

***COLLECTIVE AGREEMENT***

***BETWEEN:***

***COMMUNITY LIVING WINDSOR***

***-and-***

***THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2345***

***Term: April 1, 2003***

***to***

***March 31, 2005***

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**THIS AGREEMENT entered into as of April 1, 2003.**

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

**COMMUNITY LIVING WINDSOR**

(hereinafter called the Employer )

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2345**

(hereinafter called the Union )

**ARTICLE 1 - PURPOSE**

- 1.01 It is the purpose of both parties to this Agreement:
- (a) to improve relations between the Employer and the Union and to provide settled and just conditions of employment;
  - (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, employment, service, **etc.**;
  - (c) to encourage efficiency in operation;
  - (d) to promote the morale, well-being and security of all employees in the bargaining unit.

**ARTICLE 2 - SCOPE**

- 2.01 (a) The employer recognizes the Union as the sole and exclusive bargaining agent for all employeeWindsor, at Windsor, Ontario,

save and except teaching supervisors, group home supervisors, janitorial supervisor, supervisors, managers and superintendents, office administrator; those above the rank of teaching supervisor, group home supervisor, janitorial supervisor, supervisor, manager and superintendent, office administrator; private secretary to the Executive Director, Administrative Assistant, Accountant; clients employed in a vocational training program, person employed on temporary projects financed in whole or in part by Government funding; and students employed during the school vacation period.

(b) The Association shall advise the Union President of the names of persons hired to staff temporary projects and shall provide particulars of the length and nature of the project, prior to the commencement of the project.

(c) Definitions

1. A full-time employee shall work a minimum of forty **(40)** hours per week of regularly scheduled work..
2. A part-time employee shall work less than forty **(40)** hours per week of regularly scheduled work.
3. A substitute employee is employed on an on call basis to cover absences due to sickness, vacation, special leave or any other approved leave, or to fill temporary vacancies.
4. A probationary employee is a newly hired full-time employee who is on probation for the first seventy (70) working days of his/her employment within any six (6) month period. A newly hired part-time and substitute employee shall be on probation for the first 320 hours worked within any nine (9) month period.
5. A temporary vacancy is a bargaining unit position that is temporarily vacant for more than eight **(8)** weeks but not for more than six (6) months unless the vacancy is the result of pregnancy, parental leave or other approved leave of absence, illness or injury or temporary assignment to a supervisory position.
6. In this Agreement, the term spouse shall mean persons

(including those in same sex spousal relationships who are:

- (i) married to each other
- (ii) who have cohabited for a period of not less than six (6) months in a conjugal relationship; or
- (iii) in a relationship of some permanence if they are the natural or adoptive parents of a child.

2.02 (a) Unless otherwise expressly specified, the term employee or employees in this Agreement shall mean only those employees of the Employer covered by the provisions of this Agreement as defined in Article 2.01

(b) Unless otherwise expressly specified, the terms of this Agreement shall apply to all full-time, part-time and substitute employees as defined in sub-article 2.01.

2.03 No seniority employee will be laid off, transferred or suffer a reduction in hours as a result of the hiring of grant workers.

2.04 Those persons hired by the Employer under any Government project shall be paid wages and benefits which are determined by the project or the Employer. No employees of the bargaining unit shall be laid off or suffer a reduction in regularly scheduled hours of work as a direct result of the employment of employees hired under any Government project.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

3.01 The Union acknowledges that the management, control and supervision of the Employers operations and services and the direction of its working force are vested solely and exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, assign, direct, classify, promote, demote, transfer, discharge, suspend or otherwise discipline the employees provided that a claim by an employee who

has completed his/her probationary period that he/she has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure hereinafter provided;

- (c) determine in the interests of efficient operations and highest standards of service classifications, hours of work, work assignments, methods of doing the work and the working establishment for any services;
- (d) determine the number of personnel required, services to be performed, and the methods procedures and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time rules, regulations and procedures to be observed by all employees. Prior to the implementation an Employer representative or representatives will meet with the Chief Steward or his/her designate to advise the Chief Steward of any new or altered rules, regulations or procedures, and to receive and give consideration to any comments from the Chief Steward. Any news of altered rules or regulations shall be posted at least five (5) calendar days before they come into effect.

3.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement. The Employer shall exercise these rights in a fair and reasonable manner.

#### **ARTICLE 4 - NO DISCRIMINATION OR COERCION**

4.01 The Employer and the Union agree that there will be no discrimination, interference, restrictions or coercions exercised or practiced by either party hereto or by any representative of either party with respect to any employee because of his/her membership or non-membership in the Union or because an employee holds a position with the Union.

4.02 The Employer and the Union agree to abide by the provisions of the Ontario ***Human Rights Code***.

4.03 Definitions: sexual harassment is a form of sex discrimination. Sexual harassment is:

- unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
- implied or expressed promise of reward for complying with a sexually orientated request;
- implied or expressed threat of reprisal or the denial of opportunity for refusal to comply with a sexually orientated request;
- sexually orientated remarks and behaviour which may reasonable be perceived to create a negative psychological and emotional environment for work.

Harassment is: behaviour, comments or conduct that is unwelcome made by any employee or the Association who knows or ought reasonably to know that such behaviour, comments or conduct are unwanted. This includes insults, jokes, remarks or humiliating actions which are demeaning and undermining a person's worth and dignity.

Any complaint of sexual harassment may be grieved at Step 3 in Article 9 of the Collective Agreement.

Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the complaint shall automatically be sent forward to the next step or in the appropriate circumstance to the Personnel Committee of the Board of Directors.

A complaint of this nature shall be promptly investigated and appropriate action taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

At no time during or after a sexual harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

## **ARTICLE 5 - RELATIONSHIP**

- 5.01 It is agreed that all employees shall maintain their union membership in good standing according to the Constitution and By-laws of the Union, as a condition of employment.
- 5.02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designated representative and the President of the Union.
- 5.03 (a) The Employer agrees to acquaint employees at the time of their hiring with the fact that a Union Agreement is in effect, and bring to their attention the provisions of Article 5.01 and Article 6.01 of this Agreement. On the commencement of employment of a new employee, the Employer shall advise the new employee of the names and locations of the Union Stewards. The employer agrees to supply to the Union the names and addresses of all new employees within seven (7) calendar days of commencement of work.
- (b) An official of the Union shall be given an opportunity to interview each new employee within seventy (70) days of work after commencement of employment (within the employees probationary period as defined in Article 15.02(a) in the case of part-time and substitute employees), for the purpose of acquainting the new employee with the benefits and duties of Union membership, and his/her responsibilities and obligations to the Employer and the Union. The Employer and the Union shall mutually agree on the time and place for such interview on the Employers premises and during regular



working hours without loss of pay for a maximum of fifteen (15) minutes in duration. If, after notification to the Union and the new employee of the time and place, the new employee does not attend the interview, the Employer shall not be required to schedule a further interview for the employee.

- (c) At the same time as the Employer gives to the President of the Union a copy of the seniority list as required under Article 15.04, the Employer shall also give to the President an up-to-date list of all Union members, names, addresses and telephone numbers.
- (d) The Employer will give notice in writing to the Union of all terminations, resignations, retirements and permanent transfers between programs for full and part-time employees within seven (7) calendar days of the occurrence of same. The Employer will give notice in writing to the Union of all changes of address of employees within seven (7) calendar days of receipt of same.

5.04 The Union agrees that there will be no union activity on the Employers premises during working hours except as is expressly provided herein, and no Union meetings will be held on the Employers premises, except with the express prior permission of the Executive Director or his/her designated representative. It is understood that for the purpose of this Article, lunch hours and coffee breaks shall not be considered working hours.

5.05 An employee shall have the right at reasonable intervals outside employees working hours to have access to and review his/her personnel file at a time reasonable convenient to the Executive Director or his/her designated appointee for this purpose, and after arranging an appointment at the central business office of the Employer. The employee shall have the right to respond in writing to any document contained in his/her personnel file by delivering such response to his/her immediate

supervisor. The Employer shall ensure that it is included in the employee s personnel file, and it shall be maintained therein so long as the document to which it relates is maintained in the file. Should an employee request the removal of non-disciplinary letters from his/her file, the Employer shall remove such letters provided it is more than twelve (12) months from the date of issue.

- 5.06 Employees shall direct concerns regarding client needs to their particular Program Manager who shall discuss such concerns. If the concerns are not addressed satisfactorily, then such concerns may be directed through the President of the Local, to the Executive Director.

#### **ARTICLE 6 - CHECK-OFF**

- 6.01 (a) The Employer shall deduct from each pay from all employees within the bargaining unit, including probationary employees, as a condition of their continued employment, an amount equal to the Local 2345 dues or assessments levied by the Union on its members.
- (b) The Employer shall remit the money so deducted in accordance with Article 6.01(a) to the Treasurer of the Union not later than the 20th day of the month following the month in which such sum was deducted, accompanied by a list of names showing from whom the deductions were made and the support area in which they work.
- 6.02 The Union shall notify the Employer in writing of the amount of such monthly dues or assessments from time to time and one (1) month prior to any change in the amount of said dues or assessments becoming effective.
- 6.03 The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise be reason of the deduction by the Employer of the monthly Union

accordance with this Agreement.

## **ARTICLE 7 - REPRESENTATION**

- 7.01** (a) The Employer acknowledges the right of the Union to appoint or otherwise select one (1) Chief Steward and ten (10) Stewards and ten (10) alternate Stewards from among the employees who have attained at least six (6) months seniority.
- (b) All Stewards/alternate Stewards and the Chief Steward shall represent any employee in the bargaining unit. Alternate Stewards shall only act in the absence of the Chief Steward and Stewards.
- 7.02** The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. In accordance with this acknowledgment, Stewards shall not absent themselves from their work without first obtaining the permission of their immediate supervisors, such permission not to be unreasonably withheld, nor shall such Stewards absent themselves from their work for more time than is reasonably necessary. In accordance with this understanding, the Employer shall not make any deductions from the regular pay of a Steward for time so spent during his/her regular working hours. Where an employee requests representation by another Steward, the Employer will comply with this request within a reasonable period of time.
- 7.03** The Employer shall not be liable for the pay of any Steward or for any other member of any Committee provided fore herein or for any employee represented by the Union when such person is absent from work in the preparation for or attendance at arbitration hearings.
- 7.04** The Employer acknowledges the right of the Union to appoint

or otherwise select a Grievance Committee which shall consist of three(3) Union members, one of whom shall act as Chairperson of the Grievance Committee. The Employer will recognize and deal with the said Committee as provided in the grievance procedure.

- 7.05 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees who have attained at least six (6) months seniority, and will recognize and deal with said Committee with respect to negotiations for renewal of this Agreement. The Union may also appoint or otherwise select two (2) Alternates who shall be entitled to take part in negotiations as a member of the Negotiating Committee in the absence of one of the regular members of the said Committee provided that the Employer is given as much notice as reasonable possible that one or both Alternate will be attending a negotiating session. Such Alternate while serving on the Negotiating Committee as aforesaid shall be entitled to all the rights of a regular member, and may be appointed or otherwise selected by the Union from any of the support areas of the Employer.
- (b) Members of the Unions Negotiating Committee, not exceeding five (5) in number, shall suffer no loss in pay for time spent during such members regular working hours in negotiating with the Employers representatives for the renewal of this Agreement. In the event that an employee is assigned a shift immediately preceding or following a scheduled negotiation session, the employee will be excused the assignment and will suffer no loss in pay. Members shall be excused attendance from their entire shift. No more than two (2) members of the Negotiating Committee shall be from any one Service. This provision shall apply to negotiations up to and including the conciliation/mediation meetings.

- 7.06 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the Employer.
- 7.07 The Union shall notify the Executive Director in writing of the names of Stewards and Alternate Stewards, the names of the members and Chairperson of the Grievance Committee, and the names of the Negotiating Committee. Until the Employer has been notified in writing, the Employer shall not be required to recognize such persons.
- 7.08 When an employee is called to an interview by a member of management and the interview could possibly lead to the discipline of the employee or the interview is related to deficiencies in or criticism of the work performance of the employee, the employee shall be so informed before the interview. The member of management shall send for the employee's Steward or if not available, the Alternate Steward. If neither is available, then the Chairperson of the Grievance Committee or any Executive member of the Union, and the meeting shall not proceed until the Steward, Alternate Steward, Chairperson of the Grievance Committee or any Executive member of the Union is present. Where an employee requests representation by another Steward, the Employer will comply within a reasonable period of time.
- 7.09 The President of Local 2345 or his/her designate shall be allowed one (1) consecutive period of four (4) hours off per week with pay at a time mutually agreed upon between the President or his/her designate and the appropriate immediate supervisors for the purpose of conducting Union business. It is understood that during this four (4) hour period, the President or his/her designate will not interfere with the regular work of other employees.

**ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE**

- 8.01 (a) A Labour/Management Committee shall be established consisting of five (5) representatives of the Employer and five (5) representatives of the Union. The Committee shall enjoy the full support of both parties in the interests of improved service to clients and job security for the employees.
- (b) Function - The Committee shall concern itself with: constructive criticisms of all activities so that better relations shall exist between the Employer and the employees; the improvement of services to clients; the promotion of safety and sanitary practices;; the review of employee suggestions and questions regarding working conditions and service (but not grievances concerned with service); the correction of conditions which may cause grievances and misunderstandings.
- (c) Jurisdiction - The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of the Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- (d) Meetings - The Committee shall meet at least quarterly at a mutually agreed time and place. Its members shall receive a notice and meeting agenda at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay when attending meetings during their regularly scheduled shift.
- (e) Chairperson - A representative of the Employer and a representative of the Union shall alternate annually as Chairperson of the Committee.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 It is the mutual desire of the parties hereto that employees complaints be dealt with as soon as possible. No employee shall file a grievance under Article 9.02 until the employee has first discussed his/her complaint with his/her immediate supervisor or supervisor involved, accompanied by his/her Steward. Failing settlement of the complaint within four (4) calendar days, an employee may present a grievance in accordance with Article 9.02. It shall be optional to the Employer to decline to consider any grievance, the alleged circumstances of which originated or occurred more than seven (7) calendar days (eight (8) calendar days in the case of part-time and substitute employees) prior to its presentation. Grievances and responses to grievances shall be submitted in writing at all stages. Grievances shall make reference to the original complaint, and shall contain a detailed statement of the adjustment requested.

9.02 **Step 1**

An employee having a grievance shall, either directly or assisted by his/her Steward, submit the same signed by the grievor and the Union Steward to his/her Program Manager. The Program Manager shall render his/her decision within seven (7) calendar days next following receipt of the grievance.

9.03 **Step 2**

If the decision of the Program Manager is not acceptable to the Union, the Union may appeal the decision to the Operations Director by grievance appeal notice in writing, signed by the employee and a Union Steward, within seven (7) calendar days (eight (8) in the case of part-time and substitute employees) of the receipt of the decision of the Program Manager. If the grievor is absent on an authorized leave and is not available to sign the appeal notice within the relevant time limit, such appeal notice may be signed by the second Union Steward in lieu of the grievor. The Operations Director shall hold a meeting

with the Union Steward, and shall render his/her decision to the employee and the Chairperson of the Grievance Committee within seven (7) calendar days next following receipt of the appeal notice.

**9.04 Step 3**

If the decision of the Operations Director is not acceptable to the union, the union may appeal the decision to the Executive Director by grievance appeal notice in writing, signed by the employee and a Union Steward, within seven (7) calendar days (eight (8) calendar days in case of part-time and substitute employees) of the receipt of the decision of the Operations Director. If the grievor is absent on an authorized leave and not available to sign the appeal notice within the relevant time limit, such appeal, notice may be signed by a second Union Steward in lieu of the grievor. Thereupon the Grievance Committee shall meet with the Executive Director or his/her designated representative, to deal with the grievance. The Executive Director, or his/her designated representative, shall render his/her decision within (7) calendar days (eight (8) calendar days in case of part-time and substitute employees) of the meeting with the Grievance Committee. In the event that the decision of the Executive Director is not satisfactory to the Union, the Union may invoke the arbitration provisions of this Agreement provided written notice of the Union's intention to proceed to arbitration is given to the Executive Director within fourteen (14) calendar days (twenty-one (21) calendar days in case of part-time and substitute employees) of the receipt of the decision of the Executive Director.

**9.05** The above time limits may be extended by mutual agreement between the parties. Where any step of the grievance procedure may require, without reasonable notice, the substitution of the alternate Steward or Chairperson of the Grievance Committee, the Employer may, in lieu of allowing such substitution, designate with written confirmation to the Union that such step shall be deferred until the absent Steward



is available or until reasonable notice can be given to the alternate Steward or Chairperson of the Grievance Committee that such person must be excused from his/her work. Where a paid holiday or paid holidays set out in Article 24 fall within a time limit for taking of any step of the grievance procedure, the time limit will be automatically extended by an equivalent number of calendar days. However, such time limits, referred to above shall be construed as mandatory. Failure to comply with the time limits by the Employer or the Union shall be deemed an abandonment of the grievance. Failure of the Employer to reply within the time limits shall entitle the employee or the Union, as provided above, to proceed to the next step.

- 9.06 For the purpose of the grievance and arbitration procedures, a grievance shall mean a dispute or difference as to the interpretation, application or administration of this Agreement or an alleged violation thereof. However, the Employers decision with respect to the designation of Program Co-ordinators may not be the subject of a grievance by an employee or the Union.

## **ARTICLE 10 - DISCHARGE GRIEVANCE**

- 10.01 A claim that an employee who has completed his/her probationary period has been discharged without just cause shall be treated as a special grievance if a written statement of such grievance signed by the employee is lodged with the Executive Director within seven (7) calendar days (~~8~~) calendar days in case of part-time and substitute employees) of such discharge. Such special grievance shall then be processed at Step 3 of the grievance procedure. The Employer may terminate the employment of a probationary employee for any reason.
- 10.02 Such special grievance may be settled by the parties by confirming the Employers action or by reinstating the employee, with or without compensation for the time lost, or by

any other arrangement which is just and equitable in the opinion of the parties

- 10.03 When an employee has been dismissed on the Employers premises, he/she shall have the right to interview his/her Steward for up to fifteen (15) minutes before leaving the premises, subject to the provisions of Article 7.01.

## **ARTICLE 11 - POLICY GRIEVANCE**

- 11.01 A policy grievance may be filed by the Union or the Employer. A policy grievance is defined as one which involves a difference arising between the Union and the Employer concerning the interpretation or violation of a provision of this Agreement and does not involve the assertion of an individual employees rights. The provisions of this Article shall not be used with respect to a grievance directly affecting an individual employee which such employee could institute. A policy grievance shall be lodged at Step 3 of the grievance procedure not later than fourteen (14) calendar days following the date on which the Employer or the Union became aware or should have become aware of the alleged circumstances giving rise to the policy grievance. If filed by the Employer, the policy grievance shall be delivered in writing to the Chairperson of the Grievance Committee. If filed by the Union, the policy grievance shall be delivered in writing to the Executive Director. If not settled between the parties within fourteen (14) calendar days after delivery of the policy grievance, it may thereafter be submitted to arbitration in accordance with the arbitration procedures herein prescribed.

## **ARTICLE 12 - DISCIPLINE PROCEDURE**

- 12.01 For the purposes of this Agreement, discipline shall include any written censure, suspension, unsatisfactory performance appraisal, any change in working conditions, etc. for the purpose of discipline. All of the above must be recorded in the

employee s personnel file,

- (a) with respect to oral and written warnings, for a maximum of twelve (12) months from date of issue provided the employee has not received a warning or disciplinary notice for the same or similar offence within the twelve (12) month period;
- (b) with respect to suspensions, for a maximum of fifteen (15) months from date of issue provided the employee has not received a warning or disciplinary notice for the same or similar offence within the fifteen (15) month period. Such warnings and disciplinary notices shall be issued not later than seven (7) calendar days after the incident or occurrence giving rise to the warning or disciplinary notice comes to the knowledge of the Employer.
- (c) A copy of all disciplinary actions shall be signed by both the employee and the Employer and a copy will be forwarded to the President of the Union within seven (7) working days. If the employee refuses to sign, it will be so noted on the form and initialed by a Union representative.

12.02 In the event any employee is discharged or disciplined, the Union shall be notified of such action by delivering a copy of the disciplinary or discharge notice to the Local Union President within five (5) calendar days of the imposition of such discipline or discharge.

12.03 Whenever a suspension of a defined duration is imposed, it will not be put into effect until the grievance procedure and the arbitration procedure, as set out in the written Agreement is exhausted.

### **ARTICLE 13 - ARBITRATION**

13.01 Any grievance which has not been settled under the grievance procedure may be referred to arbitration in accordance with the procedure and time limit set forth in Article 9.04. If no notice is given in accordance with the procedure and time limit set forth

in Article 9.04, the grievance shall be deemed to have been settled or withdrawn. The Union's notice of intention to proceed to arbitrations shall contain the name and address of its appointee to the Board of Arbitration within nine (9) calendar days thereafter, the Employer shall notify the Union of the name and address of its appointee to the Board of Arbitration. If the two appointees are unable to agree upon a chairperson within fourteen (14) calendar days thereafter, either party may request the ministry of Labour for the Province of Ontario to appoint a chairperson.

- 13.02 No person shall be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 13.03 Each of the parties shall bear the expense of the arbitrator appointed by it, and the parties shall equally bear the expenses and fees of the chairperson of the arbitration board.
- 13.04 The Board of Arbitration has no power to alter, modify, amend or add to the provisions of this Agreement or to make any decision inconsistent with the terms of this Agreement.
- 13.05 The decision of the majority of the Board of Arbitration shall be final and binding upon the parties hereto and upon any employee or employees affected by it. If there is no *majority*-decision, the decision of the chairperson shall govern.

#### **ARTICLE 14 - NO STRIKES OR LOCKOUTS**

- 14.01 In view of the orderly procedure established for the disposition of employees' complaints and grievances, the Employer agrees that it will cause or direct no lockout of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement. Strike and lockout shall have the meanings as set out in the *Labour Relations Act* of Ontario.

- 14.02 No employee who is a member of Local2345 will be disciplined for refusing to cross a picket line.

## **ARTICLE 15 - SENIORITY**

- 15.01 (a) Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Employer.
- (b) Continuous service shall mean the length of service in the employ of the Employer in a position included within the bargaining unit computed from the date of last hiring by the Employer.
- 15.02 (a) New full-time employees shall be on probation for the first seventy (70) days of work within any six (6) month period. New part-time and substitute employees shall be on probation for the first three hundred and twenty (320) hours worked within any nine (9) month period. Such time may be extended by mutual consent of the parties. During the probationary period, the employee shall be subject to the terms of this Agreement except that the Employer may terminate the employment of a probationary employee for any reason.
- (b) Each employee shall be given a performance appraisal, seven (7) working days prior to the completion of their probationary period. The Employer shall notify the employee and the Union in writing when an employee has completed his/her probationary period. If the Employer does not, the employee shall be deemed to have successfully completed his/her probationary period.
- (c) Upon completion of the probationary period seniority shall accrue for all employees on the basis of years of continuous service from the date of commencement of employment.
- (d) For the purpose of job competitions between full-time and

part-time employees and transfer and promotion of part-time employees to full-time positions, seniority for a part-time employee shall be established as one-half (1/2) his/her years of continuous service. When part-time employees assume full-time positions one-half (1/2) of their years of continuous service shall transfer with them to the full-time seniority list.

- (e) For the purpose of job competitions between substitute and full-time employees and transfer and promotion of substitute employees to full-time positions, seniority for a substitute employee shall be established as one-third (1/3) his/her years of continuous service. When substitute employees assume full-time positions one-third (1/3) of their years of continuous service shall transfer with them to the full-time seniority list.
- (f) For the purpose of job competitions between substitute employees and part-time employees and transfer and promotion of substitute employees to part-time positions, seniority for substitute employees shall be established as one-half (1/2) his/her years of continuous service.
- (g) Where a full-time employee transfers to a part-time or substitute position, he/she shall transfer with his/her full accumulated years of continuous service and shall be given full credit for any previous years of part-time and substitute continuous service.

#### 15.03 Loss of Seniority

Seniority shall be lost and an employee shall be deemed to have terminated his/her employment if:

- (a) the employee quits;
- (b) the employee is discharged, and such discharge is not reversed through the grievance procedure.
- (c) the employee is absent for more than three (3) consecutive working days without permission or without a satisfactory reason. In the case of illness, absence must be supported by a doctors certificate for any period in excess of three (3) working days;

- (d) in the case of layoff an employee:
  - (1) the employee with less than three (3) years seniority at the effective date of layoff performs no work for the Employer for a continuous period of one (1) year;
  - (2) the employee with three (3) years or more seniority at the effective date of layoff performs no work for a continuous period of two (2) years.
- (e) the employee has been laid off and fails to return to work within Fourteen (14) calendar days after notification to do so has been sent to him/her registered mail or personal delivery, to the last address on record with the Employer, or by direct personal contact with the employee. It is the obligation of the employee to maintain on record with the Employer an address at which registered mail can be received by him/her on his/her behalf at all times;
- (f) an employee absent because of sickness or accident for more than two (2) years shall cease to accumulate seniority on the expire of two (2) years, but shall retain the seniority he/she then has so long as he/she is drawing temporary disability benefits from the Worker s Compensation Board or long term disability benefits provided by the Collective Agreement;
- (g) the employee retires;
- (h) the employee fails to report for work at the expiration of a leave of absence unless a satisfactory reason is given, or uses a leave of absence for a purpose other than that for which it was granted.

