

X AGREEMENT

Between

COMMUNITY LIVING KINGSTON

(hereinafter referred to as the Employer)

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2635**

(hereinafter referred to as the Union)

April 1, 2004 to March 31, 2006

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ARTICLE 1 - PREAMBLE

1.01 The Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably differences or grievances which may arise from time to time hereunder in a manner hereinafter set out.

ARTICLE 2 - RECOGNITION

2.01 The Employer agrees to recognize the Union as the exclusive bargaining agent for all employees of the Community Living Kingston, save and except for all management and administration staff.

2.02 A Full-Time Employee is an employee who is regularly scheduled to work, on average, forty hours per week.

A Part-Time Employee is an employee who is regularly scheduled to work, on average, a minimum of twenty hours per week and less than forty hours.

A Temporary Employee is an employee hired externally for the purpose of replacing an existing employee who is on leave or to fill a short-term position created to supplement existing staff or to fill a new position on a short-term basis. Temporary employees will only be hired after the job posting requirements outlined in Article 12 have been followed. Temporary employees may be hired on a full-time or part-time basis and are entitled to the same benefits as afforded to permanent full-time and/or part-time employees under the provisions of this Collective Agreement. Temporary employees will be hired for time periods that do not exceed twenty-four (24) months.

2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.

ARTICLE 3 - MANAGEMENT FUNCTIONS

3.01 The Union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an express provision of the Agreement. Without restricting 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, assign, promote, demote, retire at age 65, discharge, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause by an employee who has completed his/her probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Determine in the interest of efficient operation and highest standards of service, classification, hours of work, work assignments, methods of doing the work, and the working establishment of any service and the standards of performance for all employees;

- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by all employees. Such rules and regulations shall be communicated to the employees and the Union at the time of their introduction or amendment;
- (e) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith.

3.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer agrees to deduct in each pay period from the pay due to each employee who is covered by this agreement a sum equal to the dues of each such employee. The Employer shall directly remit the amount payable to CUPE National and remit the amount payable to CUPE Local 2635 to the Secretary-Treasurer of the Union by the fifteenth (15) day of the month next following the deduction. A list of the names of the employees from whose pay the deductions have been made will be remitted to both parties.
- 4.02 The Union shall notify the Employer in writing of the amount of such dues from time to time and one month prior to any change in the amount of the said dues becoming effective.
- 4.03 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 4.04 The Employer shall notify the Chief Steward of the hiring of all new employees by no later than the new employee's first day of work. A representative designated by the Union shall be allowed an opportunity to meet each new employee for up to fifteen (15) minutes during working hours for the purpose of acquainting the employee with the Union. Such interview opportunity shall occur within thirty (30) days of hiring. The Employer will notify the Union of the employee's first day of work and provide a time for the Union to meet the employee. If that time and place is not convenient, the Union will make its own arrangements.

ARTICLE 5 - DISCRIMINATION

- 5.01 The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of its representatives because of an employee's membership or non-membership in the Union.
- 5.02 The Employer and the Union agree to promote awareness of the provisions of the Ontario Human Rights Code and the Employer's policy on Harassment/Sexual Harassment. The parties agree that in accordance with the Ontario Human Rights Code neither will discriminate against an employee or subject an employee to harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap.

ARTICLE 6 - REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to appoint or elect from amongst its members who have completed their probationary period, one steward from each of the following areas:

- one representative from the “part-time” grid level or the classification of Residential Assistants;
- one representative from the “full-time” grid level or the classification of Residential Facilitator or Mobile/Monitor;
- one representative from the Coordinator grid level or Resource Teacher and higher classifications;
- and
- one Chief Steward.

The function of these stewards shall be to assist employees in their respective areas in the processing of any grievance or complaint which may properly arise under the provisions of this Agreement.

The Union will notify the Employer of the names of the stewards before the Employer shall be required to recognize them.

The Chief Steward or other Union executive member may accompany another steward at grievance meetings for the purposes of training and familiarization, and may act in the absence of any steward in the process of investigating and representing grievances.

- 6.02** It is agreed that a steward shall continue to perform his/her regular duties in order to maintain efficiency of operations. However, in accordance with this understanding, should he/she be required to assist employees in presenting grievances or assist in arbitration during regular working hours, he/she will first obtain the permission of his/her immediate supervisor. The Employer agrees the steward will not lose regular pay while servicing grievances or assisting at arbitration. The Employer agrees that all hours spent in meetings arranged by the Employer shall be considered as hours worked and paid at the straight time hourly rate.
- 6.03** All correspondence from the Employer to the Union arising out of this Agreement shall be forwarded to the Secretary of the Union, with a copy sent to the National Representative of CUPE. The Union shall inform the Employer in writing of the name and address of the Secretary of the Union and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or his designate.
- 6.04** In all meetings between the parties, the Union shall have the right to be assisted by a representative of CUPE and the Employer shall have the right to be assisted by counsel.
- 6.05** An employee is entitled upon request to be accompanied by a Union Steward or other Union Local Representative during investigations which may result in disciplinary action taken by the Employer.
- During disciplinary meetings with the Employer an employee will have representation by a Union steward or other Union Local Representative at the time of such meetings.
- Employees who choose to decline union representation at a potential disciplinary meeting or an investigation are required to sign a waiver declining representation.
- 6.06** Meetings with the Employer that are specified as “potentially disciplinary” in nature will be entitled to the minimum three-hour call in. Meetings that are specified as clearly disciplinary in advance are paid at actual time. An employee who has been disciplined and subsequently attends meetings that are part of the grievance process will not be paid for his/her attendance at such meetings.

ARTICLE 7 – DISCIPLINARY PROCESS AND GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. In the event the Employer intends to meet with an employee for the purpose of reviewing the employee's conduct and there is potential for disciplinary action, the Employer will contact the employee to arrange a meeting and will advise the employee of the purpose of the meeting and of their right to have a steward present. In the event that the Employer takes disciplinary action, the employee, the Chief Steward or the Union President, and the CUPE National representative will be provided with copies of the written documentation being attached to the employee's personnel file within five (5) days after the meeting. Should the employee decline Union representation at the meeting, they will be required to sign a waiver to this effect and a copy will be provided to the Union.
- 7.02 It is understood that any employee has no grievance until he/she has first discussed his/her complaint with the person's unit manager and afforded him/her an opportunity to settle the complaint. Failing settlement, any complaint or grievance arising under this Agreement relating to the interpretation, application, administration or alleged violation of this Agreement shall be submitted in writing within ten (10) working days after the circumstances giving rise to the complaint or grievance have occurred and shall be processed and dealt with in accordance with the terms and provisions set forth in this Article.

STEP I

It is the mutual desire of the parties hereto that grievances shall be presented by the grievor and dealt with by the Employer in a fair and equitable manner, and in a manner which contributes to an expeditious resolution of the matter in dispute on its own merits, rather than on the technicalities of presentation. It is further in the interest of both parties that grievances be stated clearly and straightforwardly.

Therefore, the employee shall submit a written grievance signed by him/her to the Operations Director or his/her designated representative. The nature of the grievance, the remedies sought and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance form. The Operations Director or his/her designated representative will meet with the grievor and the union at a mutually agreeable time to review the issues raised therein. This meeting may be waived by mutual consent of the Union and the Employer. The Operations Director or his/her designated representative will then deliver his/her written decision to the grievor with a copy to the Union within ten (10) working days after the meeting if held or if not, ten (10) working days after receiving the written grievance.

STEP II

Within five (5) working days after the decision is given under Step I, the grievor shall submit the written grievance to the Executive Director or his designate. The Executive Director or his designate shall meet with the grievor and his/her steward to review the grievance within five (5) working days following receipt of the grievance. The Executive Director or his designate will deliver his written decision to the grievor with a copy to the Union within five (5) working days from the day on which the grievance was convened.

- 7.03 No adjustment effective under the grievance procedure or arbitration shall be made retroactive prior to the date the grievance was formally presented to the Employer under the grievance procedure. This Article shall not apply to grievances concerning alleged payroll errors.

7.04 Policy Grievances

It is agreed that a complaint or grievance arising directly between the Employer and the Union shall be originated under Step II and the time limits set out with respect to that Step shall appropriately apply. A policy grievance is defined as a grievance arising directly between the Employer and the Union, of a matter which could not have been raised by an individual employee and which concerns the interpretation, application, administration or alleged violation of this agreement. A policy grievance shall originate at the second step of the grievance procedure. It is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed.

- 7.05 Failing settlement under the foregoing procedure of any dispute between the parties arising from the interpretation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such dispute may be submitted to arbitration as set forth in Article 9.
- 7.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union and reduced to writing shall be final and binding upon the Employer, the Union and the employees.
- 7.07 The parties may agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.
- 7.08 For the purpose of this Article, the words "working days" shall not include Saturdays, Sundays or Paid Holidays.
- 7.09 The Employer shall supply the necessary facilities for the grievance meetings, provided such facilities are available.

ARTICLE 8 • DISCHARGE GRIEVANCES

- 8.01 The release of a probationary employee shall not be subject to the grievance procedure and shall be at the sole discretion of the Employer, provided, however, a claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step II within five (5) working days after the date the employee ceased to work for the Employer.
- 8.02 Such special grievance may be settled under the grievance and arbitration procedures by:
- (a) Confirming the Employer's action in dismissing the employee; or
 - (b) Reinstating the employee with full compensation and seniority for the time lost; or
 - (c) By any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed.

ARTICLE 9 • ARBITRATION

- 9.01 If no written request for arbitration is received within twenty (20) days from the date of the decision under Step II above, the grievance shall be deemed to have been settled.

- 9.02 When either party advances a grievance to arbitration, the procedure to be followed will be one of the following:
- (a) where the parties agree to do so, a referral to a sole arbitrator mutually agreed upon by the parties; or
 - (b) where the parties agree to do so, a referral to a tripartite Board of Arbitration **as** set out in the current s. 48 (2) of the Ontario Labour Relations Act, 1995, as amended ~~from~~ time to time; or
 - (c) an application under the current s. 49 of the Ontario Labour Relations Act, 1995, **as** amended from time to time.
- 9.03 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 9.04 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.
- 9.05 The written decision **of** the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employees.
- 9.06 Each of the parties shall jointly bear the fees and expenses of the Chairperson of the Arbitration Board, and shall individually bear the fees and expenses **of** their nominee to the Board.
- 9.07 The parties may agree to extend or waive any **of** the time limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.

ARTICLE 10 - NO STRIKES OR LOCK-OUTS

- 10.01 The Employer agrees that there shall be no lock-outs and the Union agrees that there shall be no strikes as long as this Agreement continues to operate. The terms "strike" and "lock-out" shall bear the meaning given in the Ontario Labour Relations Act.

ARTICLE 11 - SENIORITY

- 11.01 Seniority as referred to in this Agreement shall be the length **of** continuous service with the Employer in the bargaining unit since most recent date of hire.

The seniority of full-time employees shall be credited in the amount of calendar days and years since most recent date **of** hire.

The seniority of part-time employees shall be credited in the amount of total hours worked since most recent date of hire.

For purposes of applying this agreement or comparing the seniority **of** full and part-time employees, 1650 hours of part-time service shall be deemed equivalent to one (1) year of full-time service. **No** part-time employee, however, shall **earn** more than 1040 hours of seniority in either **of** the six (6) month periods preceding the January and July seniority lists. It is further understood that under no circumstances shall an employee **earn** more than one (1) year of seniority within a calendar year.

11.02 Probation

An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement until after he/she has completed three (3) calendar months' work from the date of original hire in the bargaining unit. Upon completion of the probationary period, the employee's name shall be placed on the seniority list and he/she shall be credited with seniority effective from the date of hire.

11.03 A seniority list shall be maintained by the Employer, updated twice each year in January and in July, and posted on the bulletin board. A copy of the seniority list will be supplied to the Local Union's Secretary at the time it is posted.

