postings and the requirements of those jobs.

21.05 An employee selected to fill a vacant position shall hold that position for a trial period of up to the first 30 days so worked of active continuous employment. The position shall become permanent after the trial period unless:

- (a) the employee feels that she is not suitable for the job and wishes to return to her former one during the trial period;
- (b) the Employer feels that the employee is not suitable for the job during the trial period.

In either case, the employee will return to her former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of the above rearrangement of the position(s) shall also be returned to her former position and wage rate without loss of seniority.

21.06 An employee selected to fill a vacant position, must within five (5) calendar days of notification, indicate in writing her acceptance of the offer. In addition, the successful applicant must be able to commence work on the start date indicated by the Employer, unless another mutually acceptable arrangement is made, Should the successful applicant fail to meet the requirements of this Article, she shall forfeit the position offered, and the position shall be offered to the subsequently ranked qualified candidate.

21.07 Should an employee return to her former position during the trial period outlined in Article 21.05, the Employer shall select the next available ranked qualified applicant in the competition, as per Article 21.03. If this applicant rejects the offer or is also unsuccessful in her trial period, the Employer will move to the next ranked available qualified candidate until a qualified successful applicant from the competition is found to fill the position. If no qualified successful applicant is found, the position shall be filled as described in Article 21.04.

21.08 The Employer agrees to post, on the job posting board, the name of the successful applicant for each job posting competition, within seven (7) calendar days of awarding the job to a successful applicant.

21.09 An employee selected to fill a temporary position shall return to her former position without loss of seniority when the temporary position becomes redundant. Any other employee promoted or transferred as a result of the temporary position shall also be returned to her former position without loss of seniority.

In accordance with Article 4.04, new employees hired from outside the bargaining unit shall have their employment either terminated or be laid-off without bumping rights, when the temporary work becomes redundant.

#### 21.10 Hiring Without Qualifications

- (a) In the event the Employer is unable to find a suitable qualified candidate through the job posting procedure, the Employer may hire new or appoint current employees without educational qualifications as required by the job description, provided that such employees make a written

commitment to acquire the necessary educational qualifications within five (5) calendar years. These employees will be hired at one job grade lower than is stated on the job description. They will move through the steps of that grid upon their anniversary date as provided for in the Collective Agreement. Once educational qualifications have been completed satisfactorily within the five (5) calendar years, they will move to the job grade stated on the job description, and at the same step position as on the lower grade grid.

- (b) Should an employee hired under a hiring agreement requiring her to obtain the required qualifications within five (5) calendar years fail to acquire the required qualifications within the five (5) years, she shall be placed on an unpaid leave of absence for up to one (1) calendar year without benefits or seniority accrual, to obtain the required qualifications she committed to obtaining in the initial letter of offer and acceptance. Should such an employee fail to acquire the required qualifications during the calendar year, she shall lose all seniority.

## **ARTICLE 22 - BULLETIN BOARD**

22.01 The Employer agrees to supply and make available binders to the Union in each location for posting of seniority lists and notices pertaining to the Union and the Employer and its employees. It is agreed that no notice will be posted in the binders without prior approval of the Manager of Human Resources or designate.

## **ARTICLE 23 - LAY-OFF AND RECALL**

23.01 In the event a staff reduction becomes necessary the Employer agrees to provide notice of layoff as per the Employment Standards Act. Any resultant permanent full-time or part-time employee who is laid-off by the Employer may displace another employee in their classification or a lower paid classification who has less seniority and is the least senior employee in the classification, provided that, in the opinion of the Employer, she has the present ability, qualifications, skills, training and experience necessary to perform the duties of the available position, and can perform the duties of the position without training other than normal employee orientation.

### 23.02 Seniority Pool

Employees initially laid off shall form a pool and be ranked

in order of seniority. At all times, the most senior employee in the pool is the first to identify their preference for displacement, lay-off or placement; as more junior employees are displaced, they are added to the pool and ranked in order of seniority to identify the order for indicating their preference.

23.03 An employee who is subject to lay-off or displaced by another employee who has been laid off shall have the right to, within forty-eight (48) hours, (excluding Saturdays, Sundays and statutory holidays) to elect one of the following:

- (a) accept the lay-off; or
- (b) displace an employee, subject to and in accordance with Article 23.01, who has lesser bargaining unit seniority and who is the least senior employee in the same or lower paying classification in the bargaining unit; or
- (c) to accept an Employer initiated reduction of hours in their current position; or
- (d) to accept placement into a vacancy in accordance with Article 23.07

23.04 Employees who do not elect one of the above options within forty-eight (48) hours will be automatically laid off and placed on recall.

23.05 Every reasonable effort will be made to complete the displacement process for employees prior to their lay off date.

23.06 Every reasonable effort will be made to contact an employee regarding her options, however, in the event the Employer is unable to contact a laid off or displaced employee, Union and Management shall meet to discuss a mutually agreeable resolution to the matter. If there is not mutual agreement, the Employer shall proceed with the lay-off procedure and place the employee in an appropriate position. A mutually agreeable or Employer initiated placement will replace the employee's bumping or displacement rights.

#### 23.07 Vacant Placement

Prior to placement which would result in the displacement of a junior employee, the employee may be placed by mutual agreement between Union and Management, into a vacant position for which they are qualified and presently able to perform the duties required of the position.