15.04 Separate seniority lists will be established for full-time employees and part-time and substitute employees covered by this Agreement who have completed their probationary period, showing each employee s original date of hire and seniority on the list. It is agreed that such seniority lists shall be revised and posted during the months of January and July each year, effective the first day of the month in which the list is posted, and a copy shall be given to the President of the Union. With

respect to any employee appearing on the seniority lists for the first time after attaining seniority, the seniority list will be deemed to be correct if not questioned by such employee within twenty-one (21) calendar days of the posting of the seniority lists at the employees regular work location.

**15.05 Layoff and Recall**

A layoff for full-time employees shall be defined as a reduction in the work force or a reduction in the normal scheduled hours of work and for part-time employees, a reduction in excess of 20% of the normal scheduled hours of work as set out in the job posting that resulted in the employee obtaining the position.

**15.06** Notwithstanding any other provision of this Agreement, where the Employer needs to lay off employees, the Employer may, prior to utilizing the procedure outlined below, transfer an employee to fill in any vacancy for which he/she has the ability, qualifications and/or relevant work experience, provided such vacant position has the same rate of pay.

**15.07** In the event of a layoff, the following procedure shall apply:

- (a) The classification and status (full-time and part-time) within which the layoff is to occur will be identified.
- (b) All probationary employees shall be laid off first.
- (c) Thereafter, if further employees are to be laid off, the most junior employees within the selected classification and status at the location where the reduction of staff is needed will be laid off first.
- (d) The Employee shall have the right to displace a less senior employee in any classification, except a Program Co-ordinator, having the same status, who the employee has the qualifications, skills and ability to displace. The right to bump shall include the right to bump up.
- (e) If the laid off employee is a full-time employee and is unable to displace an employee pursuant to the procedure outlined in paragraph (d) above, the employee shall have the option to either take the layoff or to displace a less



senior part-time employee where the employee has the qualifications, skill and ability.

- (f) Any employee displaced by the bumping procedure pursuant to (d) and (e) above, shall be afforded the same opportunity to exercise seniority in the same manner.
- (g) The Employer and the Union shall meet prior to a layoff to review the seniority list and to discuss the order of layoff. In addition, the parties will look to identify alternatives to the proposed layoffs.
- (h) Layoff grievances will be initiated at Step 3 of the grievance procedure.
- (i) Employees shall be recalled to work in order of seniority provided they have the qualifications, skill and ability to perform the available work. Seniority rights for recall are as described in sub-article 15.03(d).
- (j) All notices of layoff shall be in writing and Employees who have received notice of layoff shall be given the opportunity to meet with a designated representative of the Employer and the Union to discuss her/his options. If the employee wishes to assert her/his seniority rights to displace another employee as provided for above, she/he shall submit a request in writing to the Manager of Human Resources within seven (7) calendar days of such meeting, with a copy to the President of the Union.
- (k) The Employer shall not hire new employees where employees are on layoff until those laid off employees are given the opportunity to be recalled pursuant to paragraph (i) above.
- (l) Except when caused by a reason or reasons beyond the control of the Employer, all employees about to be laid off shall receive at least sixty (60) calendar days notice prior to the effective date of the layoff.
- (m) Provided that they have at least two (2) years seniority, the President of the Local Union followed by the Chief Steward, while in office, shall be deemed to have the highest seniority in the bargaining unit and shall be entitled to assert such deemed seniority for purposes of

layoff and recall in accordance with sub-article 15.07.

- 15.08 Subject only to staffing requirements, every reasonable effort will be made to layoff part-time employees before laying off full-time employees.

## **ARTICLE 16 - TRANSFER OF EMPLOYEES**

- 16.01 It is understood that employees in all classifications are generally assigned to work with clients in locations appropriate to their needs and wishes.

- 16.02 It is agreed and understood that all vacancies will be posted, except the Employer may transfer employees to another location without a posting in the following circumstances:

- (a) where clients move from one residential or program location to another necessitating continuity of support from primary worker(s);
- (b) consideration of special requests by employee for medical reasons;
- (c) transfer of a Program Co-ordinator from one location to another;
- (d) to permit specialized matching of residential workers with individual clients within their homes so as to facilitate flexible support which would include any location or activity outside of the primary residence. Such assignments for the duration would not be considered as a permanent transfer of the worker from their assigned Program location.

- 16.03 Situations of conflict between employees or between employees and clients/families shall be brought to the Labour Management Committee for discussion and review within twenty-four **(24)** hours. In a crisis situation, the Employer may take appropriate steps to temporarily address the problem prior to the Committee meeting. The Committee shall identify the problem, assess the impact of the problem on the workplace

and/or clients and offer remedial solutions. In the event that the Committee is unable to reach a mutually agreed resolution of the conflict, the Employer may transfer the affected employee from one location to another.

- 16.04 Where the Employer transfers a full-time employee pursuant to this article, such transfer shall not result in the demotion of the employee to a lower paid classification or a reduction in the employee's normal hours. Where a part-time employee is so transferred, the transfer shall not result in the demotion of the employee to a lower paid classification.
- 16.05 Where an employee has been transferred by the Employer as part of a disciplinary action, the employee shall not be entitled to apply for a posted position at the location from which the employee was transferred, while the discipline remains on the employee's record.

## **ARTICLE 17 - JOB POSTINGS**

- 17.01 With the exception of the Program Co-ordinator position, all job postings shall be awarded to the most senior applicant able to meet the reasonable requirements of the job. All job requirements shall be listed in detail on the job posting.
- 17.02 The Employer shall make available Job Application Forms on which employees applying for positions must submit their qualifications for consideration for the posted position at the time that the position is posted.
- 17.03 (a) Where a permanent or a temporary vacancy arises, which the Employer intends to fill, or a new job is created within the bargaining unit, the Employer shall post notice of the position for a period of eight (8) calendar days and such posting shall contain information with respect to the qualifications, location of initial assignment, general scheduling pattern and rate of pay of the position. The Employer shall post the above notice within seven (7)

calendar days of the position becoming vacant, unless unusual circumstances prevent it. All employees who make written application for the job posting to the Employers representative designated on the posting, within the posting period, or who have filed a form in accordance with sub-article 17.02, shall be considered and the successful applicant will be placed in the position as soon as possible but no later than two (2) weeks from the date of the completion of the posting period. The time periods set out in this sub-article may be extended by mutual agreement of the Employer and the Union, such agreement may not be unreasonably withheld.

- (b) Employees, when filling in a temporary vacancy shall continue to receive all benefits as provided for them under this Agreement. At the termination of a temporary vacancy, the employee shall be returned to his/her former position without loss of seniority or benefits.

- 17.04
- (a) Applicants for job postings for Support Worker positions in any Home funded or licensed all or in part under the Children and Family Services Act (or successor legislation) or funded directly by the Children's Aid Society will require a Certificate obtained through Community Living Windsor.
  - (b) Community Living Windsor will provide specific training for Support Workers interested in working with children. Successful completion will result in the issuance of a Certificate. To obtain a Certificate, an employee must successfully complete all of the required courses prescribed for certification by the Labour/Management Committee. The list of required courses and any changes to same shall be mutually agreed to by the Labour/Management Committee.
  - (c) Applicants for the training shall be accepted on the basis of seniority if the Employer placed a limit on the class size.
  - (d) Employees will be required to attend training session(s) on their own time. However, the Employer will ensure that

there is no loss of work for regularly scheduled weekly hours for part-time and full-time staff by way of flexible scheduling.

- (e) The Union will be notified of those who apply for the training and those who successfully complete the training.
- (f) The Employer will have the right to hire one (1) Worker per child who is not presently a member of the bargaining unit who has a history with the child as their Workers, without the requirement of job posting and whose selection may not be the subject of a grievance by an employee or the Union.
- (g) The posted position will be awarded by seniority provided the employee has successfully completed the above-mentioned Certificate training.

In addition to the foregoing, it is further agreed that the current employees, save and except Sarah Kipping, employed at 1255 Labour Crescent and 67078 Charlie Brooks, shall have seniority credited back to the start date in the position at these locations. These employees shall have six (6) months from the commencement of their Certificate training to obtain a Certificate. Failing such, the affected employee(s) will return to their former position. Sarah Kipping will be granted seniority in accordance with the Collective Agreement except for job posting whereby her seniority shall be calculated in accordance with the part-time provisions for a period of five (5) years and thereafter, her seniority date will be adjusted to give credit for one-half (1/2) of her five (5) year service. Seniority for employees hired pursuant to (f) above shall be calculated in the same manner as Ms. Kipping.

- 17.05 The successful applicant shall be subject to a trial period of up to sixty (60) days worked. In the case of part-time and substitute employees, the trial period shall be the lesser of two hundred and eighty (280) hours worked or six (6) calendar months. During this period, if the employees services are unsatisfactory to the Employer, the employee shall be returned

to his/her former position and salary rate without loss of seniority. Any other employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority. Any other employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority or posting rights. If the successful applicant satisfactorily completes the aforesaid trial period, the Employer will confirm such employee in the new position upon the expiry of the aforesaid trial period.

- 17.06 The successful applicant for a permanent job posting shall not be eligible to apply for any further Job Posting which is posted during the six (6) month period immediately following the date on which the Employee is advised that he/she is the successful applicant, unless the Job Posting is for a position in a higher rated classification or a position of at least ten percent (10%) increase in the normal scheduled hours of work.
- 17.07 If there are no applicants or no successful applicants for a posted position, the Employer shall be entitled to fill the position in such manner as it sees fit. The Employer may also fill a position in such manner as it sees fit while observing the posting procedure contained in this Article. Where an employee has been scheduled to work in the position being posted, those scheduled hours will not be assigned to the successful applicant.
- 17.08 The vacancy left by the successful applicant shall also be subject to the posting procedure set forth in this Agreement, and all subsequent vacancies resulting therefrom.
- 17.09 Copies of all Job Postings shall be forwarded to the President of the Local Union immediately upon notification of the successful applicant, and the President shall be advised of the names of the successful and unsuccessful applicants.

- 17.10 Temporary job postings shall show the expected number of consecutive weeks that the employee will be working for the duration of the vacancy.
- 17.11 All newly hired employees shall receive not less than eight (8) hours of orientation with pay. No employee shall be regularly scheduled to work until orientation has been completed. Employees assigned to work in a location in which they have not be previously employed shall receive two (2) hours of orientation with pay prior to being scheduled to work.
- 17.12 Further to our discussions during negotiations herein, this is to confirm that the following agreements were reached with respect to the Program Co-ordinator position:
1. The Employer may designate one (1) Program Co-ordinator for each vocational service operated by it. The Employer shall designate one (1) Program Co-ordinator for each residence operated by it. A residence is defined as three (3) or more people living together in a shared accommodation supported by the Employer on a twenty-four (24) hour a day basis.
  2. New position and vacancies for Program Co-ordinators shall be posted for a period of eight (8) calendar days and all support workers shall be eligible to apply for same. If there are no applicants or no successful applicants, the Employer may designate a Program Co-ordinator in such manner as it sees fit.
  3. A Program Co-ordinator shall serve a trial period of six (6) calendar months. During the trial period either the Employer or the employee may elect to cancel the designation upon giving two (2) weeks notice and the employee shall return to his/her former position and salary rate without loss of seniority. Any other employees who have been promoted or transferred because of this rearrangement of positions shall also be returned to their former positions and salary rate without loss of seniority.
  4. The designation of an employee as a Program Co-

Ordinator or the removal of an employee from a Program Co-ordinator position during the trial period may not be subject of a grievance by the employee or the Union.

5. The Program Co-ordinator shall, in addition to their regular counselling duties, be responsible for the following:
  - (1) To facilitate the development, review and implementation of procedures, structures and policies that enhance the ability of Community Living Windsor to respond to individual and families through the provision of support and direction to all staff working in the home.
  - (2) To notify the Unit Manager of the unmet needs of individuals and submit proposals that include recommendations for action required.
  - (3) Identify resources needed to achieve the individual's life plan and develop strategies for their implementation.
  - (4) To provide guidance and direction with respect to all policies and procedures of Community Living Windsor, i.e. health and safety, emergency procedures, confidentiality, etc.
  - (5) To be knowledgeable of agency and Ministry standards and family expectations and to direct and provide guidance to the staff as to compliance with same.
  - (6) Making inspections to ensure that adequate policies and procedures, standard of care, cleanliness and safety are being followed.
  - (7) To ensure that the house and all property (interior and exterior) is maintained in a manner acceptable to Community Living Windsor and its standards.
  - (8) To provide direction and leadership according to the policies and procedures of Community Living Windsor to all assigned staff.
  - (9) Directing, advising and assigning of staff as required.