11.04 A person shall lose all seniority and employment shall be terminated if he/she:

- (a) voluntarily quits or retires and does not rescind the notice in writing within twenty-four (24) hours (not to include Saturday, Sunday or a Paid Holiday), or in the act of quitting takes action which would justify a disciplinary dismissal;
- (b) is discharged for just cause and not reinstated;
- (c) fails to report for work within five (5) working days after issuance of notice of recall by registered mail to his/her last address on record with the Employer, unless the employer is unable to respond because of sickness or other just cause;
- (d) is laid off for a period in excess of twenty-four (24) months.

11.05 Employees are required to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach such employee.

11.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she may be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of any bargaining unit employee.

11.07 Accrual of Seniority During Leaves of Absence

- (a) full-time employees who take Maternity or Paternity Leave of Absence shall accrue seniority and hence vacation/float/sick days during the period of leave. Accrual of seniority for part-time employees is based on the average of the last eight (8) weeks worked;
- (b) full-time employees who take a Disability Leave of Absence continue to accrue seniority during the period of leave for two (2) calendar years from the last day worked. At that time, the employee's current seniority level shall be frozen, until such time as the employee returns to work.

11.08 Temporary Employees

- (a) The parties agree that temporary employees shall be maintained on a separate Seniority List;
- (b) The Employer agrees to post the position formerly held by the temporary employee, if the Employer is able to offer the position on a permanent basis;
- (c) After complying with the provisions of Article 12.05, the Employer will consider employees on the separate seniority list prior to advertising the position externally;
- (d) Terminated temporary employees shall be maintained on the separate seniority list for a period of two (2) calendar months after their date of termination;
- (e) Any temporary employee from this list hired for a permanent position shall be credited with the full amount of his/her accrued seniority from their original date of hire.
- (f) In the event any of these employees are hired permanently, the hours they have already worked on a contract basis will be considered part of their probationary period. Temporary employees will earn seniority from their original date of hire.

11.09 Employees of the Employer currently working at DocuPrep, YWC and PrepCo are classified as bargaining unit employees for the duration of these assignments. They are classified as Employment Facilitators and maintain all rights afforded under the provisions of the Collective Agreement including seniority.

Notwithstanding the above, the Parties agree that the work being done at the Co-operatives is not work of the bargaining unit.

ARTICLE 12 -JOB POSTING

12.01 The Employer agrees to post notices of all job vacancies including newly created positions within the bargaining unit which are to be filled, excluding those specially funded positions which require the Association to hire from designated unemployed groups. A vacancy is defined as a new or existing position that is unfilled or unoccupied and needs to be filled. Such notices shall be posted on the bulletin board for a period of five (5) working days. Interested employees who have completed their probationary period must apply within the five (5) working day period of the posting. The vacancies created by the filling of the posted initial vacancy shall also be posted.

12.02 Notice of permanent job vacancies shall include the nature of the position, qualifications, hours of work, salary range and program location.

The Employer agrees to post notices of all job vacancies as defined above. In filling job vacancies, the Employer will consider transfer requests along with all other internal applications for the position. It is understood and agreed by the parties that the decision about whether or not to grant a transfer request for the purpose of filling a vacancy will be made solely by the Employer. While this decision will be based on a number of factors, including a review of any specifically required qualifications, the most important consideration will be the Employer's right and responsibility to match worker strengths and personal attributes to client and organizational needs, in recognition of the fundamental, sensitive nature of the work within the organization.

in situations where a job vacancy is filled by way of transfer, the Employer agrees to post the vacancy created by that transfer, consistent with the definition of a vacancy as outlined above.

- 12.03 The Employer shall have the right to fill the vacancy on a temporary basis until the posting procedure has been completed and arrangements have been made to permit the successful applicant to be assigned to the job concerned.
- 12.04 In the event an employee is the successful applicant for a vacancy hereunder, the Employer need not consider such employee for any further posted vacancy for a period of three (3) months following the date of acceptance. At the discretion of the Employer, however, an employee may be limited to two (2) successful bids in a calendar year.
- 12.05 The Employer will first consider all internal applicants. As part of the consideration process, the Employer agrees to formally interview a minimum of two internal candidates judged to be most qualified for each posted vacancy. Appointment shall be made of the applicant who possesses the required combination of personal attributes, ability, experience, seniority and skills, taking into account client and situational factors for the position. After complying with the provisions above, the Employer will consider applicants from the special seniority list prior to advertising the position externally.

Appointment shall be made of the most qualified applicant, based on the above criteria. Seniority shall be the determining factor in deciding between two or more equally qualified applicants, based on the above qualifications.

Should there be no qualified applicant, the Employer may fill the job from other sources.

- 12.06 Notice of job vacancies in excess of two (2) months shall be posted in accordance with Article 12 prior to outside advertising so that interested employees may apply for the job vacancy.
- 12.07 The Employer agrees to post a notice of any Training Course for which employees may be considered.
- 12.08 The Union shall be notified within thirty (30) days of all hirings, job postings, promotions, transfers, lay-offs, and terminations of employment within the bargaining unit.
- 12.09 Assignment or Promotion to Positions Within the Bargaining Unit

- (a) For the purposes of this Article:

"transfer" shall refer to a permanent change to a different program or classification with no change in pay. A transfer may be requested by an employee, and granted at the Employer's discretion. In addition, transfers may be initiated and implemented by the Employer; that is, the Employer has the right to re-assign employees to a different program or classification where no change in pay is involved, again, for the purpose of matching worker strengths and personal attributes to client and organizational needs;

"temporary assignment" shall refer to a change required by the Employer and specified in writing which is for a short term (on an "acting" basis), and may or may not involve changes in program, classification or rate of pay. A temporary assignment that involves a change to a different classification with a higher rate of pay will be posted as a vacancy should the assignment extend beyond two months;

"promotion" shall refer to a permanent change to a higher paid classification;

"substitute employee" shall refer to an employee on temporary assignment, as defined above.

a "re-assignment to a lower paid classification" may be requested by an employee and granted at the discretion of the Employer

- (b) When the Employer temporarily assigns an employee to perform duties of a higher paid classification, the employee will be paid at the applicable rate in the higher classification band. All such assignments will be confirmed in writing by the Employer.
- (c) Full-time employees temporarily assigned by the Employer to a lower paid classification shall continue to receive their normal (higher) rate of pay.
- (d) Where a part-time or substitute employee who has passed probation under the terms of this Agreement is promoted to a full-time position, he/she shall receive the full amount of the commencement rate of pay for the classification to which he/she is promoted, and become entitled immediately to the Benefits provided under Article 25 of the Agreement.
- (e) The following salary adjustment shall be made on the promotion of employees to a higher full-time classification:
 - (1) the employee shall receive the full amount of the commencement rate of the new classification;
 - (2) if the commencement rate is lower than the employee's former rate, the employee shall receive the next corresponding rate in the grid which is higher than his/her former rate.
- (f) When an employee is assigned to a band in which they have previously worked, they will receive credit for previous hours worked in that band, which will be applied to their commencement rate of pay.

ARTICLE 13 - LAY-OFF

- 13.01 A lay-off shall be defined as a reduction in the work force arising from a shortage of work or a reduction of funding. Wherever possible, the Employer and Union will work together to identify and consider alternatives to lay-offs. The affected employee(s), however, may choose to accept the layoff.

The Employer agrees that no general or partial reduction of full-time hours or the part-time minimum shift guarantee in Article 21.02 (c) shall be instituted in the event of a shortage of work without written consent by the Union.

A reduction of full-time regular hours shall be considered to be a lay-off and an employee so affected may elect to be laid off rather than continue in a position with reduced hours. In the event the employee chooses to accept a lay-off, the notice of the reduction of hours shall constitute notice of lay-off in accordance with Article 13.08 below. Employees have the right to refuse recall to any

position full or part time that has fewer regular hours or a lower rate of pay than the position held prior to lay-off. Such refusals do not in any way alter or extend an employee's recall rights.

- 13.02 Recognizing the special and very sensitive nature of the work involved and the need to match worker skills to client needs, the Employer may, for the purposes of complying with this Article, transfer or reassign but not demote, employees who remain on the job after the lay-off and reassignment process is completed, as circumstances require. It is understood that interim changes to regular schedules may occur.
- 13.03 In the event that a reduction of the work force is required, the Employer agrees to lay off employees in the reverse order of seniority. The Employer further agrees to lay off all temporary employees before probationary or permanent employees are affected. The Employer and Union shall meet prior to the lay-off being implemented to review the seniority list and order of lay-off. The parties agree that the hours worked by employees up to and including the end of the pay period that immediately precedes the required four weeks lay-off notice period will be used to determine the order of seniority for layoffs.
- 13.04 Employees who have been laid off will be maintained on a recall list and will retain but not accrue seniority. Recall rights remain in effect for employees who have been laid off for a period of two years from the date of lay-off

Employees will be recalled after a lay-off in order of seniority, providing they are willing and qualified to do the work available.

No new bargaining unit employees will be hired until all employees with recall rights have been offered available work, provided they are willing and qualified to do the work available. Employees who refuse a recall assignment forfeit all recall rights and their employment status will be terminated, consistent with Article 11.04 (c). The one exception to this is that employees who are offered a recall to a temporary or lower paying position than the one they occupied at the time of lay-off will be granted the right to remain on lay-off while maintaining recall rights to a position in their previous classification band for the duration of their recall period.

- 13.05 Consistent with, and further to, Article 11.04 and Article 11.05, the Employer will attempt to notify employees of recall assignments initially by telephone followed by confirmation sent by registered mail. Employees who fail to return to work on the assigned recall date after being provided with five days written notice sent by registered mail and who have failed to provide the Employer with change of address information will forfeit recall rights and employment will be terminated.
- 13.06 For the purpose of this Article, the parties agree that employees have reassignment rights to particular classification bands and rates of pay and not to specific positions, consistent with Article 13.02.
- (a) When the Employer eliminates positions within a classification band, the affected employees will have the right to displace less senior employees within the same classification band, provided they are willing and qualified to do the work available. Failing this, surplus employees have the right to displace less senior employees in the classification band immediately below their current band. No surplus employees have the right to displace any employees in a higher classification band, regardless of seniority. In addition, surplus employees will be granted the option of taking the lay-off instead of exercising their reassignment rights in this instance

- (b) The Employer agrees that employees with permanent status in a particular job who are reassigned to a lower paying classification band as a result of downsizing will maintain reassignment rights back to their previous classification band for a period of two years from the date of reassignment, providing they are willing and qualified to do the work available. Under this scenario, when a vacancy arises, employees with this entitlement will automatically be reassigned back to the classification band in which the vacancy exists, in order of seniority. Similarly, employees who have been laid off and recalled to a position with a lower rate of pay than the position which they occupied at the time of the lay-off shall have an entitlement right to an assignment in their previous classification band, should one become available within the duration of the two year reassignment rights time period.
 - (c) While the intention of the above provision is to reinstate employees who have either been laid off or reassigned to a lower paying job back to a position at their previous rate of pay, the parties further agree that these same employees will be offered temporary, contract and/or permanent vacancies that arise in other lower paying classification bands within the two year reassignment time period. Employees who exercise their entitlement rights to such an assignment will still maintain their entitlement rights to any other vacancy that subsequently becomes available in a higher paying classification band or their original classification band. In addition, employees with reassignment rights will have the option of rejecting temporary, contract or lower paying reassignments without forfeiting their reassignment rights as outlined in this Article.
 - (d) Community Living Kingston's normal job posting procedures will not be in effect until the recall process is completed, given that some employees will have entitlement rights to vacancies within this time frame.
- 13.07 In lieu of the Employer's contribution to benefits for which the employee becomes ineligible upon being laid off, the Employer agrees to provide a separation allowance equal to the Employer's contribution to the employee's benefit plan for the first three (3) months of the period of lay off.
- 13.08 The Employer shall notify employees who are to be laid off four (4) weeks prior to the effective date of lay off, except when the lay off is caused by reasons beyond the control of the Employer. In addition, the Employer will meet with employees who are to be affected by a lay off to discuss all of the implications of the lay off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- 13.09 In the event the lay-off becomes a permanent lay-off, the employee will be given notice of permanent lay-off in accordance with the termination provisions of the Employment Standards Act, or a minimum of twenty (20) days. The notice of lay-off already given will be counted as part of the permanent lay-off notice.
- 13.10 Home Facilitators
- (1) Notwithstanding the provisions of Article 13.06 (a) the rights of an employee in a Lead Monitor or Facilitator position to displace a less senior employee within the same band will not be applicable or exercisable to secure a position in the Home Facilitator classification.
 - (2) Similarly, and notwithstanding the provisions of Article 13.06 (a), the rights of an employee in a Coordinator or Resource Consultant position to displace a less senior employee within a lower band will not be applicable or exercisable to secure a position in the Home Facilitator classification.

