

# Collective Agreement

between

Rygiel Supports for Community Living  
(hereinafter referred to as the "Employer")

and

***CUPE***

The Canadian Union of Public Employees,  
and its Local 4967  
(hereinafter referred to as the "Union")

For the Period: April 1, 2015 to March 31, 2016

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## **Article 1 - Purpose**

- 1.01** Whereas the purpose of this Agreement is to maintain the existing harmonious relationship and settled conditions of employment between the agency and its employees and provide means for proper disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit all as set forth in this Agreement.

## **Article 2 - Recognition**

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of Rygiel Supports for Community Living in the regional municipality of Hamilton-Wentworth save and except Consultant Occupational Therapist, Secretary to the Executive Director, Payroll Clerk, College Placement Students and High School Students on an academic programme, Co-op Students, Supervisors, and those above the rank Supervisor.
- 2.02** The term "employee" or "employees" as used in this Agreement shall mean any persons are included in the above defined bargaining unit.
- 2.03** For the purpose of this Agreement a part time employee shall be defined as an employee who regularly works less than twenty-four (24) hours per week
- 2.04** Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.
- 2.05** Both parties agree not to discriminate on the basis of an employee's membership or activity in the Union.
- 2.06** The Employer shall not require any employee to make a written or verbal agreement contrary to this Collective Agreement unless approval is given by the Union.
- 2.07** a) Full time Employee
- A full time employee is defined as one who is regularly scheduled to work 40 hours per week
- b) Short Week Employee
- A short week employee is defined as one who is regularly scheduled to work between 24 up to 40 hours per week.

c) Part time Employee

A part time employee is defined as one who is regularly scheduled to work less than 24 hours per week.

**2.08 Legal Indemnity (Legal Liability)**

An employee shall be covered by Rygiel Supports for Community Living's liability insurance for indemnification of legal expenses incurred for litigation arising from the employee's duties for Rygiel Supports for Community Living, subject to the terms and conditions of the policy.

**Article 3 - Management Rights**

**3.01** The Union recognizes and acknowledges that the management of the agency and direction of the work force are fixed exclusively by the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:

- a) Order, discipline and efficiently govern the conduct of employees, establish and enforce reasonable rules and regulations, Human Resources Policies necessary therefore but such rules and regulations shall not be inconsistent with the provisions of this agreement. It agreed that prior to altering the present rules and regulations or making new rules and regulations, the Employer will inform the Unit Chairperson of such alteration or changes.
- b) Hire, discharge, transfer, promote, demote, classify, or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, classification or claim that an employee who completed his/her probationary period and has been discharged, suspended or disciplined without a just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- c) Maintain order and efficiency.
- d) Determine the nature and kind of business conducted by the Employer, the kind and locations of operations, equipment and materials used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailments, or cessation of operations or any part thereof.

**3.02** The functions of the Employer shall be exercised in a manner consistent with the provisions of this collective agreement, and all applicable legislation.

## **Article 4 - Union Representation**

- 4.01** The Employer acknowledges the right of the Union to have a President and a Chief Steward, in addition to stewards.
- 4.02** a) The rights of stewards to leave their work without loss of pay to investigate or adjust grievances in their own department or a steward in another department in the absence of the regular steward is granted on the following conditions:
- i) The steward shall obtain the permission of his/her supervisor before leaving his/her work. Such permission shall not be unreasonably withheld.
  - ii) The time off shall be devoted to the prompt handling of grievances.
  - iii) If a disciplinary meeting is to be held, the Employer will inform the employee, prior, of their right to have a union steward present during a disciplinary meeting.
- 4.03** The Union shall notify the Employer in writing of the name of each steward and the name of the President and Chief Steward before the Employer shall be required to recognize them.
- 4.04** The Employer agrees to recognize a Grievance Committee comprised of the Chief Steward or the President (not both), a steward and a representative of the Canadian Union of Public Employees.
- 4.05** A Union Bargaining Committee shall be determined by the Union and consist of not more than three (3) members of the Union and up to five (5) provided that the two additional members come from different classifications. The Union will advise the Employer of the union members of the committee.
- 4.06** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 4.07** In it is understood that the President must be an employee of the Employer.
- 4.08** The Employer and the Union are jointly committed to re-integrating employees who have suffered a permanent full or partial injury or illness, back into the workplace. The Employer will work with the employee to identify work suitable for that employee returning to work and requiring accommodation.

The Employer and the Union agree that employees who have been off work due to injury, accident or illness resulting in temporary/permanent impairment or disability should be returned to active employment as quickly as possible.

The Employee may notify the Union prior to returning to work on a modified return to work program should they wish Union involvement in any planning meetings. The purpose of the meetings will be to review employment possibilities for these employees and to identify positions to which they could return, as supported by medical documentation.

The Employer shall notify the Union at each Labour Relations meeting of the employees who have returned to work on a modified program.

The Employer agrees to supply the Union with a copy of the WSIB Employer Report & Accidental Injury or Industrial Disease Form at the same time as the form is sent to the Board in accordance with the Occupational Health and Safety Act – Accident Notices and Reports under section 51 – 53.

**4.09** The Employer and the Union recognize their respective and joint obligations to provide and maintain a safe and healthy workplace.

Workplace violence policy will be reviewed annually and amended jointly, if possible by the Labour Management Committee.