- (10) Assist the Unit Manager in the orientation of staff and volunteers.
- (11) Provide input to assist the Unit Manager irregularly evaluating staff performance and identify staff training requirements.
- (12) Reporting immediately to the Unit Manager any suspected or alleged client abuse, and any other problems, circumstances or situations that may or have adversely affected the safety and/or welfare of a client.
- (13) Assist Unit Manager in budget preparation and financial control.
- (14) Requisitioning the use or purchase of equipment, material and services.
- (15) Purchase routine program supplies, subject to the approval of the Unit Manager.
- (16) To support individuals in their purchase of household items, groceries and furniture, and ensure expenditures are documented as per program location procedures.
- (17) To be responsible and accountable for monies relating to individual client purchases, expenses, savings and cash on hand.
- (18) To be responsible for and ensure petty cash expenditures are documented and accounted for in accordance with program cash handling procedures.
- (19) To communicate with staff to interpret and discuss policies, programs, problems and staff responsibilities.
- (20) Assist Unit Manager in the internal procedures for matching, or assisting individuals to match themselves with partners for shared living arrangements, especially for individuals leaving SAC.
- (21) In addition to duties (1) to (20) above, Program Coordinators employed in vocational support area

shall be responsible for the following:

- (a) to operationalize the production activity related to current productions;
  - (b) to adapt to and operationalize the production activity related to the development of new initiatives/products;
  - (c) to observe, analyze and attend to environmental features to ensure compatibility with production activities and client abilities.
  - (d) to be responsible and accountable for monies related to all purchases, expenses, cash on hand and product sales.
6. It is agreed that the duties of the Program Co-ordinator as set out above may be changed by the Employer from time to time, except that any changes shall not require the Program Co-ordinator to hire, fire, suspend or discipline bargaining unit employees. All such changes shall be brought to the Labour/Management Committee for discussion prior to being implemented by the Employer.

## **ARTICLE 18 - TRANSFERS**

### **18.01 Transfers to Positions Outside the Bargaining Unit**

- (a) If an employee is, or has been transferred to a position which is not subject to the provisions of this Agreement, he/she shall retain his/her seniority for a period of six (6) months. If transferred back by the Employer to a position subject to the provisions of this Agreement, he/she shall carry his/her retained seniority with him/her and displace any employee with less seniority in accordance with Article 15.05.
- (b) If an employee is transferred to a supervisory position on a temporary basis to replace a supervisor **who** is not available to carry out his/her duties, such an employee shall continue to accrue seniority and to pay monthly dues disbursement pursuant to sub-article 6.01 and shall be

entitled to representation by the Union in the grievance and arbitration procedures of this Agreement for any discipline imposed on such employee while in the temporary supervisory position.

- (c) Any bargaining unit employee temporarily transferred to a supervisory position shall fulfill all the duties and responsibilities of that position except:
  - (i) taking direct disciplinary action independent of another member of management;
  - (ii) directly terminating the employment of a bargaining unit employee;
  - (iii) being involved in disciplinary meetings when not directly involved with the subject matter of the meeting.
- (d) It is understood that an employee in a temporary supervisory position shall report immediately to the Director or another senior manager any suspected or alleged client abuse or any other problems, circumstances or situations that may or have adversely affected the safety and/or welfare of a client.

#### **18.02 Transfers to Positions Within the Bargaining Unit**

- (a) An employee temporarily or permanently transferred or promoted to a higher classification shall receive the commencement rate of pay for the new classification, commensurate with his/her qualifications, or the next higher rate of pay on the wage grid which is equal to or greater than the employee's present rate of pay.
- (b) Full-time employees who agree to temporarily transfer to a lower classification at the request of the Employer, shall continue to receive his/her present rate of pay plus any increases to that rate required by the Agreement.
- (c) An exchange of job duties may take place if (a) both employees agree; (b) the respective employee's supervisors agree; and (c) the positions are in the same classification. Such transfers shall be for the time period agreed upon among the parties involved.

**ARTICLE 19 - LEAVES OF ABSENCE**

- 19.01 Upon application in writing to the appropriate Service Director, the Employer may grant leaves of absence to employees without pay and without loss of seniority for personal reasons, without requiring such employees to use up their vacation credits first. Such requests for personal leave shall not be unreasonable denied.
- 19.02 The Employer will grant leaves of absence without loss of seniority to an aggregate of one hundred and fifty (150) working days during a calendar year for the entire bargaining unit when requested by the Union in writing at least seven (7) calendar days before the leave is to commence and provide that such leave does not unduly interfere with the operational requirements of the Employer, for employees who have been appointed or elected by the Union to attend an official Union function such as a convention, conference, counsel or education course. During such Union leaves of absence, the Employer shall pay the employee his/her regular salary and maintain benefits as if he/she had worked, and the Union shall reimburse the Employer for that same amount, including the cost to cover benefits on receipt of a bill which indicates the benefits breakdown for each employee, from the Employer.
- 19.03 The Employer will grant pregnancy and parental leaves of absence in accordance with the requirements of the Employment Standards Act of Ontario. Upon an employee's return to work from the leave of absence under this article, such employee shall be reinstated to his/her former position if such position still exists unless he/she has been displaced by a more senior bargaining unit employee who obtains the position pursuant to sub-article 15.05. If this is the case, he/she shall be provided with alternate work of a similar nature at not less than his/her wages and benefits in effect at the commencement of his/her leave of absence plus any increase pursuant to this Agreement. An employee shall accrue seniority during such leaves of absence.

- 19.04 An employee on leave of absence, other than sickness or injury,
- (a) for not more than six (6) months and regardless of whether such employee has been replaced during such leave by a temporary employee, or
  - (b) for more than six (6) months but who has been replaced during such leave by a temporary employee, shall, on the termination of such leave and if returning to work, be placed in the position held by him/her immediately prior to the commencement of such leave if such employee had been regularly scheduled to work in a particular position, and if previously on call, shall be restored to the call in list.
- 19.05 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay or benefits without loss of seniority for a period of one (1) year.

## **ARTICLE 20 - JOB SECURITY**

- 20.01 (a) The Employer shall not contract out any work normally performed by members of the bargaining unit, if, as direct result of such contracting out, a layoff of any employees covered by this Collective Agreement occurs. Contracting out to an employer who is organized and who will employ the affected employees of the bargaining unit who would otherwise be laid off is not a breach of this Agreement.
- (b) The transfer of a Program within the Association to another agency, as directed by the Provincial Ministry, shall not constitute a breach of this Agreement. Upon such transfer of services, subject to sub-article 15.05 (Layoff and Recall), the Employer shall endeavor to ensure the employment of the employees affected by the transfer of services, firstly, at the option of the employee within the Association and then within the employ of the agency to which the service is being transferred.
- (c) The Employer agrees that no bargaining unit position shall

be replaced either temporarily or permanently with a volunteer worker(s) nor shall an employee be laid off as a result of the Employer utilizing the services of volunteers.

- 20.02 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other agency, the Employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The Employer shall invite the Union to participate in meetings dealing with personnel related issues affecting bargaining unit employees.
- 20.03 Supervisors, placement students, grant workers and volunteers shall not perform work normally performed by employees in the bargaining unit if as a result any such employee is laid off. Grant employees, whose contracts require Union approval, and Workfare participants may only perform work normally performed by employees in the bargaining unit upon the mutual agreement of the Labour/Management Committee.

## **ARTICLE 21 - BULLETIN BOARDS**

- 21.01 The Employer shall provide space on bulletin boards or at a mutually agreed designated place at all program administration locations upon which the Union shall have the right to post or place notices provided that such notices shall have been signed by the President of the Local Union or in his/her absence by his/her designate prior to the posting thereof and that the subject matter of all such notices shall be restricted to notices pertaining the recreational or social activities, notices of meetings or notices of results of elections. Provided further that no notices shall be posted or placed by the Union on such bulletin boards or at the mutually agreed designated place containing advertising or political in matter. The Employer agrees that for distributing the aforesaid notices, the Union may use the Employers interoffice mail service.

- 21.02 The Employer shall permit the Union access to the inter-office mail service for the distribution of Union information. Such usage shall not exceed one (1) delivery per week.

## **ARTICLE 22 - HOURS OF WORK AND OVERTIME**

- 22.01 (a) The normal hours of work for full-time employees, except full-time Support Workers in residential support areas employed in sleep in positions shall be forty (40) hours per week, on an eight (8) consecutive hour per day, five (5) day per week basis, including one-half (1/2) hour paid lunch period and two (2) fifteen (15) minute coffee breaks per day, one to be taken during the first half of the shift and the other during the second half of the shift and to be taken by the individual employee at such reasonable time during the normal hours of work as may be arranged with the employee s Program Manager.
- (b) Part-time and substitute employees shall be entitled to one fifteen (15) minute coffee break during each four (4) hour period worked to be taken by the individual employee at such reasonable time during the normal hours of work as may be arranged with the employees Program Manager.
- (c) The hours that all employees work are established from time to time by the Job Descriptions for the respective positions as established by the Employer. An employee shall be paid for all hours of work in accordance with Schedule A .
- (d) The regularly scheduled hours and days of work for each full-time and part-time employee, except for employees employed in the non-24 hr. S.I.L. Program and in Vocational support areas, shall be posted in the appropriate location in the facility at least three (3) weeks in advance. A copy of the work schedule shall be given to the President of the Union. In drawing up the regularly scheduled hours and days of work, the Employer shall

provide:

- (i) work schedules to provide employees with at least four **(4)** days off in each two week period;
- (ii) work schedules which do not require an employee to work more than six (6) consecutive days unless
  - (a) it is at the employee s request, or
  - (b) it is an emergency situation beyond the control of the Employer.

- 22.02 (a) The normal hours of work for all full time employees in Residential support area employed in sleep in positions shall be fifty (50) hours per week on a ten (10) hour per day five (5) day week basis. The hours that such employees shall work shall be established by the Employer. **AN** employee so employed in a sleep in position shall be paid for a ten (10) hour day at the rate of seven (7) hours at the rate per hour provided in Schedule **A** for the sleep in period of their regular shift, and three (3) hours at the basic salary rate for such employee established by Schedule **A** with no overtime premium. If such employee is awakened to respond to or address a situation during the sleep hours, he/she shall have all such time paid at the basic salary rate established by Schedule **A** with no overtime premium but subject to a minimum of one (1) hours pay for each situation, provided that a report is completed prior to the employee leaving work in the case of a serious incident (client illness, injury or property damage) and all other instances that a note is made in the Communication Book. Employees who are requested to and do work more than their normal hours of work up to four **(4)** additional hours shall be paid at their regular rate of pay, without overtime premium, in accordance with the work performed during such additional hours. **All** further additional hours worked per week in excess of four **(4)** additional hours as aforesaid shall be paid at time and one-half their regular rate of pay, in accordance with the work performed during such further



additional hours.

- (b) Part-time or substitute employees who are awakened to respond to or address a situation during the sleep hours, shall be paid as per sub-article 22.02(a) for such situation.

22.03 A Program Manager may require an employee to work more than the normal hours of work, and when such additional hours are required or authorized (in advance except in an emergency) by the Program Manager or his/her designated alternate, an employee (other than Support Workers employed in sleep-over positions) shall be paid for such overtime hours as follows:

- (a) up to forty-four (44) hours per week, regular rate;
- (b) additional hours in excess of forty-four (**44**) hours in a week, one and one-half (1 1/2) times the regular rate.

22.04 (a) Except for emergencies, overtime shall be on a voluntary basis, provided that an employee required to remain at work on overtime on an emergency basis, shall not be required to work more than three (3) consecutive hours. Insofar as it is practical to do so, overtime shall be equitably shared among the employees in the same program qualified to perform the specific duties.

- (b) The Employer shall provide a minimum of three (3) hours work or, if no work is available, three (3) hours pay at the appropriate rate whenever an employee is called in to work. Attendance at a scheduled meeting of less than three (3) hours is not mandatory and shall be paid on the basis of actual time in attendance.

- (c) It is clearly understood that when an employee works a combination of awake and sleep overtime hours, the overtime rate of pay shall be calculated at the rate most advantageous to the employee.

22.05 Once scheduled, there shall be no change to an employees hours of work within forty-eight (**48**) hours of when the schedule is to come into effect except in an emergency or

unless by mutual agreement of the Employer and the employee or employees whose schedule is changed.

- 22.06 It is understood and agreed that the normal hours of work established by this Article and the provisions for payment of overtime shall not be construed as a guarantee of any hours of work nor of working schedules.
- 22.07 At the option of the employee, and subject to the maintenance of required staff ratios and the availability of qualified staff, time off at the appropriate overtime basis as defined in sub-article 22.02 and 22.03, may be granted in lieu of overtime pay, such time to be taken within twelve (12) months of the performance of the overtime work. Unless otherwise mutually agreed in writing, lieu time not taken within twelve (12) months will be paid at the appropriate rate.
- 22.08 When an employee who has completed his/her normal hours of work and has left the Employers premises is required to return to perform additional work, such employee shall be entitled to a minimum of three (3) hours work at the appropriate rate for all hours worked, or at the option of the employee, shall be entitled to the equivalent time off within twelve (12) months.
- 22.09 When an employee is required to work more than two (2) hours overtime after 5:00 p.m. which time is continuous from the normal work hours, and such employee has not received at least twenty-four (24) hours notice prior to the commencement of the overtime, such employee shall be entitled to a meal allowance of five dollars and seventy-five cents (\$5.75) on each such occasion.
- 22.10 Any time worked which is counted for overtime or other premium on one basis shall not be counted for overtime or other premium on any other basis, and there shall be no pyramiding of overtime.