- (3) No employee will be considered for a transfer to a Home Facilitator position unless they have requested such a transfer in writing. Employees in Home Facilitator positions may request transfers, which will be subject to the existing transfer language in the Collective Agreement.
- (4) Following a layoff, employees may not exercise reassignment rights to secure a vacancy that arises in the Home Facilitator classification unless mutually agreed upon by the employee and the Employer.
- (5) Any situation that arises related to movement to and from a Home Facilitator position that is not specifically covered by the provision of this Agreement, when read together with the Collective Agreement, will be reviewed by the Labour-Management Committee and resolved in a manner consistent with the spirit and intent of this Agreement.

ARTICLE 14 - WORK OF THE BARGAINING UNIT AND CONTRACTING-OUT

14.01 The parties recognize the need of the Association to remain flexible and open to the introduction of new and re-organized service structures, staff patterns, employee roles, responsibilities and work locations necessitated by changing demands on the organization and service needs as determined by clients, their family members and/or the Association.

The parties further agree to provide for greater utilization of community resources and to ensure maintenance of optimum services in light of changing government funding policies.

The Union agrees to co-operate with direct volunteer involvement in any and all client programs operated by the Association and the Employer agrees that no bargaining unit member will be laid off as a result of his/her work being assigned to a non-bargaining unit person or contracted out.

However, in instances where lay-offs occur resulting from the Association's income base being affected by either a cancellation, a reduction or an interruption in funding by the Ministry of Community and Social Services, the Union and the Employer agree to co-operate in ensuring the maintenance of optimum levels of services until such time as regular funding has been re-established. The Union agrees to the use of volunteer support in any program so affected should this become necessary.

ARTICLE 15 - HOLIDAYS

15.01 (a) For the purpose of this Agreement, the following days shall be recognized as paid holidays:

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

When July 1st falls on a Sunday, the Canada Day holiday shall be recognized and observed on Monday, July 2nd, for the purpose of statutory holiday pay.

In addition to the holidays specified above, each employee shall be entitled to take four (4) floating holidays during each calendar year, to be taken upon the employee's request. These float holidays may be used for personal reasons provided notification is given to the immediate supervisor prior to the time he/she would normally report for work. When using a float day, employees will endeavour to provide the Employer with a minimum of twenty-four (24) hours notice.

Floats will be allotted in January for the calendar year. Employees may use whole or partial days. Float days may not be used on statutory holidays.

When an employee has not been able to utilize accumulated floating holiday time by the end of the calendar year, the balance of float days owing will be converted to vacation days at that time. However, if an employee leaves the organization, they will be required to reimburse the Employer for any portion of float time owing and/or used that have not yet been earned on the basis of an accumulation rate of one float day for every three calendar months.

- (b) In lieu of the four (4) floating holidays, as described above, part-time employees shall receive an additional one and one third percent (1.33%) vacation pay.

15.02 Full-Time

Full-time employees who are required to work on a paid holiday will be compensated at the regular straight time hourly rate for actual hours worked plus an additional credit at one and one-half times (1 1/2) the regular hourly rate. This credit may be applied in either of two ways at the Employer's discretion:

- (a) by a lieu time credit of time and a half, in hours: or
 (b) by a payment of wages at the above-mentioned overtime rate.

Full-time employees who are not required to work on a paid holiday will be compensated for the number of hours he/she would normally be scheduled to work at the regular straight time hourly rate.

Part-Time Employees

Part-time employees who are required to work on a paid holiday will be compensated at two and one-half (2 1/2) the regular straight time hourly rate for actual hours worked.

Part-time employees who are not required to work will receive one (1) day's compensation based on their average daily earnings for the first four (4) week period immediately preceding the paid holiday.

Home Facilitators

Holidays for Weekend Home Facilitators will be compensated in the following manner:

- (a) When a holiday falls on a day other than one when Weekend Home Facilitators are scheduled to work, one of the following options will be exercised by the Employer:

- (1) the Weekend Home Facilitator will be scheduled to work their normal weekend schedule and accrue eight (8) hours of lieu time on the actual holiday date, or
 - (2) the Weekend Home Facilitator will be granted a *clear* day off from their normal weekend schedule to compensate them for the holiday. For the purpose of determining a clear day, the Parties agree that if the Friday is granted off, the Weekend Home Facilitator will be off from 3:00 P.M. Friday to 9:00 A.M. Saturday. If Saturday is granted as the *clear* day off, the Weekend Home Facilitator will be off from 9:00 A.M. Saturday until 9:00 A.M. Sunday. If Sunday is granted as the *clear* day off, the Weekend Home Facilitator will be off from 9:00 A.M. Sunday to 11:00 P.M. Sunday.
- (b) When a holiday falls on a Friday, Saturday or Sunday, one of the following two options will be exercised by the Employer:
- (1) the Weekend Home Facilitator will be scheduled to work and accrue lieu time in accordance with the provisions of the Collective Agreement, or
 - (2) the Weekend Home Facilitator will be scheduled off for the holiday in accordance with how a *clear day* is defined above.
- (c) Floating holidays for Weekend Home Facilitators will be scheduled off in accordance with the *clear* day practice outlined above.

- 15.03 When an employee is scheduled to work on a holiday and does not work, he/she shall be compensated for the holiday as outlined in Article 15.02.
- 15.04 For the purpose of the application of this Article, an employee will be compensated at the appropriate overtime rate for all hours worked during the 24 hour period of the holiday.
- 15.05 When any of the above-noted holidays fall on a full-time employee's scheduled day off, other than a weekend, one of the following three options will be exercised:
- (a) the Employer, by providing the required four weeks notice, may schedule the employee to work one less regularly scheduled day in the pay period in which the holiday falls;
 - (b) should the Employer fail to provide the required notice specified above, another day off in that pay period may be scheduled off by mutual agreement between the Employer and the employee;
 - (c) the employee will accrue lieu time, at straight time in an amount of hours equivalent to what they would normally work, should they work their normal full complement of hours in that pay period.

When any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the statutory holiday for employees whose normal work week is Monday to Friday. For other employees the statutory holiday shall be observed on the day it falls.

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applied to

the Monday) shall be deemed to be the statutory holiday for employees whose normal work week is Monday to Friday. For other employees the statutory holiday shall be observed on the day on which it falls.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 (a) The Employer may, in its discretion, grant a leave of absence with or without pay to any employee for education and/or personal reasons. Requests for leave of absence shall be in writing and submitted to the Executive Director. Written requests for leave of absence will not be arbitrarily or unreasonably denied. The Employer will respond to such requests as soon as possible. Employees requesting leaves which are denied will receive a written response from the Executive Director giving the reasons why.

16.02 (a) Pregnancy/Parental Leave

The Employer agrees to grant a pregnant employee or an adoptive parent, who has thirteen (13) weeks or more of service, leave of absence for a period of up to fifty-two (52) weeks. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy providing the employee is able to carry out her regular duties in a normal manner, or the privilege to request a re-assigning from her regular duties to that of less demanding work at the rate of pay for that work, if such is available.

The period of leave will be considered as continuous service for purpose of seniority, length of vacation entitlement, float days and annual increments. During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for benefits under Article 25 of the current collective agreement unless the employee gives the Employer a written notice that the employee does not intend to pay their contributions, if any. Employee contributions, if any, will be submitted by the employee to the Employer on a monthly basis during the term of the leave.

Employees returning from pregnancy leave or parental leave shall be returned to a position in their previous classification band. The employee shall not be entitled to any sick leave benefits during leave of absence for pregnancy.

Employees shall give written notification two (2) weeks prior to the commencement of her requested leave together with her expected date of return. A doctor's certificate will be provided upon request, the cost of which will be borne by the Employer. Employees may terminate a pregnancy leave or parental leave by providing the Employer with five (5) weeks written notice. Requests to return with less than five (5) weeks written notice will not be unreasonably denied by the Employer.

16.02 (b) Paternity Leave

An employee whose spouse gives birth to a child or adopts a child shall be granted three (3) working days paid leave contiguous to the event and, upon request by the employee, shall be granted up to fifty-two (52) weeks unpaid leave. Employment benefits during the unpaid leave may be maintained on condition that the employee pays their share of the premium cost. The employee shall not be entitled to any sick leave benefits during the leave of absence.

16.03 (a) Jury Duty / Coroner Inquest

If an employee is required to attend a coroner inquest or serve as a juror or Crown witness, he/she shall not lose his/her regular pay because of such attendance provided he/she notifies the Executive Director immediately upon notification that he/she will be required to attend a coroner inquest or serve as a juror or Crown witness, presents proof of service and promptly pays to the Employer any amounts paid to him/her for such service. A probationary employee who is required to attend a coroner inquest or serve as a juror or Crown witness will have his/her probationary period extended by the length of the leave.

(b) Leave for Court Appearance

In the event an employee is accused of an offence which requires a court appearance, he/she shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is jailed awaiting a court appearance, he/she shall be given an automatic leave of absence without loss of seniority, but without pay.

(c) Compassionate Care Family Leave

Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. During the leave, employees will continue to accrue seniority. If an employee chooses to make contributions to the benefits plan and/or designated RRSP, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in the same position they were in at the time the leave commenced.

Employees may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied, given consideration to the operational requirements of the Employer. On return from leaves that are extended beyond eight weeks, employees will be placed in a position within the classification band they were in at the time the leave commenced.

16.04 The Employer shall grant leaves of absence without pay for up to two (2) employees to attend Union conventions or seminars, provided that:

- (a) such leave does not unduly interfere with the operational requirements of the Employer;
- (b) the total combined leave for the bargaining unit granted hereunder shall not exceed twenty (20) working days per year of the Agreement;
- (c) not more than one (1) employee from any work area may receive leave hereunder at any one time; and
- (d) the Union gives fourteen (14) clear days' notice of such leave to the Employer.

16.05 CUPE National Convention

The Employer shall provide five (5) working days' paid leave of absence to one (1) employee who is selected by the Union to attend the biennial CUPE National Convention,

All wages paid to an employee granted such leave shall be charged to the Joint Staff Education and Conference Fund, and the provisions of Article 16.04 shall apply.

It is understood that the Employer may require the employee to visit and report upon certain facilities for the developmentally handicapped in the convention host city during the leave.

16.06 Special Leave of Skills Upgrading

The Employer may require employees, from time to time, to participate in skills upgrading programs. In such an eventuality, the employee shall be granted paid leave and reasonable expense compensation.

16.07 Employee Assistance Program

The Employer agrees to continue to provide and pay for an Employee Assistance Program for all employees. The EAP will be delivered in ways that are in accordance with Community Living Kingston's Employee Assistance Program policy. Community Living Kingston's Employee Assistance Program is entirely confidential in nature and is designed as a benefit for employees. Participation in this program is entirely voluntary.

The Joint Employee Assistance Program Committee will monitor the services provided through this program, consistent with the established Terms of Reference for the committee.