#### **4.10 Violence in the Workplace**

1. The Employer shall comply with the Occupational Health and Safety Act (OHS) and its Regulations.
2. The Employer and the Union recognize their respective and joint obligations to provide and maintain a safe and healthy workplace.
3. The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace. Violence refers to any conduct directed toward a staff member that hurts or causes harm through verbal, physical, sexual and psychological means. Workplace violence involves any incident where an employee is abused, threatened, or assaulted during the course of his/her employment. This includes, but not limited to the application of force, threats with or without a weapon, and verbal abuse.
4. Where such risk is known to exist, the Employer shall in consultation with the Health and Safety Representative:
  - a) perform risk assessments and review when necessary.

- b) clearly inform employees of the potential for physical violence or verbal abuse.
  - c) provide training that enables staff to deliver appropriate relevant support and promotes safety to all parties.
  - d) make available to an employee – immediate defusing, debriefing, medical attention and /or post traumatic counselling to employees who have suffered as a result of workplace violence.
5. When an employee has suffered violence in the workplace, the Employer and the Health and Safety Representative will immediately investigate the situation in accordance with the steps outlined in the Rygiel Accident/Incident (Injury/Illness) Report Policy and /or any other legislated requirements/guidelines.
  6. The Employer will provide the Union on a monthly basis and/or at Labour Relations Meetings, a list of all Workplace Violence incidents or as prescribed by the OHSA and its regulations.
  7. The Employer will maintain a current Workplace Violence Prevention Program Policy which will be reviewed annually and updated/amended jointly by the parties.

## **Article 5 - Union Security**

- 5.01** The Employer shall deduct from every employee, upon completion of thirty (30) days of employment any union dues, levied by the Union on its members.
- 5.02** Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, no later than the twentieth (20th) day of that month following, accompanied by a list of the names of all employees from whose wages deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Local Union.
- 5.03 T4 Slips**
- Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **Article 6 - Employer and Union Shall Acquaint Potential Employees**

- 6.01** The Employer agrees to inform employees with the fact that a Collective Agreement is in effect and to give a copy of the Collective Agreement and Benefits Handbook to the employee along with the names of the President, Chief Steward and stewards. The Employer, on a monthly basis shall forward to the Union a list of new employees.

## **Article 7 - No Strikes, No Lockouts**

- 7.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Employer agrees that there will be no lockout. The words "strike" and lockout" shall be defined as in the *Ontario Labour Relations Act* as amended from time to time.

## **Article 8 - Grievance Procedure**

- 8.01** A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

### **8.02 Step 1**

An employee who believes that he/she has a justifiable grievance, shall so inform his/her Departmental Director within 2 days of the event giving rise to the grievance or ought to have been aware of the event giving rise to the grievance. The grievance shall be in writing signed by the griever. The Departmental Director shall review the grievance and render a decision in writing within 5 working days from the date on which the grievance was presented to the Departmental Director.

### **8.03 Step 2**

Failing satisfactory settlement at Step 1, the grievance shall be referred to the Executive Director by the Union Grievance Committee within five (5) working days following the expiration of the time limits in Step 1. The Executive Director or designate shall convene a meeting of the parties to consider the grievance within five (5) working days of filing the grievance at Step 2. Following such meeting the Executive Director or designate shall have five (5) working days from the date of such meeting to render a decision in writing.

- 8.04** An employee, who has been suspended, terminated, or notified of his termination may submit a grievance directly to Step 2, in accordance with



the provision of Clause 8:03.

**8.05** Step 2 grievances must be presented in writing within five (5) working days from the date of incident giving rise to the grievance.

**8.06** a) Any grievance instituted by management may be referred in writing to the Union Grievance Committee within five (5) working days of the occurrence of the circumstances giving rise to the grievance. The parties shall meet within two (2) working days thereafter with management to consider the grievance or such time as is mutually agreeable to both parties. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration at any time within ten (10) calendar days thereafter, but not later.

b) A union policy grievance is defined as an alleged violation of the agreement covering all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve.

Such grievance must be submitted to the Executive Director within five (5) working days of the occurrence of the circumstances giving rise to the grievance. The parties shall meet within two (2) working days thereafter with management to consider the grievance or such time as is mutually agreeable to both parties.

If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration at any time within ten (10) calendar days thereafter but not later.

**8.07** Whenever an employee receives a written warning, the Employer shall provide particulars to the employee and the Employer will also note at the bottom of the written warning the following:

"You have the right to discuss this matter with your Union."

**8.08** The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand.

**8.09 Discharge or Suspension Cases**

Notwithstanding anything in this Agreement, no dispute as to the suspension or discharge of an employee who has not completed the probationary period shall be considered under the grievance procedure or

otherwise as such suspension or discharge will be in the sole discretion of management and will not constitute a dispute between the parties. This provision does not apply if the dispute involves an alleged breach of the *Human Rights Code*.

- 8.10** Where there is an allegation of abuse, the person who is accused of abuse may have the right to a Union steward, if requested, during the interview of that person.
- 8.11** Where the Employer finds it necessary to issue a written disciplinary warning, suspension or discharge to an employee, a copy of such disciplinary action (signed by their supervisor or his/her delegate), shall be furnished to the employee with a copy delivered to the President of the Local Union.

## **Article 9 - Arbitration**

- 9.01** a) A request for arbitration must be made within thirty (30) days after receiving the answer at Step 2 and no later.
- b) When either party request that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial chairperson.
- 9.02** If the recipient of the notice fails to appoint an arbitrator or if the two nominees fail to agree upon a chairperson, the appointment shall be made by the Minister of Labour upon the request of either party.
- 9.03** The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.04** The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employee. In the event there is no majority decision, the decision of the chairperson shall be the decision of the Board.
- 9.05** Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

## **9.06 Expenses of the Board**

Each party shall pay:

1. The fees and expenses of the Nominee it appoints.
2. One-half (1/2) of the fees and expenses of the chairperson.

**9.07** The time limits fixed in both the grievance and arbitration procedure may be extended by mutual written consent of the parties.