- 22.11 Employees may be permitted to exchange shifts within a work location. Employees requesting a shift exchange shall provide the Program Manager with their written request at least one (1) week in advance. Approval of the shift exchange shall not be unreasonably withheld. Shift exchanges shall not result in either employee working back to back shifts or becoming entitled to be paid overtime.
- 22.12 The parties agree to the following procedure to fill available hours:
1. The Employer shall develop a list for each location to be utilized to fill all hours of work that become available over and above the regularly scheduled hours.
  2. In the event there are available hours which the Employer decides to fill, the Employer shall first offer the available hours, in order of seniority to substitute employees assigned to the location and part-time employees who have advised their Unit Manager in writing of the willingness to accept additional hours at the location where the available hours are to be filled, provided the substitute or part-time employee would not work two consecutive shifts that are in excess of thirteen (13) hours combined or in excess of forty (40) hours per week as a result of accepting the available hours, unless proper authorization is given.
  3. Where the available hours cannot be filled utilizing the above procedure, the Employer shall offer the available hours, in order of seniority to the remaining substitute employees assigned to the Unit, or part-time employees from the Unit who have advised the Unit Manager in writing of their willingness to accept additional shifts at this location provided the part-time or substitute employee would not work two (2) consecutive shifts in excess of thirteen (13) hours combined or in excess of forty (40) hours per week as a result of accepting the available hours, unless proper authorization is given.
  4. Where the available hours cannot be filled utilizing the

above procedure, the Employer shall offer the available hours, in order of seniority, to part-time or substitute employees from outside the Unit who have been orientated to the location and who have advised the Unit Manager in writing of their willingness to accept additional shifts at this location, provided the part-time or substitute employee would not work two consecutive shifts in excess of thirteen (13) hours combined or in excess of forty (40) hours per week as a result of accepting the available hours, unless proper authorization is given.

5. Where the available hours cannot be filled utilizing the above procedure, the Employer shall offer the available hours, in order of seniority, to substitute, part-time and full-time employees on the Secondary Call-in List who are assigned to work at the location where the available shift(s) is to be filled and who have advised the Unit Manager in writing of their willingness to accept shifts at this location.
6. Where the available hours cannot be filled utilizing the above procedure, the Employer shall offer the available hours, in order of seniority, to substitute, part-time and full-time employees on the Secondary Call-in List who are assigned to the unit where the available shift(s) is to be filled and have been orientated and have advised the Unit Manager in writing of their willingness to accept shifts at this location.
7. Where the available hours cannot be filled utilizing the above procedure, the Employer shall offer the available hours, in order of seniority, to any substitute, part-time and full-time employees on the Secondary Call-in List who has been orientated and have advised the Unit Manager in writing of their willingness to accept shifts at this location.
8. Upon the ratification and every three (3) months thereafter, all employees shall be given the opportunity to signify that they want to be on one or more Secondary Call-in Lists. Newly hired substitute employees shall be placed on the List(s)

9. Part-time employees who refuse three (3) shifts on three (3) separate days in a calendar month without reasonable cause or accept available hours and who work in excess of forty (40) hours in a week as a result of accepting the hours, shall have their names removed from the list for a period of six (6) months, unless the acceptance of more than forty (40) hours was authorized by a Manager.
10. Part-time employees who remove their names from the List referred to above, shall not be eligible to have their names reinstated for a period of six (6) months.
11. Once an employee has been scheduled for or accepts a shift(s), it can not be cancelled by the employee unless prior authorization has been given by the Program Manager.
12. Call-in List and the Secondary Call-in Lists shall contain name, phone number, employee status and work location for each employee. Responses for each call, including time of call, shall be recorded on the applicable List. Where a dispute arises, the relevant Call-in and/or Secondary Call-in List shall be made available to the Union President or his or her designate by the appropriate Program Manager.
13. All programs shall have a call-waiting or call-answer feature on their telephone to ensure employees called for work have access to return calls.

## **ARTICLE 23 - VACATION WITH PAY**

- 23.01 (a) Full-time employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four percent (4%) of gross salary earned during their period of employment less any vacation entitlement under sub-clause (b) below already received. Part-time and substitute employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four percent (4%) of gross salary earned during their period of employment.

- (b) A full-time employee who has more than six (6) months service but less than one (1) years service shall be entitled to one (1) days vacation with pay for each completed month of service up to a maximum of ten (10) working days with vacation pay.
- (c) Vacation pay is computed from the date of commencement of employment in accordance with the following schedule:

<b>During Year</b>	<b>Days Earned</b>	<b>Per Month</b>
1	10	0.8333
2	10	0.8333
3	15	1.2500
4	15	1.2500
5	15	1.2500
6	16	1.3333
7	17	1.4167
8	18	1.5000
9	19	1.5833
10	20	1.6667
11	20	1.6667
12	21	1.7500
13	21	1.7500
14	21	1.7500
15	26	2.1666

- (d) Earned Vacation days will be credited to an employee at the end of each completed attendance (calendar) month based on the rate of 1/12 of what the employee is earning in the way of vacation credits at that time. An attendance (calendar) month is deemed to be the month in which an employee is entitled to at least ten (10) days pay. In determining if an employee is entitled to at least ten (10) days pay. In determining if an employee is entitled to ten (10) days pay in an attendance (calendar) month, periods covered by sick leave allowance or periods covered by

Workers Safety and Insurance payments will be counted, provided the employee has performed some work for the Employer during the vacation year.

- (e) A part-time or substitute employee shall receive in the first pay period of December in each year, up to and including the ninth (9th) year of employment with the Employer, four percent (**4%**) of the employee's gross earnings for the last year up to and including the last complete pay period prior to the payment and shall be granted days off work without pay equal to the number of days the employee is regularly scheduled to work in a two (2) week period. In the tenth (10th) year and each subsequent year to the fourteenth (14th) year of employment with the Employer, a part-time employee shall receive six percent (6%) of the employee's gross earnings for the past year up to the end of the last complete pay period prior to the payment and shall be granted days off work without pay equal to the number of days the employee is regularly scheduled to work in a three (3) week period. In the fifteenth (15th) year and each subsequent year of employment with the Employer part-time employees shall receive seven percent (7%) of the employee's gross earnings for the past year up to the end of the last complete pay period prior to payment and shall be granted days off work without pay equal to the number of days the employee is regularly scheduled to work in a four (**4**) week period. In calculating the employee's gross earnings, no account shall be taken of any vacation pay previously paid. Part-time employees may take the above vacation days off work in single day increments subject to the Employers staffing requirements.
- (f) A part-time employee who has more than one (1) year of service shall receive upon request a vacation leave of absence without pay of two (2) weeks.
- (g) All vacation schedules must be submitted for approval to the Employer at least six (6) weeks before the commencement of the vacation period requested. A full-time employee may request up to four weeks to be taken

in any block of time they so choose, subject to staffing requirements. The Employer shall give the employee an unconditional response to the vacation schedule submitted within fourteen (14) calendar days of its submission. In all Disputes over the scheduling of vacations, seniority shall generally govern, providing that the vacation period has been reserved at least six (6) weeks before the commencement of the vacation period. Full-time employees with five (5) weeks vacation will take the fifth (5th) week at the discretion of the Program Manager, which discretion will be exercised based on the maintenance of staff ratios required by law, the availability of competent qualified substitute staff and any overlap with vacation periods of other members of the Employers staff. Employees entitled to more than two (2) weeks vacation may elect to take one (1) of such additional weeks vacation in increments of up to five (5) consecutive days provided that such request is submitted at least one (1) month prior to the date or dates requested. Notwithstanding the aforementioned, the Employer may grant vacation periods to which an employee is entitled upon request if an extenuating circumstance warrants the request. Vacation pay will be paid to the full-time employee on the regularly scheduled pay day immediately prior to the commencement of the vacation period provided at least fifteen (15) calendar days written notice, approved by the Program Manager, is presented to the Payroll Clerk. Vacation days can only be approved to the extent of expected accumulated vacation days earned and unused at the time of commencement of vacation.

- (h) Effective upon ratification, employees may only carry over to the next calendar year a maximum of fifteen (15) days as the date of ratification shall retain those days in their bank but shall not be entitled to add any further days to that bank until it falls below the maximum of fifteen (15) days. Employees who have more than fifteen (15) unused vacation days at the end of the calendar year shall be paid



out those days. This payout shall not apply to employees who have an excess carry-over vacation bank as of the date of ratification. Employees may elect to cash in fifty percent (50%) of their unused vacation credits, to a maximum of ten (10) days once per calendar year.

- (i) For purposes of this Article 23, a vacation year means twelve (12) month period commencing with the employee's individual anniversary date of employment. In addition to the employee's entitlement to take vacation days in the year in which such vacation days are earned, as provided in Article 23.01(c) above, employees shall be entitled to take vacation days during the vacation year following the vacation year in which such vacation days were earned.
- (j) When a paid holiday falls during an employee's approved vacation period, he/she shall, upon written notification to the employee's Program Manager prior to the commencement of the vacation period designated which option he/she selects, add another day to his/her vacation period or take another day off at a later date not later than his/her next vacation period.
- (k) For employees working more than twenty-four (24) hours per week and less than forty (40) hours per week, vacation pay will be based on the number of hours of work per day established for the three (3) month period in which the vacation period occurs or for the immediately preceding three (3) month period, whichever is greater. The Employer will review each three (3) months the number of hours such employee has actually worked per day, and based on that review and other known factors will establish the hours of work per day for the succeeding three (3) month period on which vacation pay is to be paid.
- (l) Employees who accompany clients on approved vacations shall be paid on the basis of twelve (12) regular straight time hours per day, without overtime.
- (m) Upon termination of employment, death or retirement, a

full-time employee or his/her estate shall be entitled to vacation pay prorated from the preceding anniversary date to the date of termination, death or retirement. In the case of a part-time or substitute employee vacation pay will be calculated on the gross earnings since the last payment of vacation pay to the termination of employment, death or retirement. In the event of death such vacation pay shall be paid to their personal representative of the deceased employee.

- (n) Upon receipt of two (2) weeks prior notice, once annually, part-time and substitute employees shall be entitled to receive vacation pay on earnings to date. The remaining vacation pay will be paid in December each year.

## ARTICLE 24 - PAID HOLIDAYS

- 24.01 (a) During the term of this Agreement, the Employer will provide employees with the following paid holidays:

Good Friday	April 18/03	April 9/04	March 5/05
Easter Monday	April 21/03	April 12/04	March 28/05
Victoria Day	May 19/03	May 24/04	
Canada Day	July 1/03	July 1/04	
Civic Holiday	August 4/03	August 2/04	
Labour Day	September 1/03	September 6/04	
Thanksgiving Day	October 13/03	October 11/04	
Christmas Day	December 25/03	December 25/04	
Boxing Day	December 26/03	December 26/04	
New Years Eve Day	December 31/03	December 31/04	
New Years Day	January 1/04	January 1/05	
Floating Holiday	The dates for observance of the Floating Holiday shall be set by mutual agreement of the parties.		

- (b) Where a paid holiday is observed on an employees regularly scheduled day off and the employee qualifies pursuant to sub-article 24.02, the employee shall receive a day off in lieu, to be taken at a mutually agreed date within one year of the observance of the paid holiday.

- 24.02 (a) In order to qualify for holiday pay a full-time employee must have completed his/her probationary period prior to the day of observance of such holiday and worked his/her scheduled regular day of work preceding and his/her scheduled regular day of work following such holiday unless he/she has been excused by the Employer to be absent specifically on either or both such qualifying days or is absent due to illness or injury confirmed by medical certificate if required by the Employer, provided an employee absent due to illness or injury shall qualify for holiday pay only so long as he/she is receiving pay directly from the Employer.
- (b) In order to qualify for holiday pay a part-time or substitute employee must have worked his/her scheduled regular day of work preceding his/her scheduled regular day of work following the day of observance of the holiday unless he/she has been authorized by the Employer to be absent on either or both of such qualifying days.
- 24.03 An employee who has agreed to work on a paid holiday and who, without reasonable cause, fails to report for and perform the work shall not be entitled to holiday pay.
- 24.04 (a) Full-time employees who are required to work on a paid holiday may elect one of the following methods of compensation:
- (i) to be paid for the time worked at one and one-half (1 1/2) times their regular rate of pay and, if entitled to holiday pay, or
  - (ii) to be paid for the time worked at one and one-half (1 1/2) times their regular rate of pay and, if entitled to holiday pay, to take of with pay one (1) regular working day at their regular rate of pay, such day to be taken off to be within one (1) year after the holiday and to be mutually agreed upon by the Employer and the employee.