16.08 Leave For Recovery

Employees who are required to absent themselves from work to participate in a mandatory recovery program shall be granted leave of absence that will be compensated by the expenditure of sick leave credits, Employment Insurance Sick Leave benefits (where applicable) and then by the grant of special personal leave. Compensation shall be at the level provided by the various above-mentioned benefit plans.

The services of Community Living Kingston's Employee Assistance Program will only be accessed for mandatory recovery purposes when there is mutual agreement between the Employer, employee and Union.

16.09 Time Off for Voting

As provided by statutory right under The Canada Elections Act and/or other applicable legislation, employees shall be allowed sufficient time off before the closing of polls to allow four (4) consecutive hours for voting in federal, provincial, municipal elections, or referenda without deduction from pay for the full shift.

16.10 Medical Care Leave

The Employer agrees to allow employees sufficient paid time off from normally scheduled work time to attend appointments for medical and dental care. Employees will make every attempt to schedule such appointments during non-working hours. Employees may be required to show proof of health care in a form acceptable to the Employer. Such time off will be limited to sixteen (16) hours in a calendar year, but under special circumstances, additional time may be granted at the Employer's discretion.

16.11 Self-Funded Leave

(a) Eligibility

All Union employees, administrative staff and management staff who meet the following criteria:

- (1) Full-time employees with at least one year seniority
- (2) Part-time employees with at least five years seniority
- (3) Are less than 59 years old at the time of application

(b) Approval

The Employer may, at its discretion, grant a self-funded leave. Applications for a self-funded leave must be in writing and submitted to the Executive Director. Applications will not be arbitrarily or unreasonably denied. Any employee whose request for a self-funded leave is denied will receive a written response from the Executive Director outlining the reasons for denial. Subject to the approval of the Executive Director, leaves will be granted for periods not less than six months and not more than one year. The length and date of the leave must be established at the time the application is made. There will be no exceptions. The employee must commit to return to employment at Community Living Kingston for a period at least equivalent to the leave.

(c) Termination

The plan may be terminated under the following conditions:

- (1) Termination of employment (including lay-off)
- (2) Extreme financial hardship of the employee
- (3) Total disability
- (4) Death

(d) Fees

There will be an administration fee of \$150.00 per year which will be charged at the beginning of each year.

(e) Accumulation Period

During the accumulation period, the employee will earn the salary they would normally be entitled to and will accrue and use vacation as usual. The maximum accumulation period will be four years. All Employment Insurance benefits and deductions, RRSP contributions and union dues would be based on total salary. The employee will be taxed and will pay CPP on 80% of their salary during the accumulation period. Calculations of regular salary for purposes of deferral will exclude all premiums and bonuses and will include regular earnings, vacation pay, statutory holiday pay and sick pay. The balance of 20% will be

deposited in a trust account at a financial institution of the Employer's choice, to be paid out to the employee during the period of leave. Any interest on the money held in trust will be taxable interest income and will be paid out to the employee in the year that it is earned. The financial institution will issue a T5 form directly to the employee.

Salary deductions will be suspended under the following conditions:

- (1) Parental leave
- (2) Unpaid leave of absence or lay-off greater than 30 days
- (3) Short term sick leave

(f) Leave Period

The leave period must start on the day immediately following the last day of the accumulation period. During the leave period, the employee may chose payment as one lump sum or may receive a payment once a month. The amount will be the balance they have accrued in their trust account less deductions for income tax and CPP. A cheque will be issued on the first of each month and will be available for pick-up at the office or mailed on that day. Any accumulated interest earned on the trust account during the leave period will be paid to the employee at the end of the leave period and will be taxable.

The employee will not be entitled to any employment benefits during the period of leave, as he/she will have already received the full benefit of his/her employment during the accumulation period. This means that the employee will not be entitled to government employment benefits, sick leave benefits, RRSP contributions and vacation accrual during the leave period. The employee may elect to continue group insurance with Community Living Kingston, however the employee must pay the full premium.

The employee will accrue seniority during the period of leave. Part-time employees will accrue seniority based on the average hours worked in the accumulation period.

Any monies owing by the employee at the start date of the leave will be deducted from the first payment. This includes: bonds payable, group insurance premiums payable, computer purchase payable, and other miscellaneous amounts owing.

The employee may not work for Community Living Kingston during the period of leave and will not receive any other employment related payments from Community Living Kingston during this time.

(g) Return to Work

Employees returning from self-funded leave shall be returned to a position within their previous classification band, consistent with the provisions of the Collective Agreement.

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 An employee shall be granted seven (7) working days' leave of absence at his/her regular straight time rate in the event of death of his/her spouse or child. Spouse shall include same sex partner.

An employee shall be granted five (5) working days' leave of absence at his/her regular straight time hourly rate in the event of death of his/her mother, father, brother or sister.

An employee shall be granted up to three (3) days' leave of absence at his/her regular straight time hourly rate to make arrangements for or to attend the funeral of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents or grandchild, provided that the employee loses time on a regular scheduled working day.

The Employer may grant additional days of paid leave under any of the foregoing circumstances at the Employer's discretion.

- 17.02 An employee will not be eligible to receive payments under this Article for any period which he/she is receiving payments in the form of paid holidays, any disability or sick leave benefits or W.S.I.B. benefits.
- 17.03 The days of leave specified above are to be taken consecutively, unless other wise agreed by the parties or except in special circumstances.

ARTICLE 18 - REIMBURSEMENT

18.01 Mileage

- (a) In the event an employee uses his/her automobile during work hours and is authorized by the Employer to do so, the Employer shall pay an allowance of thirty-seven (37) cents per kilometre upon receipt of an official travel expense form approved by the employee's immediate supervisor. Employees who travel in excess of 400 kilometres in any given month will be paid at the rate of thirty-eight (38) cents per kilometre.

Within the boundaries of the City of Kingston, staff must get to their first working destination at their own expense and on their own time. From that first site, all travel (time and mileage) will be compensated at applicable rates during the shift, until the final work site of the shift is reached. Staff members are responsible to get home from their last work site at their own expense and on their own time. In situations where employees either commence or end work outside the boundaries of the City of Kingston, as defined below, the applicable mileage rate will apply. The boundary to the North is defined as beyond Highway 401. The boundary to the west is defined as Coronation Boulevard. The boundary to the east is defined as beyond Abbey Dawn Road on Highway 2.

The parties agree that damage claims to automobiles due to client's use will be reimbursed upon submission of acceptable evidence. The Employer reserves the right to review the legitimacy of such claims, including the right to inspect the damaged vehicle. The Employer will reimburse costs for any cleaning required as a result of a specific incident, subject to the same conditions as outlined above. Information on the fleet liability insurance will be made available upon request.

- (b) Any round trip over 35 kilometres outside the Greater Kingston Area must be authorized in advance by the employee's supervisor.

The Union agrees that Liability Insurance carried by the Employer provides employees with acceptable legal liability protection against claims arising out of accidents involving

vehicles driven by employees on the business of the Employer. This coverage applies only in excess of the insurance carried by the owner of the vehicle and is subject to a deductible amount of **\$100** with collision claims, which the Employer agrees to pay in the event of such a claim.

In the event an insurance company charges an employee an additional fee to enable that employee to carry passengers while at work, the organization will reimburse the employee to a maximum of **\$75.00** for one vehicle per year, upon receipt of proof of this insurance requirement. In order to receive this reimbursement, the employee must provide the Employer with a copy of the insurance policy specifying the cost of the additional fee required for this purpose.

18.02 Parking

The Employer agrees to reimburse employees for job related parking costs upon submission of receipts.

18.03 Meal Allowance

All employees who work a shift that is six (6) hours or longer are entitled to a meal hour, which can be provided in one of the following three ways:

- (a) the employee is required to stay at the work setting during the meal hour and perform such duties as are required and the Employer provides a meal;
- (b) the employee may claim a meal allowance of eight dollars (\$8.00) on the regular expense claim when he/she is required to stay at the work setting during the meal hour and perform such duties as are required and the Employer does not provide a meal similar to those made available to employees who work in residential settings.
- (c) the employee is provided with an opportunity to leave the work setting for a full hour and is not required to perform any duties during this time.

Employee meals will be paid by the Employer when the employee is assigned to "dine out" with clients during the course of his/her duties, to a maximum of twelve dollars (**\$12.00**) for breakfast and lunch and fifteen dollars (\$15.00) for dinner.

18.04 Clothing Allowance

The Employer agrees to provide safety boots or shoes, coverall, uniforms and any other special or protective equipment as required by the Employer in any situation where a Community Living Kingston employee is required to wear such equipment in the performance of his/her job duties.

Upon submission of acceptable evidence, the Employer agrees to reimburse employees for the replacement value of articles of clothing accidentally damaged or destroyed during the performance of the employees' duties. The Employer reserves the right to review the legitimacy of such claims, including the right to inspect the damaged or destroyed article of clothing

ARTICLE 19 – WAGES/PREMIUMS

19.01 The Employer agrees to pay and the Union agrees to accept, for the term of this Agreement, the wages set forth in the Schedule "A" attached hereto.

19.02 The Employer agrees to pay the wages set forth in the Schedule "A" s biweekly every other Friday. The employee's notification of direct electronic deposit of the employee's pay shall indicate the amount of wages, and overtime, and other supplementary pay **as** well as any deductions **made** by the Employer. The employee's Statement of Earnings and Deductions will include a record of that employee's current amount of lieu time, vacation time, sick leave and floating holidays.

19.03 Retroactivity

All wages or **salary** negotiated in the new agreement shall be adjusted retroactively to the Commencement date of the new agreement.

An employee who has voluntarily severed his/her employment or been laid off between the termination date of this agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, or salary, provided the employee leaves a forwarding address with the Employer.

19.04 Premiums

The purpose of this Article is to address the issue of how Community Living Kingston employees are to be compensated when they perform additional responsibilities that **are** either typically affiliated with duties associated with a higher paying classification or when these responsibilities **are** assigned at times of the day when a shift premium applies.

- (a) For the purpose of this agreement, a premium is defined as an hourly compensation rate that exceeds the existing hourly rate of pay of the affected employee's job classification. Premiums will be paid in the following situations:
- (1) when the Employer has formally assigned an employee the responsibilities of a higher paying classification.
 - (2) when an employee is assigned to work awake overnight shifts;
 - (3) when an employee is assigned to work at Kwik-Shred or any location that the Union and Employer agree in future is worthy of a premium.
- (b) The parties agree that premiums bear no relation to classification other than that of recognition of the work assigned. Specifically, employees who **are** paid a premium maintain their current classification.
- (c) The Employer agrees to post opportunities for employees to be scheduled for shifts that involve the paying of premiums. The Employer will maintain a "list" of employees who have been selected through this posting process. While the Employer will attempt to equitably distribute available shifts to employees on this list, it is expressly understood that employees on the list have no entitlement to a minimum number of hours of work that include a premium payment.

- (d) Employees in higher paying classifications who **are** re-assigned to a lower paying classification do not have re-assignment rights to the list of employees who work shifts that involve premium payments, but they may apply for future posting opportunities for premium shifts.
- (e) The following premiums will be paid for the following assignments:
- (1) Awake Overnight - \$1.50 per hour awake overnight shift premium;
 - (2) Kwik-Shred - \$0.95 per hour;
 - (3) Employer Assignment to a Higher Paying Classification – the hourly rate of pay differential between the employee’s current rate of pay and the applicable rate of pay of the higher classification, in accordance with grid steps.
- (f) The parties agree that employees who regularly perform work for which they **are** paid a premium will **be** compensated at the premium rate of pay for the purpose of sick pay and on a pro-rated basis for vacation and statutory holiday pay, based on the previous two pay periods. However, shift premiums for Kwik-Shred and awake overnights **are** only paid when the employee actually works the shift.