23.08 There shall be no bumping up.

23.09 When the Association is affecting a lay-off of an employee(s), the seniority list posted in accordance with Article 12.05 and locked in twenty (20) days following the posting, shall be the seniority list applied to employee(s) in the administration of this lay-off article, subject to the following provisos:

- (a) the seniority date applied to employees in the lay-off(s), displacement(s) and placement(s) of employee(s) shall be the seniority date of the affected employee(s) as at the date the Employer notifies the Union of pending lay-offs or another date as mutually agreed to by the Union and Management. This seniority cut-off date shall apply to each employee affected by lay-off(s), displacement(s), and placement(s).
- (b) for the purpose of calculating employees' seniority for use in lay-off(s), displacement(s) and placement(s), the seniority list posted in accordance with Article 12.05 shall have added to it the employee(s) subsequent accumulated seniority up to and including the seniority cut-off date determined in (a) above. The Union shall be given a copy of the updated seniority list.

23.10(a) Notwithstanding the above displacement procedures, the Employer and the Union, at any time, can mutually agree to formulate special measures to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations. In the event of a staff reduction, the Union will be notified in advance to initiate Article 23.10.

- (b) Article 23 above will not apply or be invoked during temporary lay-offs as defined in the Employment Standards Act of Ontario. **In** the event a staff reduction becomes necessary during the period of a temporary lay-off, the least senior employee(s) in the job classification shall be the one(s) **laid** off.

### 23.11 Trial Period

Employees who accept a vacant position or who are placed into a new position due to recall, lay-off or displacement shall be considered on trial in accordance with Article 21.05. If they are deemed to be unsatisfactory within this period of time, or so request, they will be returned to lay-off without further recourse to the bumping procedures.

## 23.12 Recall

- (a) An employee on lay-off shall have the opportunity of recall from a lay-off to an available permanent position in order of seniority, provided she has the present ability, qualifications, skills, training and experience to perform the available work before such position is filled on a regular basis under the job posting Article 21.
- (b) When permanent position(s) are not able to be filled from employees on recall because no employee meets the requirements of the position(s), as per Article 21.03, the job posting procedures of Article 21 shall then apply.
- (c) When an employee is placed on recall she shall specify in writing the temporary positions she is willing to perform. Accordingly, employees on lay-off or notice of lay-off shall be given preference for temporary positions, provided they meet the requirements of those positions as per Article 21.03. An employee who has been recalled to such temporary positions shall not be required to accept such recall and may instead remain on lay-off.

23.13(a) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within five (5) calendar days of recall (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after being notified. 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 her current proper address and telephone number being on record with the Employer.

- (b) Should the employee fail to comply with (a) above, they shall be subject to Article 12.07, Loss of Seniority.

## **ARTICLE 24 - TRAINING ASSISTANCE**

24.01 The Employer agrees to pay the cost of courses or seminars



which the Employer requires the employee to attend. Should the employee not successfully complete the required course or seminar, the employee shall reimburse the Employer for the cost of the tuition fee. In addition, an employee attending the course or seminar during her normal scheduled hours of work shall be compensated at her regular straight time hourly rate for time lost from work only while in actual attendance at the scheduled hours of the course or seminar.

24.02 Employees are required to obtain and maintain their job requirement of annual certification for C.P.R./First Aid and N.V.C.I. The Employer agrees to provide all necessary training materials and pay for the cost of the trainer. Employees shall attend such training on working time.

#### **ARTICLE 25 - BEREAVEMENT LEAVE**

25.01(a) A full-time or part-time employee who notifies her supervisor, shall be granted a leave of absence of five (5) working days, paid at her regular straight time hourly rate, in the event of the death of the employee's; current spouse or current common-law spouse, child, brother, sister, parent or parent-in-law.

(b) A full-time or part-time employee who notifies her supervisor, shall be granted a leave of absence of three (3) working days, paid at her regular straight time hourly rate, in the event of the death of the employee's: grandparent, current spouse's or common-law spouse's grandparent, grandchild, brother-in-law or sister-in-law.

Additional leave may be requested under Article 14.

25.02 An employee shall not be eligible to receive paid bereavement leave for a period in which she is receiving any other payments relating to her employment, such as for example, holiday pay, paid vacation, etc.

#### **ARTICLE 26 - UNION LEAVE**

26.01 The Employer may grant leaves of absence without pay up to an aggregate of twenty (20) days such that the total combined leaves granted shall not exceed twenty (20) working days per calendar year to attend Union conventions, seminars, education classes or other Union business provided that such leave(s) will not interfere with the efficient operation of the Association. For such leave, the Union must give twenty-one (21) days clear notice.

26.02 In addition to the leave of absence set out above, members of the Union Executive Board of Local 204 and/or Council of Local 204, employed by the Employer will be entitled to an additional cumulative leave of absence, without pay, not to exceed ten (10) days per calendar year, subject to the conditions set out above, for the purpose of attending Union Executive Board and/or Council meetings.

#### **ARTICLE 27 - JURY DUTY**

27.01 A full-time or a part-time employee who has completed her probationary period who is required to serve either as a juror or as a crown witness testifying on behalf of the Province of Ontario, shall be paid her regular straight time hourly rate for lost wages for scheduled hours of work provided she:

- (a) notifies the Executive Director or designate immediately with written verification that she will be required to serve as juror, or as subpoenaed crown witness testifying on behalf of the Province of Ontario;
- (b) presents proof of service; and
- (c) promptly pays to the Employer any amounts paid to her for such service exclusive of such amounts paid for travel and meal allowance.