**9.08** For the purpose of this Agreement the words "working days" shall not include Saturdays, Sundays, or paid statutory holidays.

## **Article 10 - Seniority**

**10.01** Seniority is defined as the length of service in the bargaining unit and shall include service in the bargaining unit with the Employer prior to certification.

Subject to Article 11:03 seniority shall be used in determining preference for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in the other provisions of this Agreement. Seniority shall operate on a residential care programme basis or service staff basis as the case may be.

**10.02** Employees who regularly work less than five (5) days a week and forty (40) hours per week shall have their seniority calculated on the following basis:

1950 hours of work = one (1) year of seniority.

It is understood that s/o (sleepover) shifts shall be calculated as per Article 13.01, it is also understood that an employee cannot accumulate more than one (1) year of seniority per calendar year.

**10.03** A seniority list showing the names of the employees and their most recent date of hire will be posted on the bulletin board at 1550 Upper James Street and distributed to all other locations within thirty (30) days of the commencement date of this Agreement and brought up to date annually thereafter. At the time of initial posting and subsequent revision, a copy of the seniority list shall be given to the local President. If no written protest is received by the Director of Human Resources within thirty (30) days of the date posted, such list shall be deemed correct.

It is understood that there shall be one (1) seniority list for full-time and short week employees, and one (1) seniority list for part-time employees.

**10.04** An employee shall not have seniority rights and will be on probation until after such time as he/she has completed sixty (60) days of work. The Employer and the Union agree to an extension of the probationary period for a specified period of time. Upon completion of the probationary period, seniority shall date back to the original date of hire.

**10.05** a) An employee shall retain seniority, but shall not accumulate seniority if he/she is absent from work in excess of thirty (30) days because of layoff, or leave of absence approved by the Employer.

This provision shall apply if the absence is for eighteen (18) months or less. At the end of eighteen (18) months, the employment status of the employee shall be reviewed.

b) An employee who is absent from work due to accident, disability or sickness and an employee who is injured at work will continue to accumulate seniority while off on Workplace Safety and Insurance Board (WSIB) benefits for the following purposes, namely job postings, vacation scheduling preference, call-in, layoff and recall.

**10.06** Seniority shall terminate and an employee shall cease to be an employee when he/she:

1. is discharged for just cause and not reinstated;
2. resigns or retires;
3. subject to Article 10:05, is off work for a continuous period of eighteen (18) months;
4. fails to report to work within five (5) working days after being notified by the Employer of recall;
5. fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
6. is absent from work without permission for three (3) consecutive days unless an explanation satisfactory to the Employer is given by the employee.

**10.07** a) The Employer will notify the local President as far as possible in advance of any impending layoffs.

b) Layoff and recall shall be on a residential care programme basis or department service staff basis as the case may be, and shall be based on

the following factors:

- i) seniority and;
- ii) skill, ability, and knowledge.

All employees who are on layoff will be given job opportunity in the bargaining unit before any new staff is hired providing however, that the factors set out in b) are met.

- 10.08** a) No employee shall be transferred to a position outside the bargaining unit without his/her consent. Subject to b) below, if an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit.
- b) It is understood that no employee will be out of the bargaining unit for more than six months in order to have their seniority retained. If the employee is not returned to the bargaining unit prior to the expiration of the sixth month, the employee will forfeit any seniority formerly earned in the bargaining unit and not have the opportunity to return to their previous position which will be posted.

- 10.09** Where the Employer wishes to use contract workers, before doing so the Employer agrees to discuss this with the Union to see if there are any practical alternatives.

The Employer agrees that no employee shall suffer a loss of income or a reduction in hours as result of the Employer contracting out work or services normally performed by bargaining unit members.

## **Article 11 - Job Posting**

### **11.01 Temporary Vacancies**

Temporary Vacancies will be posted as a result of one of the following conditions:

- a) Maternity/Parental or Medical Leave: The term of the temporary posting shall be for the term of the illness or maternity/parental leave but shall not exceed twelve (12) continuous months.
- b) Leave of Absence: The term of the temporary posting for leave of absence shall not exceed twelve (12) months.
- c) Illness/WSIB: The term of the temporary posting for leave of absence shall not exceed twelve (12) continuous months.

The Employer agrees to notify the Union, a minimum of 14 calendar days in advance of its desire to extend the time limits for a temporary posting, if possible. Approval for such extension shall be by mutual consent, of the parties.

Vacancies created as the result of an Employee being absent due to one of the foregoing conditions shall be posted and filled when it is reasonable to expect that the vacancy may extend beyond eight (8) weeks.

The temporary position shall be filled in accordance with 15.03

Any Employee who requests to be returned to their former position shall not prejudice their applications for future promotions or transfers.

An Employee filling a temporary position shall be provided a minimum of 2 weeks' notice, if the temporary position terminated prior to the expected end date such notice shall be copied to the Union.

**11.02** In the event permanent new jobs are created or a permanent vacancy occurs in existing classifications, the Employer will post all new jobs or vacancies within the bargaining unit for a period of seven (7) working days.

A permanent vacancy is defined as a vacancy which is in excess of three (3) months unless the absence is due to maternity leave, personal leave, parental leave or work related injury, in which case this shall not be considered a permanent vacancy and the job need not be posted. The time limits herein may in other cases be extended by mutual consent.