ARTICLE 20 - GENERAL

20.01 Personnel Files

- (a) An employee may request the examination of his/her personnel file and the same shall be shown to the employee during normal office hours within forty-eight (48) hours of the filing of the request. Every employee has the right to make a written response to anything in the personnel file and such response shall **become** part of the file.
- (b) A copy of any disciplinary notice will **be** placed in the employee’s personnel file and a copy shall be given to the employee concerned, the local Union President or Chief Steward, and the CUPE National Representative. A copy of any nondisciplinary recorded discussions that **are** placed in the employee’s personnel file will **be** submitted to the employee involved. Copies of all other correspondence between the Employer and an employee will **be** placed in the personnel file as well.
- (c) Clearing of Record

The disciplinary record of an employee, including any Record of Discussion letters that could lead to discipline, shall **be** removed from the file and the Employer shall not rely upon there having **been** a record for any purpose whatsoever, except where required by law, once one of the following conditions have been met:

- (1) When twelve (12) months have elapsed since the Record of Discussion letter that could lead to discipline.
- (2) When twelve (12) months have elapsed since the issuance of an oral warning, provided there has **been** no recurrence of a similar and/or other infraction.

- (3) When twenty-four (24) months have elapsed since a written warning or suspension, provided there has been no recurrence of a similar and/or other infraction.

20.02 Performance Appraisals

Each employee will receive a formal written **performance** appraisal every two years from his or her original date of hire, although the Employer agrees to provide **an** annual appraisal to any employee who **q u e s t s** one. Appraisals will be reviewed at the mid-point between appraisals with each employee. Appraisals for probationary employees will be completed by the end of the probation period. Employees shall be given a copy of their appraisal and at least two (2) working days notice of their appraisal meeting. All evaluation meetings shall be scheduled at a mutually convenient time, unless scheduled four week's in advance consistent with the provisions of the Collective Agreement, and shall be considered time worked and be on paid time. Each employee will receive a copy of the draft appraisal at least two (2) days prior **to** the meeting. The parties agree that evaluation meetings scheduled outside of normal work hours that are missed by employees due to illness will be rescheduled **and** no sick time pay may be claimed for the missed meeting.

Employees may make a written response to their performance appraisal which the Employer agrees to attach to the appraisal. If the employee indicates disagreement with the appraisal, an automatic review of the appraisal will be conducted by the Operations Director. Employees may **q u e s t** to meet with the Operations Director **as** part of this process.

20.03 Workload Concerns

The parties agree to discuss issues of concern that arise out of an employee's workload through the Labour-Management Committee.

20.04 New Programs

When newly funded client services that create or affect bargaining unit positions are being implemented, management will inform the Union before implementation to discuss wages, hours of work and other responsibilities of the program.

- 20.05 Consistent with the requirements of local Day Care Centers and the City of Kingston, all Resource Consultants and the Pre-School Services Coordinator will undergo an annual criminal reference check, the cost of which will be paid for by the Employer. In the event any of these employees **are** deemed ineligible to continue in their current capacity as a result of a positive criminal reference check, they will maintain their rights within the bargaining unit, in accordance with the provisions of the Collective Agreement.

ARTICLE 21 - HOURS OF WORK

- 21.01 It is hereby expressly understood and agreed that the provisions of this article are for the purpose of computing overtime and shall not be construed to be a guarantee of limitation upon the hours of work to be done per day or per week or otherwise, nor **as a** guarantee of working schedules, save and except the undertaking set out in Article 21.02 (c).
- 21.02 (a) (1) Subject to paragraph (2) below, the regular assigned shift of work for all full-time employees shall be eighty (80) hours averaged over a two (2) week period and the regular daily shift shall not exceed twelve (12) hours. Alternatively, by mutual agreement, the regular assigned shift of work may range from no less than seventy

(70) hours and no more than ninety (90) hours in any respective pay period and will average to one hundred and sixty hours (160) over any four week period. The alternative shift of work will only be scheduled after the Employer and the employee sign an agreement to do so, which may be rescinded by either party with the provision of four weeks written notice.

- (2) The Employer may introduce ten (10) or twelve (12) hour shifts as part of an employee's regularly scheduled hours of work and, provided that such shifts are indicated on the posted schedule, no overtime shall be payable unless they cause an employee to work more than eighty (80) hours averaged over a two (2) week period.
- (3) Employees who work a shift of less than three (3) hours' duration shall receive three (3) hours of pay for that shift.
- (4) Any scheduled meeting with the Employer will be considered paid time, with the minimum three-hour call in applying. Two exceptions to this practice are noted under Article 6.06 and Article 21.04".
- (5) The Employer may, from time to time, designate certain staff assignments as self-scheduled and employees fulfilling such assignments shall be subject to the provisions of Article 21.02 (b), below.

21.02 (b) Self-Scheduling

- (1) Those staff members who operate on a self-scheduled basis must combine their freedom in scheduling their work time with responsibility. An account of hours worked must be submitted to the appropriate supervisor as soon as possible at the end of a pay period. Staff should be able to itemize hours worked and where, if required to do so.
- (2) Overtime will be recognized for reimbursement only if it has been authorized in advance by the supervisor. In cases of emergency, the overtime must be reported immediately following the overtime shift (or part). The normal requirements for reporting of emergencies and/or incidents shall apply in any case. Should such situations occur requiring overtime, staff are requested to make every effort to reduce total overtime in a pay period by reducing hours worked on subsequent days in the pay period.
- (3) Lieu time taken in excess of three (3) hours per pay period must be authorized in advance by the supervisor.
- (4) Vacation time must also be requested in writing and authorized in advance
- (5) Illness and the inability to work must be reported immediately to the supervisor, as outlined in Article 24 of the Collective Agreement.
- (6) A meal hour may be claimed on a six (6) hour shift if no meal has been provided on that shift. Where a staff member eats with a client, whether in a restaurant or in the client's Home, no meal hour can be claimed for that shift. Employees shall be required to perform such duties as are necessary during such meal period.

- (7) The minimum three hour call-in provision does not apply to self-scheduled hours, except in emergency situations.

(c) Part-Time Minimum Hours

Part-time employees in their first calendar year of employment shall be scheduled to work a minimum of sixteen (16) hours per week, averaged over a four week period. These employees **are** eligible to apply for benefits upon the completion of their probation period.

Part-time employees with one calendar year of service or **more**, shall be scheduled to work a minimum of twenty (20) hours per week, averaged over a four week period, and if not scheduled consistent with this provision shall nevertheless be paid as though they had worked the minimum hours, unless otherwise agreed in writing, on the Waiver of Minimum Hours form, between the Employer and employee. Part-time employees shall be entitled to pay at overtime rates for those hours in excess of eighty in a two-week pay period.

In order to determine the four-week period for the averaging of minimum hours, the parties agree that the pay period where an employee works less than the minimum number of required hours will be averaged with the pay period that immediately follows.

(d) Home Facilitator

- (1) The work week will consist of the time from Monday at 1500 hours to Friday at 900 hours for the weekday Home Facilitator, excluding daytime, hours from 900 hours to 1500 hours. This total of 72 hours is pro-rated, meaning each hour is credited at .55 of an hour, for a total of 40 hours compensation per week. The weekend Home Facilitator works from 1500 hours on Friday to 2300 hours on Sunday. This total of 56 hours is also pro-rated, meaning each hour is credited at .71 of an hour, for a total of 40 hours compensation per week. It is agreed by the parties that all calculations based on the pro-rating system will be rounded off to the nearest half-hour.

The parties agree that the rationale for the discrepancy in hours worked between the two positions is in recognition of the fact that the weekend Home Facilitator works consecutive hours as well **as** fifty-two weekends per year.

By mutual agreement between the Employer, employee and the Union, the hours of work **may** be altered.

Home Facilitators who are required **to** stay awake for any part of the time period between the hours of 11:00 p.m. and 7:00 a.m. to respond to client needs will be compensated at the straight time rate of pay for those awake hours.

- (2) Job responsibilities which must be carried out during times other than regularly scheduled shifts will be viewed **as** overtime and the accreditation for overtime will be at time and one-half, not pro-rated.
- (3) Upon the commencement of employment, Home Facilitators will receive immediate credit for eighty (80) actual hours of lieu time. The normal conditions for accumulating or taking lieu time off will apply.

Subsequent lieu time taken **off** or earned will be subtracted from or added to the 80 hour total. Home Facilitators who have less than the original starting bank of 80 hours lieu time upon termination of employment in this position will not be required to reimburse the Employer but will only maintain current lieu hours in excess of eighty (80) upon termination of employment or commencement of a new position.

- (4) Overtime hours worked will be accredited on the basis of actual hours and not in accordance with the pro-rating system.
- (5)
 - (i) By mutual agreement, the weekend and weekday Home Facilitators may switch their regularly assigned hours in any given week, pending final approval by the Employer. In situations where there is no mutual agreement, the regular schedule applies.
 - (ii) Home Facilitators have the right of choice and the right of refusal with respect to working the opposite weekly shift when their colleague is on vacation.
- (6) Given that the weekday and weekend Home Facilitators have the same job description, the Employer will endeavour to ensure that responsibilities are equally divided between the positions.
- (7)
 - (i) With respect to holidays and floats, Home Facilitators are compensated in a way that is consistent with the pro-rated scheduled shift. For example, for the weekday person, this means that a holiday is compensated as 10 hours.
 - (ii) For the purposes of determining sick time, lieu time and vacation time, it is understood that hours are calculated in a way that is consistent with the prorating system.
 - (iii) Compensation for Home Facilitators holidays and floats is defined in Article 15.02.
- (8) Consistent with Article 22, the Employer may schedule a Home Facilitator to take their weekly or weekend shift off with lieu time when clients are away, providing appropriate notice is given. Home Facilitators will be offered the opportunity to take time off using vacation time. In situations where the Home Facilitator chooses to work, they will have the option of working in another location. If the other location is a non-Home Facilitator model, the Home Facilitator will only be required to work 40 actual hours, to be scheduled within the time frame of their normal working hours if possible. In these situations, actual shifts and location will be determined by the Employer.

Vacations at an external location that involve the provision of support for people other than those normally supported through the Home Facilitator location will be considered a non-Home Facilitator model, and Home Facilitators will be required to work only 40 actual hours per week, as outlined above.
- (9) The Employer agrees that no more than three (3) clients will permanently reside at any location using a Home Facilitator model.

- (10) The Employer will bi-annually post opportunities for employees to be included on a relief Home Facilitator list. Employees on this list will only be scheduled to work a normal full weekend or weekday Home Facilitator schedule by mutual agreement between the employee and the Employer. While there is no obligation on the part of the Employer to equitably share the scheduling of these assignments among employees on the relief list, the Employer will make every effort to do so in the interest of ensuring fairness and for the purpose of enabling employees on the list to remain familiar with the responsibilities associated with these assignments.

When working a full weekday or weekend Home Facilitator schedule, the employee will be compensated at the normal Home Facilitator rate of pay, in accordance with the pro rating system.

- (11) Seniority and Layoff Provisions for Home Facilitators are defined in Article 13.10.

21.03 The Employer agrees to establish schedules in accordance with the following:

- (a) employees may request a scheduled split shift. It is understood that split shifts shall not be scheduled unless mutually agreed otherwise by the Employer and the employee, and providing that the total number of hours of the combined shifts do not exceed thirteen (13) hours, as specified in the Employment Standards Act.
- (b) work schedules shall be posted at least four (4) weeks in advance for full-time and part-time employees. The Employer may make changes to posted schedules without employee consent provided these changes are made in advance of the required four week notice period, unless a lesser amount of time is allowed by Act or Statute (e.g. Employment Standards Act). No changes shall be made to schedules with less than four weeks notice without the consent of the employee unless twenty-four (24) hours' notice of shift cancellation has been given to the employee. If such notice is not given, the affected employee shall be paid for one-half (1/2) of his/her cancelled shift, or portion thereof, provided, however, that in no case shall the payment be for less than three (3) hours.