Such employees must advise the Employer when they are excused as a juror or witness. However, no employee shall be required to attend work on the same day as she serves as a juror or participates as a crown witness in a court proceeding.

#### **ARTICLE 28 - REPORTING PAY**

28.01 **If** an employee reports for work at the scheduled time for her shift and no work is available such employee will be entitled to a minimum of one-half (1/2) of the scheduled hours' pay at her regular rate provided:

- (a) Where a vacancy exists by reason of sickness, Workplace Accident Insurance Plan, leave of absence or resignation, staff who have agreed to pick up those shifts will be advised when they pick up the shifts that their shifts may be cancelled with 24 hours notice should the incumbent return or a new staff be hired.

- (b) if requested by the Employer, the employee shall perform a minimum of three (3) hours work or one-half (1/2) the scheduled work hours at work as the Employer may assign.

28.02 This Article does not apply in the case of a labour dispute or in an emergency such as a fire or power shortage nor shall it apply to employees returning to work without notice after an absence.

28.03 In order to qualify for this allowance, the employee must have provided the Employer with a current telephone number for contact purposes.

28.04 Notwithstanding 28.01, 28.02 and 28.03, no scheduled shift shall consist of less than three (3) hours at the employees' regular rate of pay.

#### **ARTICLE 29 - HOURS OF WORK AND OVERTIME!**

29.01 The provisions of this Article shall not be construed to be a guarantee of hours of work nor as a guarantee of working schedules.

29.02 The normal scheduled hours for full-time employees, and employees assigned to temporarily work full-time hours shall not exceed seventy-five (75) hours, averaged over a two (2) week pay period as determined by the Employer.

29.03 The normal scheduled hours for part-time employees, and employees assigned to temporarily work part-time hours shall not exceed any period up to and including fifty-nine (59) hours, averaged over a two (2) week period as determined by the Employer.

29.04 The days of work for an employee, the starting and quitting times, meal periods and rest periods shall be determined by the Employer in accordance with the requirements of the Employer.

29.05 All authorized time worked beyond seventy-five (75) hours and up to and including eighty-eight (88) hours in a two week pay period shall be banked in hours to the employee's credit, and traded for compensating time off, or at the employee's option be paid the employee's regular rate of pay for the time so worked.

29.06 All authorized time worked beyond eighty-eight (88) hours in a two (2) week pay period shall be banked in hours to the employee's credit, in the ratio of one and one-half (1 1/2) hours for every hour so worked, or at the employee's option, be paid for at time and one-half (1 1/2) the employee's regular rate of pay for

the time so worked.

29.07 An employee who requests compensating time off shall submit a written request to her supervisor not less than two (2) weeks prior to the requested time off work. In all cases, compensating time off shall be scheduled off by mutual agreement between the employee and her supervisor within the calendar year in which it was earned or it will be scheduled out, and not more than thirty-seven and one-half (37 1/2) compensating hours shall be accumulated at any one time.

29.08 There will be no duplication of premiums under this Agreement, nor pyramiding of overtime or benefits.

29.09 During the change-over from Daylight Savings Time to Eastern Standard Time or vice-versa, an employee shall be paid for their scheduled shift, notwithstanding the fact that they have worked either one hour more or one hour less.

29.10 Approved supervisory deviation from the posted schedule which results from an employee initiating a change of shifts with another qualified employee shall not result in any overtime or premium costs to the Association as a result of the regular hours of the shift so changed.

29.11

(a) Insofar as the regular operation of the Association will permit, in scheduling full-time employees the employer shall arrange schedules so as to provide for every other weekend off. This standard shall not apply as outlined below in (i), (ii), (iii), (iv) and (v)

(i) Such weekend work was performed by employee to satisfy specific days off requested by such employee; or

(ii) Such employee has requested weekend work or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or

(iii) Such weekend is worked as a result of supervisory approved exchange of shifts with another employee;

(iv) A weekend shall be defined as consecutive hours between 12.01 a.m. Saturday and 6:00 a.m., Monday.

(v) The foregoing shall have no application where other scheduling arrangements are mutually agreed to by the Employer and employees affected and approved by the Union.

(b) Insofar as the regular operation of the Association will permit, in scheduling part-time employees, the Employer will endeavour to arrange schedules so as to provide that no employee is scheduled to work more than every other weekend. if that is not operationally possible, the Employer will arrange schedules so as to provide at least one (1) weekend off in each three (3) week period. This standard shall not apply as outlined below in (i), (ii) (iii) (iv) and (v)

(i) Such weekend work was performed by employee to satisfy specific days off requested by such employee; or

(ii) Such employee has requested weekend work or was advised at the time of hire or when the job was posted that the regular schedule normally requires continuous weekend work; or

(iii) Such weekend is worked as a result of supervisory approved exchange of shifts with another employee;

(iv) A weekend shall be defined as consecutive hours between 12:01 a.m. Saturday and 6:00 a.m., Monday.

(v) The foregoing shall have no application where other scheduling arrangements are mutually agreed to by the Employer and employees affected and approved by the Union.