Part time vacancies need not be posted. However, any employee wishing to increase or decrease his/her hours of work will make such a request in writing to the Director of Human Resources. When a part time vacancy becomes available, the Employer will consider the written application in accordance with the criteria set out in Article 11:03.

**11.03** Such notice shall contain the following information:

Qualifications, classification, rate of pay, and residential programme area or department concerned, hours of work, required knowledge, and education, skills, and shift.

Such qualifications may not be established in an arbitrary or discriminatory fashion.

**11.04** a) In the event one (1) or more employees apply the Employer shall consider:

- i) seniority and;
  - ii) skill, ability, and knowledge
- b) Subject to c), it is understood that where the qualifications are relatively equal, then seniority will govern. In the evaluation of an employee's qualifications, the Employer shall be the judge provided however, if an employee believes the proper consideration of his/her qualifications has not been given; he/she may file a grievance under the provisions of Article 8 claiming that the Employer acted in an arbitrary and discriminatory manner.
- c) In cases of a lateral move in the same classification, providing the employee has the requisite skill, ability, knowledge as set out in b) above, seniority will govern.
- d) The Employer will inform the Union, in writing, of the name of the successful applicant.

**11.05** The successful applicant shall be placed on trial for a period of sixty (60) days or longer by mutual consent between the Employer and the Union. Conditional on satisfactory service the employee shall be declared permanent after the trial period. Upon successful completion of the trial period, the employee will be placed at the next higher rate (compared to his/her present rate) as per past practice (should this new position be in a higher classification from the previous job), and paid retroactive to but not including the thirtieth day of the trial period.

In the event the employee proves unsatisfactory in the position during the trial period or the employee wishes to return to his/her former position during the trial period, he/she shall be returned to his/her former position and wage without loss of seniority.

**11.06** Only the original vacancy need be posted.

**11.07 Qualifications**

Should job qualifications change, bargaining unit members will be deemed qualified in their current positions.

If the government requires that employees possess certain qualifications to do existing jobs, the Employer will deem the employees in possession of the existing jobs to be qualified to perform their current jobs, unless prohibited by the legislation or governmental requirement.

**11.08** There will be no requirement for any bargaining unit employee employed to become a member of a College, unless required by a Ministry directive,

regulation or legislation.

## **11.09 Notices and Disclosure**

The Employer shall give the Union notice, within 24 hours, in writing in the event the Ministry is reducing and/or closing any services or supports currently provided by Rygiel Supports for Community Living. The Employer and the Union shall meet shortly thereafter to discuss impacts on the job security of the bargaining unit members.

## **Article 12 - Hours of Work**

- 12.01** a) Nothing herein shall constitute a guarantee of hours of work per day or per week or number of days per week.
- b) The regular hours of work shall be up to eighty (80) hours within a pay period inclusive of a half (1/2) hour paid lunch.
- 12.02** Employees working a full eight (8) hour shift shall have two (2) ten (10) minute coffee breaks at a time designated by the Employer.
- 12.03** It is understood that Article 12:01 b) does not apply to part time employees except that a part time employee will be entitled to one (1) ten (10) minute coffee break each half (1/2) shift worked.
- 12.04** Employees who are required to rotate will be rotated on an equitable basis. This provision does not apply to part time employees.
- 12.05** It is understood that no employee shall be required to work more than seven (7) days continuously unless an emergency situation exists. Should the employee be required to work more than seven (7) days continuously, he/she shall be paid at overtime rates.
- 12.06** a) Work schedules for all employees shall be posted at least four (4) weeks in advance and remain posted for the duration of the schedule.
- Such schedules will be for a six (6) week period.
- b) Requests for exchanges of days off or shifts between employees will be made in writing and co-signed by the employees and shall be approved by the Service Coordinator or his/her designate which approval shall not be unreasonably denied, subject to the efficient operation of the agency. No additional cost to the Agency shall result from such an exchange.
- c) Where two weeks' notice of change in schedules is not given, and the Employer requires the employee to report, the employer will pay such



employee an additional two (2) hours at regular rates in addition to the hours actually worked by the employee.

It is understood however, that where such change is for more than one (1) day, the above provision shall apply only to the first day. It is also understood that this provision does not apply to part time employees.

**12.07** No employee shall be required to work more than three (3) weekends per month. The Employer will attempt to provide more frequent weekends off where possible. It is understood that this provision does not apply to part time employees.

**12.08 Call In**

Where it is necessary to call in employees for a particular work location, employees will be called in on the basis of seniority and their availability providing: it is their permanent work location and/or they have been trained/orientated to this location. This will not result in overtime payment.

## **Article 13 - Sleepovers**

**13.01** Employees required to sleepover will be paid according to the wage scale attached.

The flat rate will apply unless the employee was disrupted during the night to tend to the needs of a sick resident. In such cases the employee will be paid for the time so lost at regular rates or overtime rates as the case may be. The Employee must report to the supervisor immediately upon getting up.

For the purpose of wage increments, promotions, layoffs, recall, seniority shall accumulate at the rate of eight (8) hours per sleepover.

For the purpose of sick leave and vacation accumulation seniority shall accumulate, on the basis of four (4) hours per sleepover.

**13.02** No employee shall be required to perform sleepovers as a condition of employment except as otherwise mutually agreed.

## **Article 14 - Wages and Job Classification**

**14.01** The classifications and the rates of pay for each classification shall be those as set out in Appendix "A" attached.