In the event changes are made to a posted schedule, the Employer will directly contact affected employees, even if the changes are made more than four (4) weeks in advance. If the Employer is unable to reach the employee, a telephone message will be left at the employee's Home, if possible, and a note will be placed in the communication book at the work site, indicating the details of the schedule change

- (c) shifts of more than twelve (12) hours will not be scheduled.
- (d) the Employer agrees that no employee shall be scheduled to work more than six (6) consecutive days without a day off.
- (e) shifts will be scheduled with at least eleven (11) hours off in between shifts unless mutually agreed otherwise by the Employer and the employee. No shift will be scheduled with less than eight (8) hours off in between shifts under any circumstances.
- (f) All employees will not be scheduled for at least one twenty-four (24) consecutive hour time period per week. In situations where employees have more than one day off a week, the Employer will endeavour, whenever, possible, to schedule days off so they are consecutive.

21.04 Joint Committees - Compensation

Any employee who is a member of a joint Community Living Kingston committee will be compensated for attending meetings. The parties agree that the three-hour minimum shift Article does not apply in these circumstances and the compensation will be at straight time.

21.05 For the purpose of determining all entitlements under this Agreement, the parties agree that for paid statutory and floating holidays, leaves of absence and bereavement leave, a "day" shall be equivalent to a normal scheduled shift. For sick time and vacation time, a "day" shall be equivalent to eight (8) hours.

21.06 Requests For Scheduled Time Off For Part-Time Employees

Part-time employees may request to not be scheduled for periods of time consistent with the principle of accrued vacation time, based on seniority that applies to full-time employees. Part-time employees making such requests will use the Requests For Scheduled Time Off form and submit it to their Unit Manager. Part-time employees must provide the Employer with three (3) months' written notice of their request for time off and the Employer must respond in writing two (2) months prior to the commencement of the request for time off. The parties recognize that the final decision concerning the scheduling of time off resides with the Employer. The Employer agrees that these requests will not be unreasonably denied.

ARTICLE 22 – OVERTIME / ON-CALL COMPENSATION

22.01 It is the Employer's intention that all overtime should be subject to mutual agreement between the employee and the supervisor whenever possible.

If an employee is authorized to work and does work in excess of his/her regular hours of work as set out in Article 21, he/she will be compensated by either of the following at the option of the Employer:

- (a) Lieu time off equivalent to one and one-half (1 1/2) times the time so worked overtime;
- OR
- (b) Payment of an overtime premium at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay for time so worked.
 - (c) The Employer agrees that where employees are temporarily assigned to a higher paid classification and accrue overtime during the period of assignment, such employees shall be paid for overtime accrued at the higher rate of pay at the conclusion of the period of temporary assignment.

The Employer will exercise one of the options listed above at the end of each pay period in which overtime is worked. In situations where lieu time is accumulated, an employee may accumulate forty (40) hours of lieu time and take any portion of that time off at a time convenient to the employee only by providing his/her supervisor with four (4) weeks written notice.

After the accumulation of forty (40) hours, the Employer may require the employee to take such lieu time off as will reduce the accumulated time to forty (40) hours. The Employer reserves the right to pay out accumulated overtime in excess of forty (40) hours at any time. By mutual agreement the

full amount of accumulation of overtime can be paid out. The Employer agrees to give employees four (4) weeks notice of requirement to take the lieu time off under the above provisions.

For employees working longer daily shifts, overtime will be compensated when overtime worked is more than the regular hours of the longer daily shift or if the employee works more than eighty (80) hours averaged over a two (2) week period.

Lieu time equivalent to one (1) shift can be taken off at a time convenient to the employee upon providing his/her supervisor with two (2) weeks' notice. This lieu time shall be restricted to a maximum of one (1) shift in a pay period. This entitlement is contingent upon the following conditions being met:

- (a) the employee has secured a replacement staff person to cover his/her shift;
- (b) the replacement person is not working overtime as a result of agreeing to cover the shift; and
- (c) the employee's immediate supervisor has given final approval, which will not be unreasonably denied.

22.02 **The** Union recognizes the requirement for overtime and agrees to co-operate with the Employer in the performance of the same. All overtime shall be authorized in advance by the supervisor. Authorization shall include emergency situations where the employee immediately notifies his/her supervisor or their designate of the nature of the incident and the necessity for overtime.

In the event that the Employer is unable to find a replacement and an employee is required to stay beyond the end of his/her scheduled shift, the Employer will ensure the employee's overtime shift does not exceed eight (8) hours, except by mutual agreement. Part-Time employees who are required to remain at work beyond the end of a scheduled shift shall be compensated at time and one-half (1 1/2) for all additional time worked. Full-time employees have the option of being paid for hours required to stay beyond the end of a scheduled shift or receiving a lieu time credit, also at time and one-half (1 1/2). Full-time employees will receive a lieu time credit unless the payroll office has been notified during that pay period that payment is requested. The entitlement to be paid for full-time employees can be capped at twenty hours (20) in any given pay period at the discretion of the Employer.

22.03 It is understood that there will be no duplication of premiums under the Agreement ~~nor~~ pyramiding of overtime.

22.04 An employee who is called into work outside his/her regularly scheduled hours of work will receive a minimum of three (3) hours' pay at his/her regular straight time hourly rate except to the extent that such work overlaps and extends into his/her regular hours.

22.05 On-Call Compensation

Community Living Kingston employees who carry a pager or agree to an on-call assignment will be compensated with a lieu time accreditation and/or actual payment that is consistent with their regular straight time rate of pay. Responses to emergencies on paid holidays are subject to normal overtime premium rates. Employees will be compensated for mileage to and from the response location.

- (a) When a bargaining unit employee carries a pager, the normal assigned period will commence at 15:00 hours on Monday and end at 15:00 hours the following Monday. For this period, full-time employees will receive either a twenty (20) hour lieu time accreditation or twenty (20) hours of pay. The employee must declare which compensation option they choose at the time they become a pager carrier and must give the Employer two months advance notice should they wish to change their compensation option in the future. Part-time employees will receive twenty (20) hours of pay.

Employees responding to emergencies while on call will be compensated with an additional minimum ~~three~~ (3) hour accreditation per response. For the purposes of this agreement, a response will be defined as physically travelling to a work site; phone calls will **not** be considered for additional compensation.

In the event that an employee is on-call for less than a one week period, he/she shall be compensated with 2.5 hours of accreditation for weekdays, and 3.75 hours of accreditation for each weekend day for every 24 hour period on call, or portions thereof.

Where an employee is on-call during a paid holiday, an additional 4 hours of accreditation will be added to the rates for one week as described above.

- (b) When an employee carrying a pager is designated as the first point of response for Community Living Kingston's overnight security system, he/she will be compensated as follows: 4 hours accreditation for a weekday, 6 hours accreditation for a weekend day and 8 hours accreditation on a holiday. This compensation is provided in lieu of normal pager compensation for the specified period, except that the 3 hour call-in provision outlined above still applies. For the purpose of this clause, a weekend day is defined as 11:00 p.m. Friday to 9:00 a.m. Saturday, and 11:00 p.m. Saturday to 9:00 a.m. Sunday.
- (c) Employees who are on-call on weekends from Friday at 4:30 p.m. to Monday at 8:30 a.m. will receive a \$600.00 stipend plus eight (8) hours lieu time, or twenty-four (24) hours lieu time at the employee's option, for all duties performed during this time period. In the event that an employee carries the pager for a period of time longer than the typical weekend described above, such as on paid holidays, an additional \$250.00 plus twelve (12) hours lieu time, or twenty (20) hours lieu time at the employee's option, will be paid for each additional twenty-four hour period, or part thereof, that the pager is carried. In the event that an employee is required to respond in person to a situation that arises while on-call and is required to remain at the location(s) of the response for a period of three (3) hours or longer, they will be paid at regular hourly rates for such additional hours or at the employee's option the equivalent time in lieu, neither of which are subject to overtime premiums. Responses in person of less than three (3) hours are considered to be covered by the above stipends.

In the event a statutory holiday falls on a Saturday or Sunday, and is not formally recognized on a Friday or a Monday, the employee will receive an additional payment of \$50.00 plus an additional 9 hours lieu time on top of his/her normal weekend compensation.

ARTICLE 23 - VACATIONS

- 23.01 (a) Each full-time employee, upon completion of one (1) year's continuous employment with the Employer, shall have earned 120 hours (three weeks) vacation with pay at his/her regular straight time hourly rate accruing at the rate of 4.62 hours per pay period.

- (b) Each full-time employee, upon completion of five (5) years continuous employment with the Employer, shall have earned 160 hours (four weeks) vacation with pay at his/her regular straight time hourly rate accruing at the rate of 6.15 hours per pay period.
- (c) Each full-time employee, upon completion of ten (10) years continuous employment with the Employer, shall have earned 200 hours (five weeks) vacation with pay at his/her regular straight time hourly rate accruing at the rate of 7.69 hours per pay period.
- (d) Each full-time employee, upon completion of fifteen (15) years continuous employment with the Employer, shall have earned 240 hours (six weeks) vacation pay at his/her regular straight time hourly rate accruing of 9.23 hours per pay period.
- (e) All part-time employees shall receive vacation on a pro-rata basis to full-time employees, based on seniority years.

23.02 Vacation credits shall only accumulate to a maximum of 240 hours. Employees who accumulate vacation credits in excess of 240 hours may be required by the Employer to take such time off as will reduce the employee's total accumulation to an amount equal to 240 hours, upon the provision of four (4) weeks' written notice from the Employer. Should the Employer not require the employee to take time off, the Employer has the right to pay out the accumulations over the 240 hour maximum. If the Employer chooses not to exercise either option, the employee has the right to either maintain the accumulated total above 240 hours or be paid out.

As a standard practice, vacation pay for part-time employees will be paid twice annually, on the 13th pay of the calendar year and on the final pay date prior to December 25th. In addition, part-time employees will be paid any vacation pay owed to them by providing the Employer with one week's written notice prior to the next payroll processing.

23.03 An employee who voluntarily leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to his/her date of separation unless he/she leaves without giving two (2) weeks notice of termination in which case he/she shall only be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.

23.04 Employees must provide the Employer with three (3) months written notice of their preferred vacation period and the Employer must respond in writing two months prior to the commencement of the requested vacation period. Community Living Kingston's vacation request form will suffice for the purpose of both the request and the approval or denial. The Employer will make every reasonable effort to grant chosen vacations. It is recognized that the final decision concerning scheduling of vacations resides with the Employer. Should more than one (1) employee desire the same vacation time, such vacation time shall be granted according to seniority, provided that the efficient operation of the Employer is not unduly affected. Requests not submitted more than three months in advance will not be subject to the seniority provision of this Article.

An employee shall be entitled to receive his/her vacation in unbroken periods of not less than one (1) day and not more than four (4) weeks unless otherwise mutually agreed upon between the employee and the Employer.

23.05 All vacation pay and any bonus payments will be processed at the same time as a regular payroll run but as a separate payment.

- 23.06 In the event an employee who is on vacation leave becomes entitled to bereavement leave, maternity or paternity leave, or **becomes** seriously ill, there will be no deduction of vacation credits for the time period affected by the aforementioned entitlements. The parties agree that vacation credits will not be reinstated for routine illnesses that occur during vacation leaves. In addition, vacation credits will not be deducted on any day that qualified **as** a paid holiday.