It is understood and agreed that there shall be no pyramiding of overtime, premiums or benefits under the provisions of the Collective Agreement arising out of the foregoing undertakings.

29.12 Shift schedules shall be posted at least fourteen (14) calendar days in advance of their taking effect. Full-time and part-time staff will have four (4) calendar days from this posting date to identify in writing the additional shifts they would like to pick-up. The Supervisor will allocate requested shifts in a fair and equitable fashion. Once all requests from full-time and part-time staff have been considered for allocation, the supervisor will endeavour to fill all uncovered shifts. Shift schedules shall be posted for a four (4) week period in conjunction with the bi-weekly pay periods. Once posted, employees' work schedules shall not be altered without the mutual agreement of the Supervisor and employee(s) concerned, provided that in respect of a shift exchange requested and signed by the employees concerned and approved by the Supervisor, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shift.

29.13 An employee who is unable to report for work must notify her immediate Supervisor of her illness and, if known, the expected duration of her absence one (1) hour in advance of her shift

schedule for day shifts, two (2) hours in advance for shifts beginning between 12:00 noon and 7:00 p.m. and three (3) hours in advance for shifts beginning between 7:00 p.m. and 11:00 p.m. If the immediate Supervisor is not available, the employee shall advise the work location of her absence and leave a message for the supervisor on the Supervisors' central voice mail box. Failure to give the required notice shall result in loss of sick leave benefits for that day of absence, except in extenuating circumstances acceptable to the Employer.

### ARTICLE 30 - HOLIDAYS

30.01 The recognized holidays with pay for all employees, for the purpose of this Agreement shall be:

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

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

(b) When an employee is required to work on any one of the statutory holidays, the hours the employee works on the holiday shall not be taken into consideration in calculating any overtime pay to which the employee may be entitled for the period in which the holiday occurs, as the employee is already receiving premium pay for such time worked on the statutory holiday.

30.03 All employees will be entitled to holiday pay for each of the above named holiday provided she:

i) Works the full shift on her last scheduled day immediately preceding the holiday and on her first scheduled day immediately following the holiday and works the full shift on the scheduled holiday, unless she provides the Employer with a written note which provides "reasonable cause" (as per the Employment Standards Act) as to why they did not attend work.

ii) Holiday pay will be equal to:

- the total amount of regular wages and vacation pay payable to the employee in the four work weeks before

the work week in which the public holiday occurred, divided by 20; or

- as per the E.S.A as amended

30.04 If any of the above named holidays occurs on the employee's regular day off, or during her vacation period, the employee shall receive an additional day off or payment for holiday in lieu thereof. The additional day off shall be scheduled at a time mutually agreed to by the Employer and the employee.

30.05 An employee required to work on any of the foregoing holidays shall be paid at time and one-half (1 1/2) her regular straight time rate of pay for time worked on such holiday in addition to any holiday pay to which she may have been entitled. At the option of the Employer the employee may be paid time and one-half (1 1/2) for time worked and a day off in lieu thereof, or as a further option of the Employer the employee may be paid her regular straight time rate plus a day and one-half off in lieu thereof. Failure to report for work assigned on such holiday shall disqualify an employee for holiday pay.

30.06 The Association agrees, in general, to endeavour to allow full-time employees to alternate with each other and part-time employees to alternate with each other in being absent from work on the recognized applicable holidays contained within this Collective Agreement. For example, an employee having Christmas Day off might not be allowed off on New Year's Day. The Association will attempt to accommodate this alternating of holidays among employees as long as this accommodation does not result in any additional costs or premiums that would not have been incurred by the Association except for this accommodation. As such, any scheduling provisions resulting in any additional costs associated with the above accommodation are hereby waived during the period of such accommodation of alternating employee time off over holidays.

30.07 Employees' preferences shall be considered before the posting of schedules for the recognized applicable paid holidays contained within this Collective Agreement. Requests are to be submitted to the immediate supervisor no later than thirty (30) days prior to the holiday.

## **ARTICLE 31 - VACATION**

31.01 On February 1 of each year the Employer shall post a blank vacation schedule sheet. Between February 1 and March 1, each employee shall have the right to indicate on this sheet, time during which she prefers to take vacation.

31.02 The completed vacation schedule shall be determined by the Employer and posted on or before March 31st. No employee shall be approved for more than two (2) weeks vacation during the period June 1 to September 30 until all employees in a specific program, who have requested vacation, have been approved two (2) weeks vacation. This vacation time may be taken as two (2) one (1) week blocks or one (1) two (2) week block. If the Employer is not able to grant the time requested due to competing requests, the employee with the most seniority shall be given preference on the vacation schedule. The Employer shall have the right to limit the number of employees taking vacation at any given time.

31.03 Employees shall not normally be permitted to take a block of more than two (2) weeks vacation unless the request is made in writing prior to March 1 and approved by the Program Manager. Employees will be allowed to book up to a total of five (5) days of vacation in units of one (1) day to four (4) days. All other vacation time will normally be taken in full weeks or multiples thereof, unless the employee and Employer mutually agree otherwise.

31.04 Notwithstanding Article 31.02 employees may be required to take their vacation during periods of program closure.

31.05 Employees shall not be permitted to accumulate more than one (1) year of their vacation entitlement. Accordingly, vacation time will not be carried over and must be taken during the calendar year.