- (b) (i) Part-time and substitute employees who are required to work on a paid holiday will be paid for the time worked at one and one-half (1 1/2) times their regular rate and, if entitled thereto, the regular holiday pay.
- (ii) Notwithstanding the above, part-time employees who work on paid holidays may elect to bank one and one-half (1 1/2) times the hours worked on paid holidays, to a maximum of forty (40) hours in any calendar year, to be taken off with pay (at the employee's regular rate), such days to be taken off within one (1) year after the holiday and to be mutually agreed upon by the Employer and the employee.

24.05 (a) The amount of holiday pay to be paid to an eligible full-time employee is the regular rate of pay the employee would have received for the day had the day not been a paid holiday.

(b) The amount of pay to be paid to an eligible part-time or substitute employee shall be the total amount of the employee's regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the holiday occurred, divided by twenty (20).

24.06 Notwithstanding the provisions of this Article, full-time and part-time employees who have attained seniority, shall be entitled to the following paid personal holidays, to be taken in the calendar year on the date mutually agreed to by the Employer and the employee:

- (i) full-time seniority employees: two (2) days
- (ii) part-time seniority employees: two (2) days

The entitlement above to paid personal holidays shall be pro-rated during the first year of an employee's employment.

**ARTICLE 25 - SICK LEAVE**

- 25.01 (a) One hundred and twenty (120) hours (one hundred and fifty (150) hours for sleep-in positions) of sick leave credits are granted to each full-time employee who has attained seniority and who is in active employment for each attendance year which is the twelve (12) month period commencing January 1st in each year (i.e. calendar year). This bank of credits will be reduced appropriately as absences due to sickness or accident (not covered by Workers Safety and Insurance) during the attendance year and the employee is paid the employee's regular salary during such absences. Sick leave will not be paid for absences due to accidents and disablements incurred while employed by anyone other than the Employer or while self-employed for gain. Where an employee received reimbursement for lost salary from any third party, including the employee's own insurer, for any absence the employee shall reimburse the Employer for all sick leave paid during such absence and the employee shall be re-credited with sick leave credits which had been used as a result of such payment for which the Employer reimbursed. For the purposes of this Article, an employee shall be considered to be in active employment provided such employee has seniority and is not in receipt of long-term disability benefits. Effective upon ratification, those part-time employees who are regularly scheduled to work less than twenty-four (**24**) hours per week shall be granted sixteen (16) hours (twenty (20) hours for sleep-in positions) of sick leave credits on attaining two (2) years of seniority under the Collective Agreement. Part-time employees who are regularly scheduled to work ~~twenty-four~~ (24) or more hours per week shall be granted thirty-two (32) hours of sick leave credits on attaining two (2) years seniority under the Collective Agreement. Sick leave credits for all part-time employees from the

previous calendar year and not used by such employees shall be carried over to the next year to a maximum of two hundred and forty (240) hours. Such sick leave credits may only be used for days on which a part-time employee is scheduled to work. There shall be no pay-out of part-time sick leave.

- (b) An employee shall be required to notify his/her supervisor or a designate of his/her absence due to sickness at least one (1) hour before the commencement of his/her shift.
- (c) Where no one at home other than the employee can provide for the needs during illness of a dependent living with the employee, an employee shall, after notifying his/her supervisor, use sick leave credits to cover the employees absence from work on one (1) day for no more than one (1) shift per illness.
- (d) Sick leave credits may be used in a minimum of three (3) hour increments.

25.02 A newly hired full-time employee who attains seniority will be credited on attaining seniority with a pro rata share of sick leave credits, retroactive from date of hire to end of the current attendance year. A part-time employee who attains two (2) years seniority will be credited with a pro rata share of sick leave credits, retroactive from the date that they attained two (2) years seniority to the end of the current attendance year.

25.03 If a probationary full-time employee who has completed one (1) month of service is absent due to sickness or non-compensable accident, such employee will be paid for such absence up to a maximum of three (3) days, which will be adjusted later as follows:

- (a) on attaining seniority the sick days paid during the probationary period will be deducted from such employees sick leave credits received on attaining seniority;
- (b) if such employees employment is terminated prior to attaining seniority, the sick days paid will be deducted from

such employee's final pay settlement cheque.

- 25.04** A medical certificate must be provided by an employee for absence due to sickness or accident of more than three (3) working days. Further medical certificates must be provided if the employee does not return to work on the date of return stated on the last certificate provided to the Employer, or every six (6) weeks if no date of return is stated on the last certificate provided to the Employer. The Employer reserves the right to require a medical certificate for any absence due to sickness or accident of less than three (3) working days from an employee who has been absent on six (6) or more separate occasions due to sickness or accident during the then current calendar year. Any cost incurred for a medical certificate shall be shared equally between the employee and the Employer. If there is an extra charge for the annual medical or the medical for the Class F license, the Employer will reimburse the employee for such cost.
- 25.05** Banked sick days are granted at the commencement of each attendance year to full-time employees who have as of that date attained one (1) years seniority. Banked sick leave days shall consist of one hundred percent (100%) of sick leave credits remaining unused at the end of the attendance year just completed to a maximum of six hundred and eighty (680) hours (eight hundred and fifty (850) hours for sleep-in positions). These sick days are credited in addition to the regular sick leave credits granted at the commencement of each attendance year.
- 25.06** Upon termination of employment of a full-time employee who has attained at least one (1) years seniority, other than a termination for just cause, such employee shall be entitled to be paid as severance pay, calculated at the employee's then regular rate of pay, the total to the following:
- (i) that proportionate part of the current year's sick leave credits which period from the commencement of the

current attendance year to the date of termination bears to the entire attendance year which remains unused, at one-third (1/3) of their value, plus

- (ii) all unused accumulated banked sick days at sixty percent (60%) of their value.

25.07 Full-time employees who have attained one (1) years seniority who are absent on sick leave and have exhausted their accumulated sick day credits may request the Employer to apply against their continuing absence on sick leave any outstanding unused vacation credits. Part-time employees who have attained one (1) year s seniority who are absent on sick leave and have exhausted their accumulated sick day credits may request the Employer to apply against their continuing absence on sick leave any outstanding accrued vacation pay.

## **ARTICLE 26 - BENEFITS**

26.01 The Employer will pay for coverage for each full-time employee and eligible dependents only, upon attaining seniority, in accordance with the terms and provisions of the insurance contracts and plans providing the coverage, the following premium costs:

- (a) One hundred percent (100%) of the cost of the Employer Health Tax (OHIP).
- (b) One hundred percent (100%) of the cost of the Extended Health Care and Prescription Drug Plan (including chiropractor - \$400/calendar year and naturopathic services - \$300/calendar year) with 100% reimbursement and no deductible amount including semi-private hospitalization coverage and out-of-province coverage, all as provided by the Employers present policies with Mutual Life of Canada, Great-West Life, Green Shield or their equivalent.
- (c) For employees under 65 years of age, one hundred percent (100%) of the cost of the Employers life insurance plan providing life insurance in the amount of



two and one-half (2 1/2) times the annual salary to a maximum amount of life insurance of \$100,000, with accidental death and dismemberment benefits.

- (d) One hundred percent (100%) of the cost of a long-term disability plan providing seventy percent (70%) of the monthly salary up to a maximum of \$4,000 per month after four (4) months from the commencement of the disability as provided by the current policy.
- (e) One hundred percent (100%) of the cost of a long-term disability plan providing a benefit of \$200 in every twenty-four month (24) period for reimbursement for new eye glasses, repairs to eyeglasses or frames or contact lenses, and a Dental Care Plan with one hundred percent (100%) reimbursement and no deductible amount (nine month recall), providing preventative services including root canal therapy, all as provided by the Employers present policy with Mutual Life of Canada, or its equivalent.
- (f) A dependent of an employee shall be enrolled for coverage once the employee advises the Employer of the name of the dependent.
- (g) The Employer will provide to each eligible employee, within fourteen (14) days of passing of probation, a booklet supplied by the carrier of the foregoing benefits describing the current benefits as they are provided under the policy of insurance between the Employer and the carrier.

26.02 The Employer will pay an amount equal to five percent (5%) of the annual earnings for each seniority full-time employee and part-time seniority employee with two (2) calendar years of service, excluding from such annual earnings any fringe benefits deemed taxable by government legislation, into the Employers designated Pension Plan, with the employee having the option to also contribute additional amounts as provided in the Plan.

- 26.03 Probationary full-time employees shall not be entitled to any of the foregoing benefits. All full-time employees who have attained seniority will be added to the various plans providing the benefits at the first available billing dates after attaining seniority or after the date of his/her permanent transfer into a full-time position.
- 26.04 (a) The Employer will continue to pay the premiums for the benefits provided in this Article for eligible full-time employees on leave of absence other than by reason of sickness or accident and for eligible employees on layoff for the balance of the month in which such leave of absence or layoff occurs. The Employer will continue to pay the premiums for the benefits provided in this Article for eligible full-time employees absent due to sickness or accident for the balance of the month in which such sick leave commenced and for three (3) additional months. Employees desiring to continue their coverage must pay to the Employer the necessary premium costs before their due dates. The Employer will continue to pay the premiums for the drug, dental and vision benefits set out in this Article for eligible full-time employees who are laid off, for a period of three (3) additional months.
- (b) The Employer agrees, as is required, to continue paying the premiums for the benefits provided under this Agreement for eligible full-time employees absent due to WSIB compensable reasons for a term of one (1) year.
- 26.05 The Employer will pay fifty percent (50%) of the cost of coverage for each seniority permanent part-time employee who is regularly scheduled to work twenty-four (24) or more hours per week, and their eligible dependents, for the drug, dental, extended health and out-of-province coverages provided to full-time employees. Part-time employees eligible for the above benefits may elect coverage upon obtaining seniority or a qualifying part-time

position and by December 15th the following calendar year. The election shall be for a minimum of one (1) year.

Part-time employees enrolled in the above benefits shall have their fifty percent (50%) contribution to the cost of coverage deducted from their wages. Employees who do not earn sufficient wages to cover their contributions must provide the Employer with their contributions when it is due. Sub-article 26.04 applies to part-time employees who are enrolled in benefits as long as the employee pays their contributions.

Part-time employees enrolled in the above benefits will not lose eligibility by virtue of their regularly scheduled hour being reduced by the Employer by twenty percent (20%) or less.

## **ARTICLE 27 - MILEAGE**

27.01 The Employer agrees to pay each employee thirty-two cents (32¢) per kilometre for each kilometre driven in the employee's own automobile on the Employer's business and when previously authorized to do so.

27.02 The Employer agrees to pay to seniority employees who are required to use their automobile in the performance of their duties, the difference between the employee's actual premium cost (excluding surcharges for accidents or convictions) for insurance on the employee's vehicle for driving to and from work (Class 2 or 3) and the actual premium cost for using the employee's vehicle for the purposes of the Employer for the following:

- (i) public liability and property damage insurance of \$1,000,000, including coverage for the carrying of passengers for compensation;
- (ii) collision coverage;
- (iii) comprehensive coverage.

To be eligible for the above, the employee shall provide evidence from their insurance agent of the cost of the above. In addition, the Employer may require that the employee provide three (3) written estimates of insurance - one estimate from an

agent of the Employers choice. The Employer shall only be required to reimburse to the lowest estimate.

In the event that the employment of the employee is terminated within twelve (12) months of obtaining the above coverage, the Employer shall be entitled to recover from any monies owing to the employee the pro rate share of this payment made to him/her.

## **ARTICLE 28 - BEREAVEMENT LEAVE**

- 28.01 Provided it is a scheduled working day the Employer will grant upon application by an employee five (5) days leave of absence with pay and without loss of seniority for an employee to grieve the death of an immediate relative. Immediate relative shall mean spouse (including common-law spouse), son, daughter, father, mother, step-son and step-daughter of the employee.
- 28.02 Provided it is a scheduled working day the Employer will grant upon application by an employee three (3) days leave of absence with pay and without the loss of seniority for an employee to grieve the death of the employee s mother-in-law or father-in-law, step-mother, step-father, brother, sister and grandchild.
- 28.03 Provided it ~~is~~ a scheduled working day, the Employer will grant upon application by an employee one (1) days leave of absence with pay and without loss of seniority for an employee to grieve the death of an employee s grandparent, step-brother, step-sister, sister-in-law and brother-in-law or to attend the funeral of a minor child s parent.
- 28.04 The employee shall not be entitled to the benefits set forth in this Article when he/she fails upon request to furnish the Employer with reasonable proof of death of the immediate relative.