**14.02** a) When a job classification is created or where this is a significant modification to the essential duties of the job, the Union shall be given

prior notice in writing;

- b) If the local union challenges the rate, it shall have the right to request, in writing, a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. A request must be made within ten (10) working days after the receipt of notice from the Employer of such new occupational changed rate;
- c) If the parties are unable to agree, the dispute concerning the new rate maybe submitted to arbitration as provided in the Agreement within twenty (20) working days of such meeting. The decision of the Board of Arbitration, or the Arbitrator, as the case may be, shall be based upon a comparison with the rates for other classifications within the establishment having regard to the nature of the work and the requirements of such classification.

- 14.03** If in the opinion of the Employer, a new employee has by reason of previous experience sufficient skill, the Employer may at any time up to the end of the probationary period, credit such previous experience so that it reflects in the rate of pay.
- 14.04** When an employee, at the request of the Employer, temporarily relieves and performs the principle duties of a higher classification for a period in excess of two (2) hours or more, he/she shall receive the rate of pay for the higher classification. In such cases, payment shall be made from the commencement of the assignment.
- 14.05** Where an employee at the request of the Employer, performs the principle duties of a position outside the bargaining unit for a period in excess of two (2) hours, then he/she shall receive three dollars and fifty cents (\$3.50) per shift, providing he/she has worked in those duties for the remainder of the shift.
- 14.06** Maintenance employees asked to be on call will be paid \$30.00 per day and \$45.00 on Statutory Holidays, for being on call. In the event the maintenance employee is called into work, she/he shall be paid a minimum of four (4) hours at their regular rate of pay, or if in excess of four (4) hours, at double time rate of pay, then the hours actually worked at the appropriate rate of pay.
- 14.07** Where an employee, at the request of the Employer, is temporarily requested to perform the principle duties of a lower classification, his/her rate of pay shall not be reduced.

## Article 15 - Overtime

- 15.01** Where hours of work exceed eighty (80) hours in a two (2) week period, the employee shall be paid at time and one half (1 ½) for all hours in excess of eighty (80) hours.
- 15.02** Every effort shall be made by the Employer to assign additional shifts and/or overtime shifts on the basis of seniority within the employee's home base location. Should no employee from the home base location be available for such shift, then the Employer will fill the shift with an employee who has been trained/orientated to this location.
- 15.03** The overtime provisions shall not apply if the employee has requested a shift change pursuant to Article 12.06 b).

## Article 16 - Welfare

- 16.01** The Employer agrees to continue its present practice of paying a proportion of the premiums of the following benefits for all its full time employees who have completed the probationary period.

Pension Plan	50%
Group Insurance Plan	100%
Dental Plan (O.D.A. - current rate)	100%
Life Insurance Dependent Life Insurance	
Short Term Disability Long Term Disability	
Drugs	
Semi-Private Coverage	
Vision Care - Effective June 15 <sup>th</sup> , 2012 - Increase to \$250.00 and an eye exam one (1) time every two (2) years.	

- 16.02** Employees who work between twenty-four (24) and forty (40) hours per week on a regular basis, shall have the same proportionate benefits as the employee who works the full forty (40) hours per week.

### **16.03 Part-time Benefits**

Part-time employees who have worked for one calendar year, and average 20 hours biweekly shall receive a benefits spending account of \$400.00 per year. This account will provide eligible part time employees the opportunity of submitting claims through the insurance provider for approval. Once approved, the benefits will be reimbursed up to \$400.00.

Should the employee not use the entire \$400.00 within the fiscal year, they will be provided the opportunity to be paid out the difference or have the monies transferred into a registered retirement savings plan.

## **Article 17 - Statutory Holidays**

**17.01** The Employer recognizes the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
	One Floater

Such time off shall be scheduled within thirty (30) days before or after such holidays unless otherwise required.

**17.02** If a full time employee is required to work on any of the aforementioned holidays, the employee will either

- a) receive payment at time and one half (1 ½) for all hours worked on the holiday in addition to his/her regular rate of pay, or
- b) receive payment at time and one half (1 ½) for all hours worked on the holiday and a lieu day with pay equivalent to the hours worked on the holiday.

- 17.03**
- a) In the event that a holiday mentioned in Article 17.01 falls within an employee's vacation period, he/she will be granted a day off with pay at his/her straight time rate in lieu thereof, which day off will be added to the employee's vacation period unless the Employer and the employee agree that such day will be taken at another time.
  - b) In the event that a holiday mentioned in Article 17.01 falls upon an employee's day off, he/she will be granted a day off with pay at his/her straight time rate in lieu thereof. Such day off is to be scheduled within thirty (30) days before or following such holiday.

- 17.04** a) A statutory holiday can be used in the event of a personal emergency. Such request must be made to the Service Coordinator or Supervisor within thirty (30) days before the statutory holiday in question, and the Employer may require verification of the personal emergency.
- b) The Employer shall endeavour to arrange schedules as follows:
1. Christmas Eve and Christmas Day will be partnered on the schedule such that an employee scheduled to work one or the other will be scheduled to work both.
  2. New Year's Eve and New Year's Day of the following year will be partnered on the schedule such that an employee scheduled to work one or the other will be scheduled to work both.
- 17.05** Every part-time employee who is required to work any of the aforementioned holidays, shall be paid at the rate of time and one half (1 ½) of the employee's regular rate of pay for work performed on such holidays. If not required to work, he/she shall receive holiday pay as per the formula set out in Article 17.06.
- 17.06** Providing that an employee does not regularly work five (5) days per week and forty (40) hours weekly, the payment for statutory holidays shall be based on the following formula:
- $$\frac{\text{Number of hours worked during the preceding two pay periods}}{160} \times 8$$
- 17.07** In order to be entitled to statutory holidays with pay the employee must have completed his/her last scheduled day before the holiday and his/her first scheduled day after the holiday, unless the employee has reasonable cause for not working these days.