31.06 The vacation year shall be from January 1 to December 31 each year.

31.07 Each Full-time and Part-time employee shall earn credit for vacation with pay based on her length of active continuous service from her last date of hiring by the Employer in the bargaining unit as at December 31 of the vacation year just completed.

#### 31.08 Full-time and Part-time Employees' Vacation Entitlement

Subject to Article 31.07, employees shall be entitled to earn vacation credits on the following basis:



Completed Period Worked	Rate Earned per Month Worked	Full Time Time Off
Less than Six (6) Months continuous active employment service	1 day (4%)	Nil
More than Six (6) months but less than One (1) Year continuous active employment service	1 day (4%)	Pro-Rata Basis
One (1) to Five (5) Years continuous active employment service as at December 31	1 1/4 days	112.5 hrs.*
More than Five(5)to Twelve (12) Years continuous active employment service as at December 31	1 2/3 days	150 hrs.
More than Twelve(12) to Twenty(20) years continuous active employment Service as at December 31	2 1/12 days	187.5 hrs.
After Twenty (20) Years of continuous active employment service as at December 31	2 1/2 days	225 hrs.

(\*calculated on the basis of 7.5 hours times 15 days)

The part-time required equivalency in hours is as per Article 31.11 "Part Time Vacation."

31.09 In accordance with Articles 31.07 and 31.08, the Association grants vacation time off based on an "Earn before you use system". However, the Association will advance non-probationary employees vacation credits that those employees have not yet earned so that employees do not have to wait one (1) year before being able to take vacation. This vacation advance however, is subject to the following condition:

- (a) Employees are required to sign a document indicating they understand they are taking employer advanced unearned vacation and accordingly, they are obligated to return any unearned advanced vacation pay to the Association in the year they terminate their employment. This is accepted as a proper reconciliation of wages due.

### 31.10 Full-time Vacation

In accordance with and subject to Articles 31.07, 31.08 and 31.09 Full-time Employees shall **be** entitled to vacation with pay on the following basis:

- (a) An employee who has less than six (6) months continuous active service in the current calendar year shall receive vacation pay equivalent to 4% of their gross earnings during the period of their employment;
- (b) An employee who has completed six (6) months of continuous active service in the current calendar year shall be advanced one (1) day's vacation time off (at their current hourly rate) of pay for each complete month remaining in the calendar year, up to December 31 of the same year, provided that such rate of pay represents not less than four percent (4%) of the gross earnings of the time worked during the current calendar year.
- (c) An employee who has completed more than six (6) months, but less than five (5) years of continuous active service by December 31 in the current calendar year, shall receive an annual vacation advance on January 1 of 112.5 hours with pay at their current hourly rate of pay for any vacation time so taken;
- (d) An employee who has completed five (5) years but less than twelve (12) years of continuous active service by December 31 in the current calendar year, shall receive an annual vacation advance on January 1 of 150 hours with pay at their current hourly rate of pay for any vacation time so taken;
- (e) An employee who has completed twelve (12) years but less than twenty (20) years of continuous active service by December 31 in the current calendar year, shall receive an annual vacation advance on January 1 of 187.5 hours with pay at their current hourly rate of pay for any vacation time so taken;
- (f) An employee who has completed twenty (20) years or more of continuous active service by December 31 in the current calendar year, shall receive an annual vacation advance on January 1 of 225 hours with pay at their current hourly rate of pay for any vacation time so taken.

- (g) Vacation pay shall be calculated on the basis of the employee's current hourly rate of pay times the number of vacation hours the employee is currently entitled to take during the vacation year.
- (h) For those full-time employees specifically hired to work less than 75 hours in a two (2) week period, by an appointment letter, their vacation entitlement hours/pay shall be pro-rated in accordance with their appointment letter hours (and the Association's past practice) in relation to 1950 hours. Accordingly, their vacation entitlement, pay and advance is pro-rated.

### 31.11 Part-time Vacation

In accordance with and subject to Articles 31.07, 31.08 and 31.09 Part-time employees shall be entitled to vacation and vacation pay on a pro-rata basis in direct proportion to the time worked in relation to each 1,950 paid hours of active employment equals one (1) year of seniority, on the following basis:

- (a) An employee who has less than six (6) months of continuous active service in the current calendar year shall receive vacation pay equivalent to four percent (4%) of their gross earnings during the period of their employment;
- (b) An employee who has completed six (6) months of continuous active service in the current calendar year shall be advanced one day's vacation time off for each complete month remaining in the current calendar year, up to December 31 of the same year, provided that such vacation pay represents not less than four percent (4%) of gross earnings of the time worked during the current calendar year.
- (c) An employee who has completed more than six (6) months but less than nine thousand seven hundred fifty (9,750) hours of continuous active service by December 31 in the current calendar year shall receive an annual vacation advance on January 1 of three (3) weeks vacation. Employees will receive a percentage pay out of six percent (6%) of the gross wages earned in each bi-weekly pay period. This six percent (6%) vacation pay will be included in the employee's earnings in each pay period during the calendar year or at the employee's option, banking the percentage amount at each pay for the employee's use during their vacation period.