- 28.05 Provided it is a scheduled working day the Employer will grant upon application by an employee four **(4)** hours leave of absence with pay and without loss of seniority for an employee to act as a pallbearer at a funeral. Such employee shall upon request furnish the Employer with reasonable proof of entitlement.

## **ARTICLE 29 - JURY DUTY AND CROWN WITNESS**

- 29.01 An employee who is required to serve and reports for jury duty or is subpoenaed to give evidence as a crown witness and attends the court in answer to the subpoena will be paid his/her regular rate of pay for the required absence from work during his/her regular working hours subject to the condition that the employee will pay to the Employer all monies received for said jury duty or as a Crown witness exclusive of travelling and meal allowances.
- 29.02 In order to receive payment under this Article, the employee must give the Employer prior notice that he/she has been summoned or subpoenaed and upon completion of this jury duty or witness service furnish to his/her Program Manager a satisfactory certificate showing the period of such service.
- 29.03 If an employee is scheduled to work the night shift between the hours of 12:00 midnight and 9:00 a.m. on the day on which such employee is to report for jury duty, he/she shall not be required to work such night shift on the day which he/she is to report and shall qualify for jury duty pay in accordance with this Article 29.

## **ARTICLE 30 - WAGE RATES AND CLASSIFICATIONS**

- 30.01 Attached to this Agreement and forming an integral part thereof shall be a Schedule A setting forth wage rates and classifications.

- 30.02 Employees shall be paid on the basis of a two-week pay period for work performed up to midnight on the second Saturday preceding pay day, including pay for any overtime hours worked in that pay period.
- 30.03 When an employee reports an error in their pay cheque, the Employer will investigate and where the error is verified, if requested, issue a separate cheque as soon as possible and within two (2) working days if the error is in the amount of \$25.00 or more.
- 30.04 Full-time and part-time employees shall be permitted to direct payment of their cheque in up to two (2) accounts in the banking facility of their choice. Authorization in writing including employee name, bank facility, account numbers and deposit amount shall be submitted to the Payroll Department two (2) weeks prior to the payroll deposit date.

#### **ARTICLE 31 - EMPLOYEE STATEMENTS**

- 31.01 The Employer shall supply quarterly to each full-time and part-time employee a statement of attendance for the previous quarter which shall include a statement of the accumulated credits for vacation days and sick days, and any shortages in accumulated credits must be brought to the attention of the employee's immediate supervisor within ten (10) days of receipt, failing which the same shall be binding upon the employee.

#### **ARTICLE 32 - JOINT HEALTH AND SAFETY COMMITTEE, LIAISON COMMITTEE AND RESOURCE COMMITTEE**

- 32.01 **The** parties shall establish and maintain a Joint Occupational Health and Safety Committee for those areas of the Employers operations which are regulated workplaces as defined in the **Occupational Health and Safety Act**. The structure, functions

and procedures of this Committee shall be as set out in the **Occupational Health and Safety Act**, as amended from time to time. The Committee shall be composed of two (2) representatives appointed by the Employer and two (2) employee representatives, one appointed by the Union and one elected from among the workers employed in the regulated workplace who shall be certified as an employee representative. Copies of all minutes of the Joint Occupational Health and Safety Committee shall be forwarded to the Secretary of the Union. A client selected from the regulated workplace shall be a non-voting member of the Committee.

32.02 The parties shall establish and maintain a Liaison Committee to ensure that the Employers Health and Safety Program is meeting the needs of both regulated and non-regulated workplaces. The function of this Committee will be to ensure a collective approach in developing an effective Program under the **Occupational Health and Safety Act** and to share information in a co-operative fashion in order to resolve disputes not dealt with by other Committees. The Employer shall provide the Liaison Committee with copies of all **Incident/Accident** Reports with respect to incidents involving employees which did cause or directly threatened injury to employees, within forty-eight (**48**) hours of becoming aware of such incidents(s). The Employer shall provide the Liaison Committee with copies of all monthly safety reports for all locations. Copies of all minutes of the Liaison Committee shall be forwarded to the Secretary of the Union.

32.03 The Liaison Committee shall be composed of two (2) Employer appointed representatives and two (2) employee representatives appointed by the Union, one from a vocational workplace and one from a residential workplace. At least one of the employee representatives must be a member of the Joint Occupational Health and Safety Committee. The Liaison Committee shall meet **bi-monthly** unless the Committee agrees otherwise.

- 32.04 The parties shall establish and maintain a Resource Committee, the terms of reference for which are set out in the Staff Handbook, to assist individual families and staff concerned in supporting people who at times may need special supports and arrangements. A responsibility of this Committee is to review all informational practices and procedures for people who are experiencing difficulties or challenging behaviours affecting the health and safety of staff or other persons being supported. The Joint Occupational Health and Safety Committee member appointed to the Liaison Committee shall also be recognized as a member of the Resource Committee. All members of the Committee must sign a Statement of Confidentiality. Failure to maintain confidentiality shall result in expulsion from the Committee.
- 32.05 The Resource Committee will provide guidance and consultative support to senior management, the Liaison Committee and the Joint Health and Safety Committee with respect to the following:
- Case Management Procedures
  - Incident Investigation Procedures
  - Emergency Response Procedures
  - Approve intervention Techniques and Programs
  - Worker Education Programs
- 32.06 Members of the Joint Health and Safety Committee, Liaison Committee and the Resource Committee shall **be** allowed time off with pay from time to time for the purpose of attending approved workshops to upgrade their safety training when directed to attend by the Employer or when mutually agreed to by the parties.
- 32.07 When protective devices or safety apparel are required by the provisions of the **Occupational Health and Safety Act** to properly protect employees, the same shall be provided by the Employer at no cost to employees and used by the employees



in accordance with the provisions of the **Occupational Health and Safety Act**. Recommendations made by the Health and Safety Committee, Liaison Committee and Resource Committee shall be forwarded in writing to the Executive Director, The Executive Director or his/her designate shall respond within twenty (20) days of receipt of the recommendation.

### **ARTICLE 33 - LETTER OF UNDERSTANDING**

33.01 The parties hereto agree that the Letters of Understanding attached hereto form part of this Agreement and are binding upon the parties hereto during the term of this Agreement.


### **ARTICLE 34 - EFFECTIVE DATE AND DURATION**

34.01 This Agreement shall continue in full force and effect until the 31st day of March, 2005, and unless either party gives to the other party written notice of termination or notice of desire to amend this Agreement in accordance with this Article, then it shall continue in effect for a further one (1) year period without amendment, and so on from year to year thereafter. Notice that either party intends to terminate this Agreement or that amendments are desired shall only be given within the period of ninety (90) days prior to the termination date. The notice that amendments are desired shall set forth the amendments proposed. If notice of termination or desire for amendments is given by either party, the parties agree to meet for the purpose of negotiations within fifteen (15) days of the giving of the notice or within such longer period as the parties shall mutually agree.

Executed by the parties at Windsor, Ontario, the 10th of January, 2003

COMMUNITY LIVING WINDSOR

THE CANADIAN UNION OF PUBLIC



A handwritten signature in cursive script, appearing to be initials or a first name, positioned above a horizontal line.



A handwritten signature in cursive script, clearly legible as "Linda Kaybaer", positioned above a horizontal line.

## SCHEDULE "A"

**WAGE SCHEDULE FOR BARGAINING UNIT EMPLOYEES**  
**EFFECTIVE APRIL 1, 2003**  
**(Inclusive of Any Pay Equity Increases Effective January 1, 2002)**  
**(Salary and Hourly Rates)**

<b>Classifications</b>	<b>Commencement</b>	<b>A</b>	<b>B</b>	<b>C</b>
Counsellor II	\$33,072 \$15.90/hr.	\$33,821 \$16.26/hr.	\$34,611 \$16.64/hr.	\$35,443 \$17.04/hr.
Counsellor I	\$30,722 \$14.77/hr.	\$31,408 \$15.10/hr.	\$32,115 \$15.44/hr.	\$32,926 \$15.83/hr.
Secretary	\$27,144 \$13.05/hr.	\$27,706 \$13.32/hr.	\$28,330 \$13.62/hr.	\$28,933 \$13.91/hr.
C.T.R.	\$25,688 \$12.35/hr.	\$26,416 \$12.70/hr.	\$26,915 \$12.94/hr.	\$27,477 \$13.21/hr.
F.T. Maintenance	\$24,336 \$11.70/hr.	\$24,856 \$11.95/hr.	\$25,376 \$12.20/hr.	\$26,000 \$12.50/hr.
F.T. Support Worker Assistant	\$22,526 \$10.83/hr.			
ET. Sleep In	\$18,803 \$ 9.04/hr.			
Program Co-ordinator II	\$34,986 \$16.82/hr.	\$35,755 \$17.19/hr.	\$36,546 \$17.57/hr.	\$37,378 \$17.97/hr.
Program Co-ordinator I	\$32,656 \$15.70/hr.	\$33,342 \$16.03/hr.	\$34,050 \$16.37/hr.	\$34,861 \$16.76/hr.
Substitute	\$13.74/hr.			
P.T. Sleep In	\$ 9.04/hr.			

Probationary employees 10% less than the established rate.

Within two (2) full pay periods following the date of ratification, employees shall be paid the following amounts by separate cheque and subject to required statutory deductions:

employees with 7 or more years seniority: \$1,230

employees with 3 years of seniority but less than 7 years seniority: \$615

employees with less than three (3) years seniority: \$384.

## SCHEDULE "A"

## WAGE SCHEDULE FOR BARGAINING UNIT EMPLOYEES

EFFECTIVE APRIL 1, 2004

(Inclusive of Any Pay Equity Increases Effective January 1,2002)

(Salary and Hourly Rates)

<b>Classifications</b>	<b>Commencement</b>	<b>A</b>	<b>B</b>	<b>C</b>
Counsellor II	\$33,488 \$16.10/hr.	\$34,237 \$16.46/hr.	\$35,027 \$16.84/hr.	\$35,859 \$17.24/hr.
Counsellor I	\$31,138 \$14.97/hr.	\$31,824 \$15.30/hr.	\$32,531 \$15.64/hr.	\$33,342 \$16.03/hr.
Secretary	\$27,560 \$13.25/hr.	\$28,122 \$13.52/hr.	\$28,746 \$13.82/hr.	\$29,349 \$14.11/hr.
C.T.R.	\$26,104 \$12.55/hr.	\$26,832 \$12.90/hr.	\$27,331 \$13.14/hr.	\$27,893 \$13.41/hr.
F.T. Maintenance	\$24,752 \$11.90/hr.	\$25,272 \$12.15/hr.	\$25,792 \$12.40/hr.	\$26,416 \$12.70/hr.
F.T. Support Worker Assistant	\$22,942 \$11.03/hr.			
ET. Sleep In	\$19219 \$ 9.24/hr.			
Program Co-ordinator II	\$35,402 \$17.02/hr.	\$36,171 \$17.39/hr.	\$36,962 \$17.77/hr.	\$37,794 \$18.17/hr.
Program Co-ordinator I	\$33,072 \$15.90/hr.	\$33,758 \$16.23/hr.	\$34,466 \$16.57/hr.	\$35,277 \$16.96/hr.
<b>Substitute</b>	\$13.94/hr.			
P.T. Sleep In	\$ 9.24/hr.			

Probationary employees 10% less than the established rate.

**Classification Factor:**

Support Worker II - (1) MRC, DSW or graduate or undergraduate degrees (including honours) and the following disciplines: Family Studies, Psychology, Sociology, Social Work, General Social Sciences, Nursing, Education, O.T.C., Human Kinetics, Occupational Therapy, Physical Therapy, General Health Studies or College Diploma: Child and Youth Workers, CCW, MRC, BST, DSW, ECE, Nursing (R.N.), Registered Nursing Assistant (R.N.A.), Sign Language Interpreter, Sign Language Communicator and any other that may be mutually agreed by the Labour Management Committee; or

- (2) After two (2) years of continuous full time service as a Support Worker I and successful completion of the Human Services Certificate course, a Full-time Support Worker I will move to the Full-time Support Worker II A rate;

When a part-time employee transfers to a full-time Support Worker II position, Article 15 will be utilized to determine the employee's full-time seniority for moving up to a Support Worker II position; or

- (3) After four (4) years of continuous full-time service as a Support Worker I and completion of a recognized program in basic pharmacology, behavioral management and nutrition, the employee will be moved to the Support Worker II A rate; or
- (4) After six (6) years of continuous full-time service as a Support Worker I, the employee will be moved to the Support Worker II A rate.

Effective April 1, 2001, part-time staff shall start at the commencement rate of Support Worker I and continue through the grid every two (2) years. After two (2) years at the C rate, they shall move to commencement rate of Support Worker II and continue up the grid every two (2) years.

**Experience Factor:**

For each employee hired during the term of this Agreement the wage rate established at the time of appointment will include consideration for credit for prior employment experience.

For credit purposes, experience must be relevant to the duties of the position and additional to experience which represents qualifications of the appointee for his/her duties and position.