## Article 18 - Vacation Pay

- 18.01** For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from April 1<sup>st</sup> of any year to March 31<sup>st</sup> of the following year.

Employees shall be entitled to vacation on the following basis:

Less than one year of service	4% of gross earnings/two weeks' vacation
One year to eight years	6% of gross earnings/three weeks' vacation
Nine to fifteen years	8% of gross earnings/four weeks' vacation
Sixteen to twenty-four years	10% of gross earnings/five weeks' vacation
Twenty-five years or more	12% of gross earnings/six weeks' vacation

- 18.02** a) An employee must take his/her vacation entitlement in the vacation year it falls.
- b) Where an employee is hospitalized within one (1) week prior to her scheduled vacation and remains in hospital at the time the vacation was to begin, the period for which the employee remains in hospital (when she would otherwise have been on vacation) will be rescheduled at a mutually agreeable time, but within the calendar year. If no agreement, then at a time scheduled by the Employer.
- 18.03** All employees' vacation periods shall include the weekend preceding and the weekend after the vacation period.
- 18.04** Where an employee is not taking his/her entire vacation entitlement at one (1) time, he/she may request that vacation pay is received each time a vacation is taken.
- 18.05** All requests for vacation shall be submitted to the Director of Human Resources by February 1<sup>st</sup>, and a list of vacations granted will be posted by March 31<sup>st</sup>.
- a) Vacations not requested within this time frame will be scheduled by the Employer.
- b) In accordance with the provision of a) above, and subject to the efficient operation of the agency, vacation requests shall be granted on a seniority basis within each service area or department as the case may be.
- c) Changes in vacation schedules will be granted provided it does not interfere with the efficient operation of the agency and other vacations already granted.

Requests for change must be submitted in writing to the Coordinator/Supervisor and approval is to be received before an employee can confirm the change.

- d) Subject to the following exceptions, vacation will be taken at a minimum of one-week blocks. Upon the mutual agreement of the Employer and the employee, employees may take up to one week's vacation in one or two day periods, subject to the following:
  - i) The employee finds his/her own replacement;
  - ii) The agreement to replace each other will be put in writing and signed by both employees and submitted to the Coordinator for approval;
  - iii) It is understood that the Employer will not incur any additional costs whatsoever as a result of the application of this article.
- e) Employees will be entitled to a maximum of two weeks' vacation between the first full week of May up to and including the last full week of September. The Union agrees that regular scheduling as set out in the Collective Agreement is suspended during these months.

## **Article 19 - Sick Leave**

**19.01** Sick leave means the period of time an employee is absent from work by virtue of being sick.

**19.02** Sick leave benefits for all employees who have completed their probationary period will be applied as follows:

- a) Employees regularly employed for full complement of hours (40 hours per week) will accumulate sick leave on the basis of one (1) day for each month of fulltime employment to a maximum of 60 days.
- b) Employees regularly employed on a short work week (working between 24 and 40 hours per week) will accumulate sick leave credits at the rate of .75 days for each month of employment to a maximum of 45 days.
- c) Employees regularly employed as part-time employees (working less than 24 hours per week) will accumulate sick leave credits at the rate of one (1) day on the completion of three (3) calendar months of active employment to a maximum of 45 days.

**19.03** a) Employees, who have completed the probationary period, shall be credited with three (3) days of sick leave. Sick leave credits may be used only when sickness of the employee forces him/her to remain at home. Sick leave credits used up will be deducted from the total sick leave credits accumulated by the employee.

- b) An employee shall not lose accrued sick leave credits nor shall he/she receive payment from the Employer when absent from work due to an injury compensable under the provision of the Workplace Safety & Insurance Board (WSIB).

**19.04** An employee may be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. Such certificate shall indicate the name of the medical practitioner and the reason for absence. The Employer will reimburse the employee for cost of the medical certificate.

**19.05** Employees will have access to their accrued sick leave credits and or Short term/Long term disability, if eligible, until such time as the employee's claim for benefit's is approved by the WSIB. Once the claim is approved sick credits shall be reinstated at the appropriate rate.

## **Article 20 - Leave of Absence**

**20.01** a) The Employer may grant a leave of absence without pay if an employee requests it in writing from the Employer and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the agency. Leave of absence will be restricted to employees having completed one (1) year of service. Employees with less than one (1) year's seniority will be granted leave of absence at the sole discretion of the Employer.

- b) Seniority shall only accumulate for the first thirty (30) days of such leave of absence.

### **20.02 Maternity Leave**

The provisions of the Employment Standards Act as amended from time to time shall apply.

The following provisions are examples only.

- a) Leave of absence for pregnancy without pay will be granted to an employee who has completed thirteen (13) weeks continuous service subject to the following conditions:
  - i) An employee who is pregnant shall be entitled, upon her application therefore, to a maternity leave of absence of seventeen (17) weeks and a parental leave of up to thirty-five (35) weeks, all in accordance with the Employment Standards Act.
  - ii) The employee shall give at least four (4) weeks' notice of her



intention to return to work. Where the actual date of her delivery is later than the estimated date of her delivery, and the employee notifies the employer, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery. The employee may, with the consent of the Employer shorten the duration of the leave of absence under this Article upon giving the Employer four (4) weeks' notice of her intention and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

iii) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requested the leave of absence and upon her return to work the Employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature.

**20.03** a) The Employer shall grant each male employee up to two (2) days of leave of absence with pay upon the birth of his child.

b) Further leave of absence without pay may be granted at the discretion of the Executive Director or his/her designate.