- (d) An employee who has completed nine thousand seven hundred and fifty (9,750) hours but less than twenty three thousand four hundred (23,400) hours of continuous active service by December 31 in the current calendar year shall receive an annual vacation advance on January 1 of four (4) weeks vacation. Employees will receive a percentage pay out of eight percent (8%) of the gross wages earned in each bi-weekly pay period. This eight percent (8%) vacation pay will be included in the employee's earnings in each pay period during the calendar year or at the employee's option, banking the percentage amount at each pay for the employee's use during their vacation period.
- (e) An employee who has completed twenty-three thousand four hundred (23,400) hours but less than thirty nine thousand (39,000) hours of continuous active service by December 31 in the current calendar year shall receive an annual vacation advance on January 1 of five (5) weeks vacation. Employee's will receive a percentage pay out of ten percent (10%) of the gross wages earned in each bi-weekly pay period. This ten percent (10%) vacation pay will be included in the employee's earnings in each pay period during the calendar year or at the employee's option, banking the percentage amount at each pay for the employee's use during their vacation period.
- (f) An employee who has completed thirty-nine thousand (39,000) hours or more of continuous active service by December 31 in the current calendar year shall receive an annual vacation advance on January 1 of six (6) weeks vacation. Employee's will receive a percentage pay out of twelve percent (12%) of the gross wages earned in each bi-weekly pay period. This twelve percent (12%) vacation pay will be included in the employee's earnings in each pay period during the calendar year or at the employee's option, banking the percentage amount at each pay for the employee's use during their vacation period.
- (g) Employees will be entitled to the vacation time off as outlined in (c), (d), (e) and (f) above, however the vacation pay will differ as it is based on the percentage of the employee's bi-weekly gross pays to date, as described in (c), (d), (e) and (f) above, for all vacation the employee is currently entitled to take during the vacation year.

31.12 Casual Relief, Student and  
Temporary Employees' Vacation Entitlement

- (a) Vacation entitlement for employees who are not full or part-time shall be four percent (4%) of gross wages earned in each pay period.
- (b) The four percent (4%) vacation pay will be included in the employee's earnings in each pay period.

31.13 Where an employee's scheduled vacation is interrupted due to such a serious illness that it requires the employee to be immediately admitted as an in-patient in a hospital, the employee may apply for the period of such actual hospitalization to be considered sick leave.

The portion of the employee's vacation which is approved by the Employer to be legitimate sick leave under the above provisions will not be counted against the employee's vacation credits.

31.14 Prior Vacation Seniority

Commencing the 1999 vacation year, all part time and casual employees who were appointed to a full time position after November 21, 1995, shall have their accumulated seniority, as per the seniority list posted in accordance with Article 12.05, used to determine their vacation entitlements under Article 31.

**ARTICLE 32 - TRAVEL AND ALLOWANCE**

32.01 An employee shall not be authorized to use her vehicle for the Employer's business unless she has a current valid driver's license and submitted proof that she has at least \$1,000,000 public liability and property damage insurance. The cost of such insurance shall be borne by the employee.

32.02 Employees who meet the requirements of Article 32.01 and are then authorized by the Employer to use their own personal vehicle for the Employer's business shall be paid an allowance. Effective April 1, 2003, the allowance will be thirty-two (\$0.32) cents per kilometre. Prior to that date the rate will be as per the previous Collective Agreement.

32.03 Employees whose personal vehicles are damaged by the Association's consumers during the employee's scheduled hours shall immediately report such damage to the Employer. The employer shall determine the extent of the damage attributable to the consumer.

Should the Employer be satisfied the consumer was responsible for the damage to the vehicle, the Association shall reimburse the employee for reasonable costs associated with the damage, up to the employee's auto insurance deductible.

32.04 The Employer agrees to pay an employee the cost of her meals up to maximum of twenty eight dollars (\$28.00) per day subject to a maximum of eight dollars (\$8.00) for breakfast and lunch and twelve dollars (\$12.00) for evening dinner for approved activities provided:

- (a) the employee is on official authorized Association business at a site other than the Association's premises during the normally accepted meal periods;
- (b) the employee submits satisfactory proof of the cost of such meals;
- (c) such costs do not include alcoholic beverages.

#### **ARTICLE 33 - EMPLOYEE BENEFITS**

33.01 Employee benefit plans shall be as they existed at the time of ratification.

33.02 In accordance with the prescription Drug Plan Benefit Package and its entitlements and eligibility rules, part time and full time employees will be provided with a Generic Drug Card with a two (\$2.00) dollar deductible and an six (\$6.00) dollar dispensing fee cap effective February 1, 2003.

A vision care plan with a maximum of \$200 every 24 months for changes in prescription will be established effective February 1, 2003 for both single and family coverage.

#### **ARTICLE 34 - DURATION**

34.01 This Agreement shall become effective on the November 21, 2002 and continue in effect for three (3) years until November 20, 2005 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement. In the event of such notification being given as to an amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification unless

mutually agreed otherwise.

### **ARTICLE 35 - RETROACTIVITY**

35.01 The Employer and the Union agree that there shall be no retroactivity, and as such, all Articles, Letters of Understanding, and Schedules agreed to shall become effective on the Date of Ratification of this Collective Agreement and this Collective Agreement will commence operation from the Date of Ratification.