The maximum and minimum credit shall be equivalent to A rate for the position to which he/she is appointed.

**Length of Service Factor:**

Each classification in the Bargaining Unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his/her first, second and third anniversary date in his/her position but will be subject to a satisfactory job performance appraisal.

The successive increase in rates reward the increased productivity and value of the employee with practical experience within the Association.

## LETTERS OF UNDERSTANDING

The following ten (10) Letters of Understanding are deemed to be from the Employer to the President of Local 2345 of The Canadian Union of Public Employees:

### **#1 RE: THE EDUCATIONAL ASSISTANCE**

This Letter will confirm the undertaking of the Association to provide educational assistance to employees in accordance with the following standards:

- (1) The employee must have at least one (1) years seniority.
- (2) The employee must apply to the operations Director his/her designate prior to registration for approval to take a course of studies related to the employees job and being given by an accredited educational institute. The course of study shall not conflict with the employees schedule of work with the Association.
- (3) The Operations Director or his/her designate must give his/her decision to the employee in writing within fourteen (14) calendar days.
- (4) Upon proof of being supplied by the employee to the Operations Director or his/her designate of the successful completion of a course of studies, or, where such course of studies extends over a period of more than one (1) year, of the successful completion of each semester of such course of studies, the Association will reimburse the employees all legitimate and required expenses for tuition fees, books and course materials.

### **#2 RE: NEW PROGRAMS**

This is to confirm that during negotiations the parties had discussions with respect to new programs that may be

operated by the Employer and the impact of new service provision models and individualized funding on the work of the members of the bargaining unit.

As discussed, it is not the intention of the Employer to open new programs and contract out work.

To this end, the Employer agrees that when it makes a decision to open a new program, it will use bargaining unit employees to staff the program.

However, this agreement does not cover situations where individuals, groups or the Government make independent decisions to open and operate their own programs or support arrangements and only contract with the Employer to provide support services which do not include providing staff.

It is agreed that an individual's Plan of Care or Individual Service Agreement determines the appropriateness of the support that best serves the individual and controls the terms of the Employer's involvement as a support provider and may change from time to time at the discretion of the individual, their family and planning agent.

The Employer also agrees that when the Employer is selected as the support provider under the terms of a Plan of Care or Service Agreement (support provider means the provision of primary direct care in daily living needs or special assistance not provided by generic community services) on behalf of any individual, the Employer will only use bargaining unit employees to provide such services.

### **#3 RE: COLLECTIVE AGREEMENT**

This letter will confirm the agreement of the parties given during our recent negotiations that the parties will share equally the cost of preparing copies of the new Collective Agreement in a sufficient number to provide each employee with a copy



including those hired during the term of the Agreement, and a reasonable number for the use of the Union. The parties agree to have the Collective Agreement printed by a unionized print shop.

**#4 RE: EMPLOYEE ASSISTANCE PROGRAM**

This letter will ensure the undertaking given by the Employer during negotiations for this Agreement that during the term of this Agreement the Committee appointed by the Employer will continue to meet with a Committee from the Union to discuss the implementation of the employee assistance program. Employees on the Union Committee, while meeting with the Employers representatives during regular working hours, shall suffer no loss of wages, benefits and seniority.

**#5 RE: WORKLOAD**

The Employer recognizes that workload problems may interfere with the quality of services we provide to the individuals we support. The parties are committed to addressing workload issues through the Labour Management Committee.

**#6 RE: WAGE RATES**

This is to confirm that notwithstanding the contents of Schedule A of this Collective Agreement, the Employer agrees that in the event it actually receives increased payments from the Government of Ontario over and above what is required to fund the increases in the Collective Agreement, that are either assigned to or available for wage enhancements, it will distribute these funds on an equitable basis to all employees of the Association, following consultation with the Labour/Management Committee.

**#7 RE : STAFFING**

Further to our discussions during negotiations, this is to confirm

that it is the policy of the Association to staff its Homes with as many full-time positions as possible, keeping in mind the changing needs of our clients and budgetary restrictions.

To this end, while the Association cannot guarantee the continuation of the current number of full-time positions, it will make its best efforts to preserve as many full-time positions as possible while at the same time reacting to changing client needs and budgetary restrictions.

Should the Association find it necessary to reduce the number of full-time positions, it will bring this issue to the Labour/Management Committee for discussion prior to implementing such reductions.

## **#8 RE: INDIVIDUALIZED FUNDED POSITIONS**

**WHEREAS** the Employer and the Union are parties to a Collective Agreement;

**AND WHEREAS** the Employer has been approached by representatives of individuals with disabilities who are receiving individual support funding and who have requested the Employer to provide support;

**AND WHEREAS** the Employer and the Union has agreed to utilize employees of the Employer represented by the Union to provide support through the institution of Individualized Funded Positions:

**AND WHEREAS** the Employer and the Union recognize the need to provide support while respecting and understanding that this support is being provided in the individual's home and under terms and conditions set by the individual and his or her family;

**WITNESSETH** therefore that in consideration of the mutual covenants contained herein the parties hereto agree as follows: dues or assessments from employees salaries in

1. In this Agreement the term Individualized Funded Positions (hereinafter I.F. Positions ) shall mean a full-time or part-time position established by the Employer as a result of an Agreement between the Employer and representatives of individually funded person for the purpose of providing support to that individual.
  
2. Where the Employer decides to establish an I.F. Position, the I.F. Position shall be posted on a yellow form, pursuant to the provisions of Article 17 of the Collective Agreement and all of the provisions of that Article shall apply to the posting except as modified as follows:
  - (i) I.F. Positions will be open to application by all bargaining unit employees or any person then employed by the individually funded person to provide primary developmental services;
  
  - (ii) The I.F. Position will be awarded to the applicant selected by the Employer and Representatives of the individual, based on suitability and compatibility with the individual. The decision of the Employer in this regard shall be in its sole discretion and may not be the subject of a grievance by an employee or the Union.
  
  - (iii) Where there are no applicants or no successful applicants for the posted I.F. Position, the Employer may fill the position in such manner as it sees fit.
  
3. In the event that an I.F. Position is awarded to a part-time or substitute bargaining unit employee, such employee shall be permitted to retain their previous non-I.F. Position provided that the total hours of work of that employee in a week do not exceed forty-four(44) hours and provided that the hours of work of the I.F. Position

can be reasonably accommodated by the Employer in scheduling the part-time or substitute employee in their other bargaining unit position. The combination of hours of work shall not be used by an employee to establish entitlement to benefits or other full-time rights and privileges under the Collective Agreement.

4. The Employer shall institute and maintain a seniority list, separate from the bargaining unit wide seniority list, for persons employed in I.F. Positions.
5. Employees who post into I.F. Positions shall maintain their previous bargaining unit wide seniority for the duration of the I.F. Position but shall not accumulate further bargaining unit wide seniority while employed in an I.F. Position.
6. Seniority accrued by an employee as a result of work in an I.F. Position shall not be considered for the purpose of a job posting for a non-I.F. Position.
7. Notwithstanding any of the provisions of the Collective Agreement, an I.F. Position itself or an employees employment in such a position may be cancelled by the Employer at any time. Such cancellation shall not be the subject matter of a grievance by the employee or the Union.
8. In the event of such a cancellation, the following procedure shall apply:
  - (i) An employee in an I.F. Position who also has bargaining unit wide seniority, shall be deemed to be laid off and shall have the right to displace other employees in non-I.F. Positions pursuant to the provisions of sub-article 15.07 of the Collective Agreement. Only accrued bargaining

unit wide seniority shall be considered in determining the employee's displacement rights;

- (ii) An employee in an I.F. Position who has no bargaining unit wide seniority shall be placed at the bottom of the bargaining unit wide seniority list as a substitute employee.
9. Notwithstanding any of the provisions of the Collective Agreement, employees laid off from non-I.F. Positions shall have no right to displace employees in I.F. Positions nor shall an employee in an I.F. Position have the right to displace an employee in another I.F. Position.
  10. Persons employed in I.F. Positions shall be paid at the appropriate Support Worker rate of pay for the type of work being performed.
  11. Notwithstanding the provisions of Article 22 the Employer shall establish an appropriate call-in list for I.F. Positions. This list shall be developed using the names of individuals who have expressed an interest in being included in same. The Employer shall assign call-in hours on a seniority basis.
  12. All of the provisions of the current Collective Agreement between the parties shall apply to persons employed in I.F. Positions except as modified or amended by this Agreement.
  13. The parties shall meet to discuss amendments or additions to this Agreement upon the request of the other party.

**#9 RE: MULTIPLE EMPLOYER PENSION PLAN**

Notwithstanding the provisions of sub-article 26.02 of the Collective Agreement, the Employer agrees to become a

participating employer in the Union's Multi-Sector Pension Plan (the Plan), within ninety (90) days following the complete satisfaction by the Union of the following conditions:

1. The Union shall provide the Employer with confirmation in writing that the Plan has been accepted by the Financial Services Commission of Ontario as a Registered Pension Plan, under the *Pension Benefits Act*.
2. The Union shall provide the Employer with written confirmation that the Trustees of the Pension Plan have agreed to the following:
  - (i) that the Employers obligation to remit contributions under the Plan is limited to contributions for seniority full-time bargaining unit employees and seniority part-time bargaining unit employees with 2,000 hours of service;
  - (ii) that access to the Employers payroll records will be limited to records with respect to bargaining unit employee in the Pension Plan and shall only be exercised upon the provision of reasonable notice to the Employer;
  - (iii) that the Pension Plan's delinquency/penalty clauses shall not apply to remittance errors made by the Employer which are rectified within a reasonable period of time or to remittance errors arising from incomplete or inaccurate information provided by employees;
  - (iv) that the Employer shall not only be obligated to provide to the Pension Plan information with respect to hours worked by employees in the Plan for the period for which the Employer has retained such records.

3. The Union shall advise the Employer in writing as to the amount of the mandatory contributions to be made by employees to the Pension Plan and also shall advise all bargaining unit employees in writing as to these mandatory contributions and as to the information that employees are required to provide to the Employer pursuant to the provisions of the Plan.
4. Following compliance by the Union with all of the above, sub-article 26.02 of the Collective Agreement shall be deemed to be amended to read as follows:

26.02 In this sub-article, the terms used shall have the following meanings as described:

**“Plan”** means the Multi-Sector Pension Plan as registered with the Financial Services Commission of Ontario.

**“Applicable Wages”** means the basic straight time wages for all hours worked and in addition

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

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

**“Eligible Employee”** means seniority full-time employees and part-time seniority employees with 2,000 hours of service.

5. Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period and

amount equal to two percent (2%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.

6. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
7. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the **Pension Benefits Act**, R.S.O. 1990, Ch. P-8, as amended, and **Income Tax Act** (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.
8. For further specificity, the items required for each eligible employee by this sub-article shall include:
  - (i) to be provided once only at Plan commencement:
    - Date of hire
    - Date of birth
    - Date of first contribution
    - Seniority list to include hours from date of hire.
    - The employee's date of entry into the Plan (for the purpose of calculating past service credit and only to the extent that such records remain in the Employer's possession)
    - Gender
  - (ii) to be provided with each remittance:
    - Name



Social Insurance Number  
Monthly remittance  
Pensionable earnings  
Year to date contributions  
Employer portion of arrears owing due to error, or late enrollment by the Employer

(iii) to be provided initially and as status changes:  
Full address termination date where applicable  
Marital status.

9. Subject only to the continued application of the confirmations provided to the Employer by the Union in the Letter of Understanding with respect to the Pension Plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form as provided to the Employer.
10. The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of the benefits provided by the Plan, or be responsible for providing any such benefits.

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or

regulations be changed so that the Employers obligations to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

## **#10 RE: SCHEDULING**

This Letter is to confirm the parties discussions at negotiations with respect to the Employer scheduling *non-sleep-in* full-time employees to work in excess of eight (**8**) hours in a day and scheduling split shifts.

1. In the case of any full-time position, the Employer may only regularly schedule an employee to work in excess of eight (**8**) hours in a day with the agreement of the Labour/Management Committee and the employee involved.
2. In the case of full-time positions, the Employer may only schedule an employee to work split shifts with the agreement of the Labour/Management Committee and the employee involved.
3. In no event shall a split shift be less than eight (8) total hours in a day for the full-time employee and six (6) total hours in a day for a part-time employee. Each part of the split shift shall not be less than three (3) consecutive hours in duration.
4. Nothing in this Letter shall be construed as limiting the Employer's right under the Collective Agreement to reduce or change an employee's hours of work.

**LETTER OF INTENT**

**(Retiree Benefits)**

Further to our discussions during negotiations, this is to confirm that the Employer and the Union have agreed to bring the issue of retiree benefits to the Labour Management Committee for discussion.

This will also confirm that the Employer will take any agreements reached by the Committee with respect to this issue to its Board of Directors and will recommend ratification of same by the Board.

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