ARTICLE 24 - SICK LEAVE

- 24.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of regular income when he/she is legitimately ill and unable to work and will be ~~granted~~ on the following basis:
- (a) Sick leave will be allowed for sickness for employees after completion of their probationary period on the basis of 5.54 hours per pay period of active employment to a maximum of 144 hours (18 eight-hour days) in total at any time for full-time employees. All part-time employees shall earn sick leave credits on a pro-rata basis to full-time employees.
 - (b) Once these credits **are** earned, they may be used when sickness renders the employee unable to perform assigned duties. Sick leave credits used up will be deducted from the total credits accumulated;
 - (c) An employee, upon returning to work from sick leave of more than three (3) regularly scheduled shifts, may be required by the Employer to present proof of sickness in the form of a medical certificate, ~~at~~ the employee's expense. In situations where an employee claims sick leave for any time period under questionable circumstances, particularly where there is a history of heavy absenteeism, the Employer has the right to require a medical certificate for illnesses less than three days (3), at the Employer's expense.
 - (d) Employees shall not be entitled to sick leave for sickness or accident compensable by the Workplace Safety and Insurance **Board;**
 - (e) Sick leave credits will expire on termination of employment or retirement or on death;
 - (f) Any employee absenting himself/herself on account of personal illness must contact his/her supervisor directly on the first day of illness **as** far before the time he/she would normally report to work **as** possible. In the event the employee is unable to **speak** directly to his/her supervisor, he/she must leave the supervisor a voice mail message. In addition, employees who work at staffed program locations must contact the program location to notify a staff member currently on shift that they will not be at work, in situations where they have not spoken directly to the supervisor. In the event the employee is unable to make direct contact with either his/her supervisor or another staff member at the program location, he/she must call the main office and directly notify the Unit Manager or Operations Director. If neither of these individuals can be contacted, notification may be made to any other management or administration employee. The intent of this article is to ensure that an employee absenting himself/herself on account of personal illness do so by making contact with a live person. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
 - (g) In order to discourage absenteeism, the Employer agrees to make two lump sum payments of \$100 to full-time employees who use no sick days in the first six months (January 1 - June 30) and/or the last six months (July 1 - December 31) of each calendar year. The \$100 payment for the first six months of the calendar year will be made on the first pay date in

July. The \$100 lump sum payment for the last six months will be made on the last regular pay date prior to December 25th and will be recoverable by the Employer on the first pay date in the New Year if any sick days are used during the period up to and including December 31. A lump sum payment shall be made to part-time employees on a pro-rata basis to full-time employees.

- (h) In case of illness of a member of the employee's immediate family, where no one other than the employee can provide for his/her needs, the employee may be entitled, after notifying his/her immediate supervisor, to use up to a maximum of five (5) accumulated sick leave days for this purpose. This provision to be effective following completion of the employee's probationary period. Immediate family is defined as spouse, child, parent, brother or sister living in your Home. At the Employer's discretion, the definition of immediate family members may be expanded. An employee may be required to produce medical proof of illness for an immediate family member, at the Employer's expense.

- 24.02 The Employer shall pay all costs for employees who choose to receive inoculations against Hepatitis B and C.
- 24.03 Time lost by an employee as a result of being quarantined by a certified medical practitioner shall be treated as a leave of absence without pay. Employees may exhaust their sick leave credits, lieu time owing, float days owing and vacation credits prior to asking the Employer for a leave without pay under these circumstances. The employee will return to their former position if the leave is eight (8) weeks or less, or to a position in their former classification band if the leave exceeds eight (8) weeks.

ARTICLE 25 - BENEFIT PLANS

- 25.01 The Employer will pay one hundred percent (100%) of the cost of Ontario Health Care for all employees. Contract employees hired or working for periods of over three (3) calendar months will be eligible for benefits under Article 25.02 - Contract Employees.
- 25.02 The Employer agrees to contribute seventy-five percent (75%) of the group insurance premium for the following employee benefits for all eligible full-time employees in the active employ of the Employer, who have completed their probationary period, subject to the terms and conditions of the respective plans:
- Life Insurance Benefit - 2 times annual salary for natural causes, 4 times for accidental death
 - Long Term Disability Benefit: 70% of weekly salary after 17 weeks up to age 65
 - Extended Health Care Plan including prescription drugs, private duty nursing, semi-private hospital accommodation, "Out of Canada" benefit, and time limited coverage for spouse and children in the event of death of the insured
 - Dental Care. Insurance Plan: preventative and basic restorative procedures
 - Vision Care Plan: \$100.00/24 months

The foregoing is expressly understood by the parties not to be an exact or exhaustive list of benefits and is not intended to limit the Employer's ability to secure the best benefit plan in return for premium dollars spent. However, in the event that a change of carrier may result in substantive

changes to the benefit package, such change will be discussed with the Union prior to the implementation. At no time will the total benefit package be decreased.

Part-time employees who are employed for more than twenty (20) hours per week shall be eligible for the above group benefits provided under this article, subject to the terms and conditions of the plans.

The payment of premiums shall be shared on a pro-rated basis in comparison to regular hours worked by full-time employees.

Example: Full-time employees - 40 hours per week = 75% benefit payable by Employer - 25% by employee

Part-time employees - 20 hours per week = 37.5% of benefits payable by Employer - 62.5% by employee

During leave under an Employment Insurance Sick Leave Benefit and Long Term Benefit the Employer will pay seventy-five percent (75%) of the full cost of all Benefit Plans listed in this Article. The above will be effective the first billing date after ratification by the parties.

In lieu of a Weekly Indemnity Benefit, the Employer agrees to top-up approved Employment Insurance Sick Leave Benefits to an amount that equals 70% of the eligible employee's weekly salary for 17 weeks. It is understood and agreed that this top-up does not apply to Employment Insurance Maternity Leave Benefits.

25.03 The Employer agrees to provide copies of the Benefit Plans to employees. The Employer will ensure that the benefits package to which the Employer and employees contribute premiums will include equal coverage for same sex partners.

25.04 Designated Registered Retirement Savings Plan

Contingent upon voluntary participation by employees, the Employer will contribute a minimum of two percent (2%) of an employee's gross salary to a designated retirement fund, and the employee shall contribute a minimum of two percent (2%). At the option of the employee, the Employer's contribution will increase to a maximum of five percent (5%), provided that the employee's minimum contribution increases by the same amount. While the Employer's maximum contribution will not exceed five percent (5%), employees may contribute a higher percentage at their discretion.

The Employer will contribute an additional one percent (1%), with no matching requirement, for employees with twenty (20) or more years of seniority".

ARTICLE 26 - JOINT STAFF EDUCATION COMMITTEE

26.01 Each employee shall contribute two and one-half (2%) cents per hour worked to the Employer for deposit to the Staff Education and Conference Fund.

The Association will annually issue a receipt for income tax purposes to each employee in the amount of his/her contribution, and shall each pay period contribute to the Fund an additional amount equivalent to the employee's contribution.

The Fund, therefore, would be financed on the basis of five cents (**5**) for each employee hour worked.

The Staff Education and Conference Fund shall be administered by a Joint Administrative Committee comprised of two (2) members appointed by the Association and two (2) members appointed by the Union.

The Joint Committee shall establish its **own** policies and procedures, determine for what purposes the Fund is to be expended, provide regular reports on the status of the Fund, and make whatever recommendations to the parties it deems appropriate.

The Staff Education and Conference Fund is intended **to** finance programs for which funding from other sources is not available.

ARTICLE 27 – HEALTH AND SAFETY

27.01 The Employer and the Union agree that they mutually desire to maintain **standards** of safety and health in order to prevent accidents, injury and illness.

27.02 (a) Recognizing the responsibilities under the applicable legislation, they **agree** to maintain a Joint Health and Safety Committee to identify potential dangers and hazards, institute **means** of improving health and safety programs and recommend action to be taken to improve conditions related to safety and health.

(b)

All members of the Joint Health and Safety Committee shall receive training and education to ensure a basic understanding of health and safety issues and Committee functions. This training shall **be** undertaken prior to acting on the Committee, or shortly thereafter, **as** determined by the Joint Health and Safety Committee.

A yearly upgrading on health and safety issues should be provided for all Joint **Health** and Safety Committee members.

The certified worker shall be trained at the Employer's expense. All time spent in training shall **be** considered work time and paid accordingly.

(c) Certified Workers

One Health and Safety representative from CUPE will be the certified worker defined under the Occupational Health and Safety Act.

27.03 Meetings shall **be** held quarterly, or more frequently as required. The Committee shall maintain minutes **of** all meetings and make the **same** available for review.

27.04 The Employer agrees to **co-operate** in providing necessary information to enable the Committee to fulfill its functions and the Union **agrees** to endeavour to obtain full **co-operation** of its membership in the observation of all safety rules and practices.

27.05 (a) Employee Safety Concern

Without restricting the applicability of, or the rights of employees under The Occupational Health and Safety Act, an employee or a group of employees, who **are** required to work under what he/she or they consider to be unsafe or unhealthy conditions, shall forthwith notify the immediate non-Union supervisor, who shall immediately investigate the situation, and if the outcome is not satisfactory, then he/she or they shall have the right to appeal directly and immediately to the Executive Director or his/her designate for preferred handling. The Executive Director or higher designate shall reply to the complaint in writing within five (5) working days with a copy to the Union.

- (b) Where the safety of an employee may be endangered **as** a result of the behaviour of a client, the Employer will take the following precautions to protect employees:
- (1) the Employer will establish written measures and procedures for the safe handling of clients whose behaviour is potentially or actually aggressive;
 - (2) each employee will be provided with sufficient information about clients whose behaviour is aggressive to enable him/her to protect themselves and others;
 - (3) paid training, including any Ministry required training, will be provided to employees at the Employer's expense, within one month of commencing work with clients whose behaviour is aggressive. This training will include, but not be limited to, the causes of aggression, the factors that precipitate aggression, recognition of warning signs, prevention of escalation, controlling and diffusing aggressive situations and details of the Employer's policies, **measures** and procedures designed to deal with aggression, including reference to the availability of the EAP program.
 - (4) providing a safe working environment where potentially dangerous objects **are** either removed **or** maintained securely;
 - (5) adequate staffing will be provided by the Employer in situations where the Employer has determined that the behaviour of a client is aggressive and employees **are** potentially at risk.

The parties agree that Community Living Kingston's Labour-Management Committee is available for consultation with respect to the establishment and maintenance of the measures and procedures outlined above. Employees are encouraged to address any concerns with their immediate supervisor in the first instance and failing resolution, they may approach any member of the Labour-Management Committee.

- (c) Employees will report health and safety concerns using Community Living Kingston's Safety Concern Report Form. **as** recommended by the Joint Health and Safety Committee.

27.06 Injury Pay Provision

An employee who is injured while **on** duty, and is required to leave for treatment or is sent **Home** for such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

27.07 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident or injury while on duty, shall be at the expense of the Employer.

27.08 The parties agree that it is in their mutual interest to attempt to ensure that employees and Association clients are protected from communicable diseases. Therefore, the parties agree ~~that~~ employees will undertake to have a physical examination at least annually, and will sign an affirmation that they have had such examination and are free of communicable diseases which could represent a threat to the health of Association clients or other employees.

The Employer will make arrangements for direct payment for all costs associated with the immunization of all employees with the Hepatitis B vaccine. Employees who choose not to be immunized will be required to sign a waiver to that effect.

ARTICLE 28 - LABOUR-MANAGEMENT COMMITTEE

The Employer and the Union shall each name four (4) representatives to the Labour-Management Committee which shall meet at least once every third month at times mutually agreed by the parties. The purpose of the meetings will be to discuss matters of mutual concern to the parties. The Employer agrees all hours spent in Labour-Management meetings shall be considered as time worked.

ARTICLE 29 - NEGOTIATING COMMITTEE

The Union may appoint and the Employer shall recognize a Negotiating Committee of up to four (4) employees who have completed their probationary period whose function shall be to negotiate renewals of the collective agreement as provided in Article 35. The Union agrees to notify the Employer of the names of the Negotiating Committee before the Employer shall be required to recognize them. The Employer agrees all hours spent in negotiation meetings shall be considered as hours worked.

ARTICLE 30 • JOINT JOB EVALUATION COMMITTEE

30.01 The Joint Job Evaluation Committee employs the use of the Gender Neutral Job Evaluation Program in the rating of all Community Living Kingston bargaining unit jobs. This rating process involves a review of existing job descriptions. The Gender Neutral Job Evaluation program is revised by the JJEC as required.