### **ARTICLE 36 - SICK LEAVE**

36.01 Sick leave means the period of time an employee is absent from work by virtue of being legitimately sick and therefore unable to work. Full and part-time employees who have successfully completed their probationary periods will be eligible for paid sick leave for bona fide illness. Employees shall earn sick leave credits at the rate of up to one (1) 7.5 hour day per completed month of continuous active service, up to a maximum of eight (8) days or sixty (60) hours leave during a calendar year. Part-time employees shall be granted sick leave on a pro-rata basis based on hours worked in direct proportion to full time hours of 1950 hours per year. Sick leave credits are not accumulative from year to year.

The use of this sick leave will be governed by the Association's policy on sick leave.

### **ARTICLE 37 - SCHEDULE A WAGE ADJUSTMENTS**

37.01 All employees on staff on the date of ratification of this revised Collective Agreement shall be entitled to:

Effective the first pay period following ratification, a one and one half (1.5%) percent general wage increase shall be applied to Salary Schedule "A" of this Agreement. Additionally, effective the date of ratification employees will be eligible for a two (2%) percent lump sum bonus based on 2002 T4 earnings, exclusive of taxable benefits and one-time payments. The two (2%) percent will be paid in January 2003. To be eligible, employees must be employed with the Association on the date of ratification and when the payment is made. This one and one-half percent (1.5%) general wage increase shall not apply to the asleep night rate.

Effective November 20, 2003 a one (1%) percent general wage increase shall be applied to Salary Schedule "A" of this Agreement. Additionally, effective the first pay of April, 2003, employees will be eligible for a two (2%) percent lump sum bonus based on

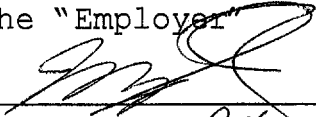
2002 T4 earnings, exclusive of taxable benefits and one time payments. This one (1%) percent general wage increase shall not apply to the asleep night rate.

Effective November 20, 2004, a one (1%) percent general wage increase shall be applied to Salary Schedule "A" of this Agreement. Additionally, effective the first pay of April, 2004 employees will be eligible for a one (1%) percent lump sum bonus based on 2003 T4 earnings, exclusive of taxable benefits and one time payments. This one (1%) percent general wage increase shall not apply to the asleep night rate.

These increases include the Employer's pay equity obligation associated with the payment for 2002.

SIGNED at Berrie this 19<sup>th</sup> day of March, 2003.

For the "Employer"

  
\_\_\_\_\_  
Jean Lyle  
\_\_\_\_\_  
Marg Rutter  
\_\_\_\_\_  
J. D. Mason

For the "Union"

Karen Walsh  
\_\_\_\_\_  
Shirley Stone  
\_\_\_\_\_  
Lisa Gordash  
\_\_\_\_\_  
Capital



SCHEDULE "A"

Salary Scale

EFFECTIVE: Date of Ratification

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Grade 9	\$10.24	\$10.69	\$11.12	\$11.61	\$12.10
Grade 10	11.27	11.74	12.22	12.75	13.28
Grade 11	12.43	12.95	13.50	14.07	14.67
Grade 12	13.74	14.30	14.91	15.55	16.21
Grade 13	15.07	15.72	16.37	17.07	17.81
Grade 14	16.51	17.20	17.95	18.70	19.50

Asleep Night Rate:       - \$60.30 probationary rate  
                              - \$70.50 per ten (10) hour shift.

The above rates include all pay equity adjustments to December 31, 2002.

SCHEDULE "A"

Salary Scale

EFFECTIVE: November 23, 2003

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Grade 9	\$10.34	\$10.80	\$11.23	\$11.73	\$12.22
Grade 10	11.38	11.86	12.34	12.88	13.41
Grade II	12.55	13.08	13.64	14.21	14.82
Grade 12	13.88	14.44	15.06	15.71	16.37
Grade 13	15.22	15.88	16.53	17.24	17.99
Grade 14	16.68	17.37	18.13	18.89	19.70

Asleep Night Rate:       -\$60.30 probationary rate  
                                  -\$72.50 per ten (10) hour shift

**SCHEDULE "A"**

Salary Scale

EFFECTIVE: November 22, 2004

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Grade 9	\$10.44	\$10.91	\$11.34	\$11.85	\$12.34
Grade 10	11.49	11.98	12.46	13.01	13.54
Grade II	12.68	13.21	13.78	14.35	14.97
Grade 12	14.02	14.58	15.21	15.87	16.53
Grade 13	15.37	16.04	16.70	17.41	18.17
Grade 14	16.85	17.54	18.31	19.08	19.90

Asleep Night Rate:       -\$60.30 probationary rate  
                                  -\$74.50 per ten (10) hour shift

LETTER OF UNDERSTANDING "A"

BETWEEN :

THE BARRIE & DISTRICT ASSOCIATION FOR PEOPLE WITH  
SPECIAL NEEDS  
(hereinafter referred to as the "Employer")

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(hereinafter referred to as the "Union")

As per proposed Article 29.12, the shift schedules shall be posted for at least fourteen (14) calendar days in advance of their taking effect. It is understood and agreed to by the parties that full-time and part-time staff will have four (4) calendar days from this posting date to identify in writing to the appropriate supervisor the additional shifts they would like to pick up.

The Supervisor in a fair and equitable fashion, using the following principles, will allocate requests for additional shifts:

1. Staff from own group home:

Any part-time staff within the group home who have not been booked up to 59 ½ hours will be given first option of picking up additional available shifts within the group home up to 59 ½ hours. Following that, requests from full-time and part-time staff working in that specific group home will be considered. If more than one staff are prepared to pick up additional hours, the hours will be divided in a fair and equitable fashion. Staff are responsible for advising the specific Supervisor in writing of their interest.