#### **20.04 Adoption Leave**

a) Where an employee, with at least twelve (12) months continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to one (1) month duration or such greater times as may be the standard requirement of the adoption agency concerned, up to a maximum aggregate of six (6) months. Such employee shall advise the Employer as far as possible in advance of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for adoption leave shall not be unreasonably withheld.

b) Sub-Section iii) of Article 20:02 shall apply to Adoption Leave. During an Adoption Leave, Pregnancy Leave and Parental Leave, seniority shall accumulate as per Employment Standards Act as set out from time to time.

#### **20.05 Bereavement Leave**

a) When a death occurs of a spouse/partner or child of the employee, the employee shall be paid at his/her regular rate for the time necessary to make arrangements for or attend the funeral up to a maximum of four (4) days, providing the employee was scheduled to work those days.

- b) When a death occurs in the employee's immediate family, he/she shall be paid at his/her regular rate for the time necessary to make arrangements for or attend the funeral up to a maximum of (3) days, providing the employee was scheduled to work those days.

It is agreed that immediate family shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-children, children of common-law spouse, and guardian.

- c) One (1) working day leave of absence with pay shall be allowed for the purpose of attending the funeral of an employee's brother-in-law, sister-in-law, uncle, aunt, providing the employee was scheduled to work on that day.
- d) Additional travel time, for the purposes of attending the funeral may be provided without pay.

#### **20.06 Pay Jury Duty or Crown Witness Leave**

The Employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a Juror or is subpoenaed as a Crown Witness. The Employer shall pay such employee the difference between his/her normal earnings and the payment received for Jury Duty or Crown Witness. The employee will present proof of service and the amount of pay received. The employee is required to notify the Employer as soon as possible for selection for Jury Duty or Crown Witness.

#### **20.07 Leave of Absence for Union Functions**

- a) Upon request of the Employer, provided the Employer is given three (3) weeks' notice if the leave is more than three (3) calendar days or two (2) weeks' notice if the leave is for three (3) calendar days or less, two (2) employees at a time during the contract year may be allowed an unpaid leave of absence up to forty (40) days to attend Union functions.

It is understood that the total number of days shall not exceed forty (40) days per year for the entire bargaining unit. Upon request from the Union the Employer may grant additional time.

The Employer shall maintain the regular wages of an employee absent on such leave and shall be reimbursed by the Union for same. During such leave, seniority will continue to accumulate.

- b) Any employee who is elected or selected for a full time position with the

Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of existing seniority by the employer for a period of up to (6) six months. If the former position no longer exists, the employee shall be placed in an equivalent position subject to the availability of work and his/her entitlement to such work in accordance with their ability and seniority.

- c) The Employer shall submit to the Union Local 4967 Treasurer and Local President, any remuneration to be paid by the Union by the 20<sup>th</sup> of each month.
- d) If the employee receives a call-in shift and is unable to provide service, however is on Union leave representing members in grievance related issues, and is not at a Union Conference/Convention, the Employer will request written confirmation to bill the Union.

## **Article 21 - Payment of Wages**

**21.01** The Employer shall pay wages on a bi-weekly basis in accordance with Appendix "A" attached hereto and forming part of this Agreement.

## **Article 22 - Medical Attention**

**22.01** Transportation to the nearest physician or hospital for employees requiring medical attention as a result of an accident or injury during working hours shall be arranged by the Employer.

## **Article 23 - Internal Communications**

- 23.01**
  - a) The Employer will post notices on Rygiel's Intranet site and/or email all locations. All notices from the Union to Employees must be signed by the proper officers of the Union and approved by the Employer before being circulated.
  - b) Upon request, the Employer shall provide the Union with a list of all current employees and their mailing addresses. It is understood that such requests shall not be made any more than three (3) times per year.
- 23.02** Correspondence between the Executive Director or his/her designate shall be addressed to the Local President or his/her designate.

## **Article 24 - Copies of the Agreement**

24.01 The Employer and the Union will share equally in the reasonable cost of the printing of the Collective Agreement.

## **Article 25 - Access to Records**

25.01 An employee shall have the right on a reasonable basis to review his/her personnel, medical and WSIB files and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record. A request by an employee to review his/her file to this Article shall be made in writing by the employee.

## **Article 26 - Positive Work Environment**

26.01 The Employer and the Union agree to abide by the provisions of the *Ontario Human Rights Code* in order to provide a discrimination and harassment free work environment

## **Article 27 - Mandatory Training**

27.01 The employer will pay the registration fee for the combined First Aid/CPR course ever three years subject to renewal being done within the specified time for recertification Employees will be required to attend a CPR refresher course at a time to be schedule by the Employer.

## **Article 28 - Insurance**

28.01 For an Employee who is approved to use her automobile on behalf of the Employer, such Employee shall purchase insurance with a minimum of one (1) million dollars of liability insurance plus 6A Rider/Commercial Rider if required by her insurer. The Employer will pay for the 6A Rider/Commercial Rider only, and to receive reimbursement, the Employee must provide proof of the costs of the 6A Rider/Commercial Rider to the Employer

## **Article 29 - Term of the Agreement**

29.01 This Agreement shall be binding and remain in effect from April 1, 2015 to March 31, 2016 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

29.02 In the event of such notification being given as to the amendment of this Agreement, negotiations between the parties shall begin with fifteen (15) days following such notification or a time mutually agreed to by the parties.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For the Employer:

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For the Union:

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## Appendix “A” – Wages

Effective April 1, 2015

<b>Classification</b>	<b>Probation</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Student	17.6285	18.0574	18.4484	18.8648	19.2994
Support Aide	18.4518	19.0679	19.6584	20.2360	20.8395
Support Worker	18.7387	19.4702	20.2651	21.0346	21.7536
Housekeeping, Kitchen Aide	16.1206	16.6148	17.1090	17.5909	18.0974
Housekeeping, Kitchen Worker	16.7706	17.4501	18.1543	18.8215	19.5167
Maintenance Aide	16.0980	16.6115	17.1250	17.6256	18.1582
Maintenance Worker	17.6585	18.3718	19.1107	19.8109	20.5340
Receptionist	17.5315	18.0322	18.5119	19.0077	19.2339
Team Leader	21.1350	21.7126	22.2902	22.8679	23.4367
Kinesiologist	24.2453	24.6690	25.1312	25.5676	25.9913
Worker II	20.2258	20.6656	21.0687	21.4706	21.8915

## Appendix “B” – Sleepover Rates

Effective April 1, 2015	\$105.8268
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# Appendix "C"

Letter of Understanding  
~between~  
Rygiel Supports for Community Living  
(Hereinafter referred to as the "Employer")  
~and~  
Canadian Union of Public Employees, and its Local 4967  
(Rygiel Supports for Community Living Unit)  
(Hereinafter referred to as the "Union")

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This will confirm the understanding of the parties during the term of the Collective Agreement which expires March 31, 2016 with respect to the following matters:

In the event that the Ministry of Community and Social Services provides the Employer with targeted wage gap funding for the years \_\_\_\_\_ which exceeds the wage and benefit increase negotiated for the year \_\_\_\_\_, respective members of the Labour Management Committee shall meet to negotiate implementation of any targeted wage gap funding to wages and/or benefits.

It is further agreed that the Labour Management Committee will meet to negotiate allocation of any other additional funding targeted to wages and/or benefits flowing from the Ministry.

It is understood that the CUPE National Representative shall participate in these negotiations.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

For the Employer:

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

For the Union:

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



# Appendix "D"

Letter of Understanding  
~between~  
Rygiel Supports for Community Living  
(Hereinafter referred to as the "Employer")  
~and~  
Canadian Union of Public Employees, and its Local 4967  
(Rygiel Supports for Community Living Unit)  
(Hereinafter referred to as the "Union")

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The Employer agrees to continue lobbying the Provincial Government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this lobbying has been and will continue to be for improved wages, benefits, pensions and working conditions for the workers within the sector, as well as support for strong community infrastructure to ensure equal access across the province.

The Employer further agrees once again to attend a forum hosted by CUPE where the concept of central bargaining will be explored.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

For the Employer:

For the Union:

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# Appendix "E"

Letter of Understanding  
~between~  
Rygiel Supports for Community Living  
(Hereinafter referred to as the "Employer")  
~and~  
Canadian Union of Public Employees, and its Local 4967  
(Rygiel Supports for Community Living Unit)  
(Hereinafter referred to as the "Union")

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## Conversion to Short Week/Full Time

Representatives of the Parties shall meet to discuss the use of full time, short week and part time positions at the Labour Management Committee. The parties shall discuss the issues surrounding the conversion of part time positions to short week and or full time positions. The parties will be provided with all relevant information in order to have informed discussion

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

For the Employer:

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For the Union:

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**Appendix “F”**

Letter of Understanding  
~between~  
Rygiel Supports for Community Living  
(Hereinafter referred to as the “Employer”)  
~and~  
Canadian Union of Public Employees, and its Local 4967  
(Rygiel Supports for Community Living Unit)  
(Hereinafter referred to as the “Union”)

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Should the Maintenance Worker 1 acquire a trade certificate, upon completion, the Maintenance Worker 1 shall be promoted to Maintenance Worker 2 provided they were hired prior to March 31, 2012.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

For the Employer:

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\_\_\_\_\_

For the Union:

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

# Appendix "G"

Letter of Understanding  
~between~  
Rygiel Supports for Community Living  
(Hereinafter referred to as the "Employer")  
~and~  
Canadian Union of Public Employees, and its Local 4967  
(Rygiel Supports for Community Living Unit)  
(Hereinafter referred to as the "Union")

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## Labour Force Strategy

The parties recognize the value and will support the establishment of a tripartite advisory within the Developmental Services Sector comprised of the Employers, Unions and Provincial Government representatives, to discuss Human Resources issues related to service delivery.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

For the Employer:

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For the Union:

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# Appendix "H"

Letter of Understanding  
~between~  
Rygiel Supports for Community Living  
(Hereinafter referred to as the "Employer")  
~and~  
Canadian Union of Public Employees, and its Local 4967  
(Rygiel Supports for Community Living Unit)  
(Hereinafter referred to as the "Union")

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## Work of the Bargaining Unit

The Employer commits to no loss of bargaining unit work. Personal Relationships and volunteers shall not impact the terms and conditions of employment of any bargaining unit employee, nor shall the personal relationships be used in lieu of employing a bargaining unit employee.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

For the Employer:

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For the Union:

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# Appendix "I"

Letter of Understanding  
~between~  
Rygiel Supports for Community Living  
(Hereinafter referred to as the "Employer")  
~and~  
Canadian Union of Public Employees, and its Local 4967  
(Rygiel Supports for Community Living Unit)  
(Hereinafter referred to as the "Union")

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## Workload

The Employer and the Union agree to utilize the Labour/Management Committee for the purpose of reviewing workloads, working conditions and services and make recommendations for addressing these concerns.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this \_\_\_\_\_day of \_\_\_\_\_, 2016

For the Employer:

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For the Union:

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