The composition of the Joint Job Evaluation Committee will include three members from the Union and three members from the Employer.

Other responsibilities of the JJEC include reviewing, confirming, and revising ratings for new and existing jobs as required, responding to requests for reconsideration, and the handling of appeals. Reconsideration requests may be made either by the affected employee or the Unit Manager.

After rating and reviewing jobs, the JJEC makes recommendations to the Employer and the Union with respect to all matters pertaining to said ratings.

In situations where a job is re-rated, resulting in a higher classification, the JJEC will advise the parties that the job must be posted, consistent with Article 12 of the Collective Agreement.

ARTICLE 31 – WORKPLACE SAFETY AND INSURANCE**31.01 Rights of Injured Employees**

- (a) Within the meaning of The Workplace Safety and Insurance Act, the parties agree that every employee who suffers injury by accident arising out of and in the course of employment shall be reinstated, upon being declared able to work, to the position or equivalent position that he/she held on the date of injury, provided that the employee is capable of performing the work available.
- (b) The Employer agrees to modify the job if necessary to accommodate the employee's disability acquired as a result of said injury, whether temporary or permanent, consistent with the provisions of Community Living Kingston's Early and Safe Return To Work policy.
- (c) If the employee is incapable of performing the work available or modified as above, the Employer agrees to give the employee preferential consideration for an alternate position when available, of a nature and at a **salary** commensurate with the employee's capabilities. Such preferential consideration shall override the need for posting **as** required in Article 12 above, and shall not be subject to the Grievance Procedure specified in Article 7 above.
- (d) The parties agree that the Union will have the right to participate in meetings on an employee's behalf related to the development of an Early and Safe Return To Work Plan.

31.02 The Employer will continue to be responsible for the full cost of WSIB premium payments or alternative insurance premiums, should the Employer choose to secure equivalent coverage from a source other than WSIB. In the event the Employer is considering switching coverage, they will first consult with the Union. The parties recognize that the final decision with respect to this coverage rests with the Employer.

31.03 Employees who are experiencing financial hardship while waiting to receive Workplace Safety and Insurance Board payments may request an advance on weekly payments from the Employer, which may be granted solely at the discretion of the Employer.

ARTICLE 32 - STAFF COMPENSATION FOR CLIENT VACATIONS

32.01 The parties agree that people supported by the Agency are entitled to have vacations and should be enabled to exercise the widest range of choice in how to spend their vacations that resources and circumstances permit. The parties mutually understand and accept the principle that vacations are, by their nature, a change from the normal routine. Therefore, the parties agree that a degree of flexibility is necessary in order to organize staff support to people for their vacations. The parties agree that the guidelines outlined in the remainder of this article have been determined in the interests of equity and fairness to all employees.

32.02 All vacation plans must be approved by the Manager, and should be submitted at least four weeks in advance.

32.03 Twenty-four (24) Hour Work-Site Relocation:

- (a) In circumstances where the site for a vacation, such **as** a cottage, is within commuting distance of Kingston, staffing may be organized by simply defining the place of work **as** temporarily moved to another location. Staff will work their regularly scheduled shifts. If the location is outside the City of Kingston, the staff member may claim mileage for travel to the work site from the City limits in addition to normal travel claims. Management **may** insist **on car** pooling.
- (b) In circumstances where the vacation site is too far for regular commuting (35 kilometres one-way), the Employer shall provide transportation for staff to and from the site. Through the Labour-Management process, flat rates per trip may be negotiated in advance of the vacation period. Management may insist on car **p**ooling.

32.04 Voluntary Accompaniment of Client(s) on Vacation:

In circumstances where staff agree to accompany clients on a vacation which involves an overnight stay:

- (a) Staff may be scheduled to stay overnight or for periods of time longer than twelve (12) hours on a voluntary basis only; management agrees not to schedule a staff member to accompany clients on vacation overnight involuntarily.
- (b) Staff who voluntarily agree to accompany clients on vacation for periods of one or **more** days (24 hours) shall be compensated for a minimum of twelve (12) regular hours of each twenty-four (24) hour period at his/her regular rate of pay.
- (c) For staff travel to accompany clients on vacations involving travel to distant locations, the Association will pay the most efficient form (train, bus, plane) of public transit fare to the ~~selected~~ destination; staff who choose to **use** their **own** vehicles instead may claim the lesser of mileage or the applicable fare.
- (d) Employees have the right to waive compensation.
- (e) The normal place of residence of a staff member cannot be defined as a vacation site without explicit written approval of the Manager.

32.05 Other Expenses Which May Be Claimed for Reimbursement:

Entertainment expenses incidental to accompanying clients who are **on** vacation may be claimed with the understanding that:

- (a) reimbursement for meals is limited to \$40.00 per person in any twenty-four (24) hour period, unless agreed otherwise by the Employer and the employee;
- (b) reimbursement for entertainment is limited to the actual cost for the staff member to be present with clients (clients pay their own way);

ARTICLE 33 - LEGAL FEES

33.01 Where legal action is taken against an employee arising out of the legitimate performance of his/her duties, the Employer agrees to provide Legal Counsel to the employee, up to and including the Examination for Discovery (civil) or Preliminary Inquiry (criminal) stage. In criminal actions, the employee may designate his/her choice of legal counsel.

Conditional upon the Employer's continuing confidence, based upon the advice of Counsel, that the employee was engaged in the legitimate performance of his/her duties, the Employer will continue to pay the employee's legal fees up to and including the conclusion of the first decision rendered at trial. In the event of a civil action, the Employer reserves the right to reach an "out of court settlement", if he deems it appropriate to do so. At this point, at the conclusion of the first trial in lower court, the Employer's obligation in the context of this Agreement shall be deemed to be discharged, except in the event that a judgment is rendered in favour of the employee, and the Crown or plaintiff elects to appeal the decision.

ARTICLE 34 - BULLETIN BOARDS

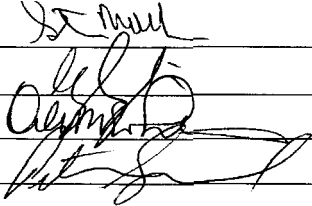
34.01 The Employer will provide space in a mutually designated area in each program area which may be used by the Union to post notices of Union Meetings and other such Union Notices that may be of interest to the employees, keeping within the general spirit and intent of the collective agreement. There shall be no general distribution of notices of any kind upon the Employer's property other than as provided above.

ARTICLE 35 - DURATION

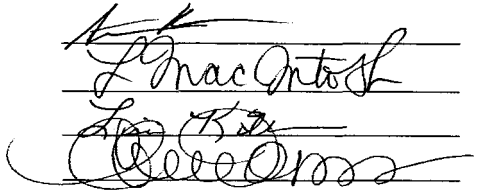
- 35.01** This Agreement shall continue in effect from the 1st day of April 2004, until the 31st day of March 2006 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other party during the period of ninety (90) days prior to the expiration date that it desires to amend, renew or terminate the Agreement.
- 35.02** In the event notification is given as provided in the preceding paragraph, negotiations shall begin within fifteen (15) days following notification or such longer period as may be mutually agreed upon.
- 35.03** If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation procedure prescribed by law has been completed, whichever date shall first occur.
- 35.04** This Collective Agreement shall be effective as of the date of ratification except as specifically noted to the contrary herein.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of the 8th day of October 2004.

COMMUNITY LIVING KINGSTON



CUPE LOCAL 2635



SCHEDULE A - CLASSIFICATION STRUCTURE & SALARY GRID - APRIL 1, 2004

POSITION	FT	Start	One Year	Two Years	Three Years	Four Years
Coordinator	AS	\$37,235.10	\$38,298.96	\$39,321.10	\$40,426.68	\$41,678.28
	PP	\$1,428.00	\$1,468.80	\$1,508.00	\$1,550.40	\$1,598.40
	HR	\$17.85	\$18.36	\$18.85	\$19.38	\$19.98
Resource Consultant	AS	\$33,605.46	\$34,544.16	\$35,545.44	\$36,588.44	\$37,548.00
	PP	\$1,288.80	\$1,324.80	\$1,363.20	\$1,403.20	\$1,440.00
	HR	\$16.11	\$16.56	\$17.04	\$17.54	\$18.00
Residential Facilitator Employment Facilitator Community Facilitator Community Support Worker Student Activities Facilitator Home Facilitator Lead Monitor	AS	\$31,769.78	\$32,708.48	\$33,730.62	\$34,752.76	\$36,087.80
	PP	\$1,218.40	\$1,254.40	\$1,293.60	\$1,332.80	\$1,384.00
	HR	\$15.23	\$15.68	\$16.17	\$16.66	\$17.30
Mobile-Monitor	AS	\$29,829.80	\$30,810.22	\$31,853.22	\$32,812.78	\$34,252.12
	PP	\$1,144.00	\$1,181.60	\$1,221.60	\$1,258.40	\$1,313.60
	HR	\$14.30	\$14.77	\$15.27	\$15.73	\$16.42
Driver/Delivery Residential Assistant Employment Assistant Community Assistant	AS	\$27,973.26	\$28,911.96	\$29,954.96	\$30,977.10	\$32,061.82
	PP	\$1,072.80	\$1,108.80	\$1,148.80	\$1,188.00	\$1,229.60
	HR	\$13.41	\$13.86	\$14.36	\$14.85	\$15.37
	PT	start	1650 hours	3300 hours	4950 hours	N/A

SCHEDULE A - CLASSIFICATION STRUCTURE & SALARY GRID - APRIL 1, 2005

POSITION	FT	Start	One Year	Two Years	Three Years	Four Years
Coordinator	AS	\$38,173.80	\$39,258.52	\$40,301.52	\$41,427.96	\$42,721.28
	PP	\$1,464.00	\$1,505.60	\$1,545.60	\$1,588.80	\$1,638.40
	HR	\$18.21	\$18.73	\$19.23	\$19.77	\$20.38
Resource Consultant	AS	\$34,439.86	\$35,399.42	\$36,442.42	\$37,506.28	\$38,486.70
	PP	\$1,320.80	\$1,357.60	\$1,397.60	\$1,438.40	\$1,476.00
	HR	\$16.43	\$16.89	\$17.38	\$17.89	\$18.36
Residential Facilitator Employment Facilitator Community Facilitator Community Support Worker Student Activities Facilitator Home Facilitator Lead Monitor	AS	\$32,562.46	\$33,522.02	\$34,565.02	\$35,628.88	\$36,984.78
	PP	\$1,248.80	\$1,285.60	\$1,325.60	\$1,366.40	\$1,418.40
	HR	\$15.53	\$15.99	\$16.49	\$16.99	\$17.65
Mobile-Monitor	AS	\$30,580.76	\$31,582.04	\$32,645.90	\$33,626.32	\$35,107.38
	PP	\$1,172.80	\$1,211.20	\$1,252.00	\$1,289.60	\$1,346.40
	HR	\$14.59	\$15.07	\$15.58	\$16.04	\$16.75
Driver/Delivery Residential Assistant Employment Assistant Community Assistant	AS	\$28,682.50	\$29,642.06	\$30,705.92	\$31,748.92	\$32,854.50
	PP	\$1,100.00	\$1,136.80	\$1,177.60	\$1,217.60	\$1,260.00
	HR	\$13.68	\$14.14	\$14.65	\$15.15	\$15.68
	PT	Start	1650 hours	3300 hours	4950 hours	6600 hours

LEGEND: FT = Full-time employee PT = Part-time employee AS = annual salary PP = per pay amount HR = Hourly rate of pay

Premiums:

1. Employees working awake-overnight shifts receive a \$1.50 per hour shift premium for each awake-hour worked.
2. Employees working at Kwik-Shred receive a shift premium of \$0.95 per hour for each hour worked.
3. Employees assigned by the Employer to perform the duties of a position in a higher paying classification band will receive a premium in the form of the hourly rate of pay differential between their current rate of pay and the applicable rate of pay of the position in the higher classification band, in accordance with grid steps.

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