2. Other group homes:

Requests from full-time and part-time staff in other group homes in the Association would be considered next. If more than one staff are prepared to pick up additional hours, the hours will be divided in a fair and equitable fashion. Staff are responsible for advising the specific Supervisor in writing of their request.

The Supervisor will endeavour to arrange coverage for all unfilled shifts once all requests from full-time and part-time staff have been considered for allocation.

Recognizing that there may be implementation issues arising from this process, both parties agree that all issues arising from the first three postings will be raised and discussed at the joint Management/Union Labour Relations meeting.

DATED at Berril this 19<sup>th</sup> day of March, 2003.

For the "Employer"

[Signature]  
[Signature]  
Marg Rutter  
[Signature]

For the "Union"

Karon Walsh  
[Signature]  
Rosa Gordon  
[Signature]

LETTER OF UNDERSTANDING "B"

BETWEEN :

THE BARRIE & DISTRICT ASSOCIATION FOR PEOPLE WITH  
SPECIAL NEEDS  
(hereinafter referred to as the "Employer")

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(hereinafter referred to as the "Union")

It is agreed the material to be contained in the Union Binders set out in Article 22.01 shall be as follows:

1. Seniority Lists (current and back 2 years),
2. Current Collective Agreement.
3. Up-to-date list of Stewards as provided by the Union and Union voice mail number.
4. Updated wage schedules during term of the agreement, if any.
5. Union meeting and other Information notices. (to be filed in a timely manner once received and approved).
6. It is agreed there shall be no employer material posted in the binders.
7. The binders will be kept in a accessible location in each work site.
8. When something new is placed in the Union Binder, a notation will be made in the Communication Binder.

DATED at Barrie this 19th day of March, 2003.

For the "Employer"

[Signature]  
[Signature]  
[Signature]  
[Signature]

For the "Union"

[Signature]  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING "C"

BETWEEN:

THE BARRIE & DISTRICT ASSOCIATION FOR PEOPLE WITH  
SPECIAL NEEDS  
(hereinafter referred to as the "Employer")

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(hereinafter referred to as the "Union")

**New Positions and Scheduling**

The Employer agrees to establish revised schedules, which will begin effective April 9<sup>th</sup>, 2003. The goal of these revised schedules is to create regular, repeating rotations for scheduled staff. To accomplish this the Employer will endeavour to create a number of new full-time positions. Article 21 will govern the filling of any new positions, which may result. Recognizing that there may be implementation issues arising from these processes, both parties agree that all issues arising from the first three postings will be raised and discussed at the joint Labour Management Committee.

DATED at Barrie this 19<sup>th</sup> day of March, 2003.

For the "Employer"

[Signature]  
[Signature]  
Marg Rutter  
[Signature]

For the "Union"

[Signature]  
[Signature]  
[Signature]  
[Signature]

LETTER OF UNDERSTANDING "D"

BETWEEN:

THE BARRIE & DISTRICT ASSOCIATION FOR PEOPLE WITH SPECIAL NEEDS  
(hereinafter referred to as the 'Employer')

AND:

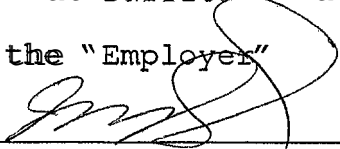
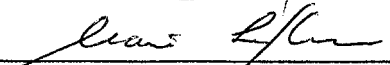
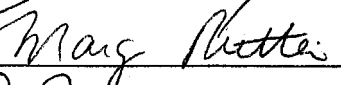
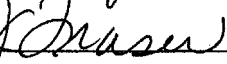
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(hereinafter referred to as the "Union")

**RE: DSW**

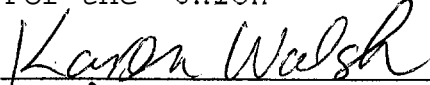
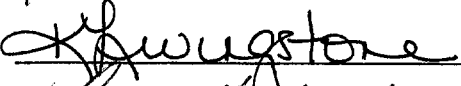


The parties agree that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the parties agree to investigate providing a locally delivered Developmental Services Worker diploma in co-operation with Georgian College. Once the course is established all full-time and part-time bargaining unit staff that have not already completed a DSW or equivalent will be encouraged to enrol in the DSW program. Both full-time and part-time staff will be eligible for tuition reimbursement of thirty percent (30%) upon successful completion of an approved course. **The** employee shall submit a request for approval prior to enrolment in the course. Should a staff terminate their employment prior to the first (1<sup>st</sup>) year anniversary of the completion of the most recent DSW course, they will be required to return the Employer's portion of the tuition for any courses completed within the last 365 days. The Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at the DSW course. The Employer will endeavour to limit future hiring to only those who have completed a DSW or equivalent. If that is not possible, new staff will be encouraged to undertake DSW training under this or a similar program. Should the requirement for a DSW or equivalent become mandated and full funding for training be provided by the government, the parties agree to revisit the terms of this Letter of Understanding.

DATED at Barrie, Ontario this 19<sup>th</sup> day of March, 2003.

For the "Employer"

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

For the "Union"

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

U