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NOMBRE D'EMPLOYÉS	38		

COLLECTIVE AGREEMENT

BETWEEN

PLAINFIELD NI H

-AND-

SERVICE EMPLOYEES' UNION, LOCAL 183

A.F.L., C.I.O., C.L.C.

EXPIRY DATE: MARCH 31, 1998

FULL/PART-TIME WORKERS

11024(01)

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COLLECTIVE AGREEMENT

BETWEEN:

PLAINFIELD COMMUNITY HOMES

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

SERVICE EMPLOYEES UNION

**A voluntary Union of employees affiliated with A. F. of L.,
C.I.O., C.L.C., representing certain employees of the Employer,
through its Local 183**

(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE:

WHEREAS the Union has been certified by the Ontario Labour Relations Board as the certified Bargaining Agent of the employees of the Employer in the Bargaining Unit described as follows: all employees of the Plainfield Community Homes working in all of Hastings County, save and except supervisors, persons above the rank of supervisor, the chief maintenance man, persons regularly employed for not more than twenty-four (24) hours per week, persons on a learning or co-operative basis and students employed during the school vacation period.

ARTICLE 1- PURPOSE:

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union representing the employees, and the employees, as defined, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, wages and benefits for all employees who are subject to the provisions of this Agreement **so** that there will not be any interference with the operation of the services rendered by Plainfield Community Homes to the residents or the public.

ARTICLE 2 - RECOGNITION:

- 2.1 a) The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees as listed in the Preamble.
- b) When a new classification (which is covered by the terms of this Collective Agreement) is established by the organization, the organization shall determine the rate of pay for each new classification and notify the local Union of the same.
- c) The Union may challenge the range of wage rates but only within a period of ten (10) days from the date of the notice and then only if it can substantiate an allegation that the Employer has acted in an arbitrary manner or discriminatory manner in the setting of such range of rates.
- 2.02 Wherever the term "employee" or "employees" is used in this Agreement, it shall be deemed to include males and females.

ARTICLE 3 - UNION MEMBERSHIP:

- 3.01 The parties agree that all employees who have completed thirty (30) working days of employment shall, **as** a condition of employment, pay Union dues and initiation fees according to the Union Constitution but shall not be required to join the Union. All employees shall be required to sign an authorization certificate for the deduction of Union dues.
- 3.02 The Union shall hold the Employer harmless with respect to all dues **so** deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction and remittance.

Such Union dues deduction shall be deducted from the employee's earnings on the first pay period of each month.

The Employer shall remit such monies monthly to the Financial Secretary of the Service Employees Union, Local 183, on or before the 20th of the month. The Employer shall name the employees from whose pay such deductions have been made, and also the names of any employees who have left the employ of the Employer.

- 3.03 The terms and conditions of this Agreement will apply equally to all employees who are subject to the provisions thereof, and those employees who deal with the Employer on an individual basis will not receive preferential treatment over those who deal with the Employer through the Union.
- 3.04 The Employer agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Employer or any of its Representatives with respect to any employee because of his membership in, or connection with the Union.
- 3.05 The Union agrees that there will be no discrimination, intimidation, interference, restraint or

coercion exercised or practiced upon the employees of the Employer by any of its members or Representatives, and there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer during an employee's working hours, except as provided for in the Agreement.

- 3.06 It is mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon completion of three (3) weeks employment for the purpose of informing such employees of the existence of the Union in the organization and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed ten (10) minutes. The interview shall take place on the Employer's premises in a room designated by the Employer, and the employees shall report to this room for interview during the interview period. All interviews shall be arranged with the Administrator of the organization, or his representative.
- 3.07 a) The Employer agrees to furnish the Union, each month, with an up-to-date list of names, addresses, social insurance numbers and individual amounts of dues deducted from each employee paying Union dues and of new employees hired in the classifications covered by this Agreement.
- b) The Employer will indicate on each employee's T4 Information Form, the amount of Union dues deducted from the employee's pay by the Employer in the taxation year to which the T4 Information Form applies.

ARTICLE 4 - MANAGEMENT RIGHTS:

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to manage the organization and without affecting the generality of the foregoing:
- a) To direct the operations of the organization in the best interests of the residents, the community and the employees both within and outside the Bargaining Unit.
- b) To formulate policies and procedures which are not inconsistent with the provisions of this Agreement. Such rules and regulations shall be made available to all employees of the organization and shall be accessible to work areas to be specified by the organization. Any amendments to such rules and regulations shall be posted for the information of all Home employees. The Employer agrees to provide the Union with a copy of new rules and regulations prior to posting in the organization.
- c) To introduce new practices and/or methods to expand, reduce, eliminate, change or modify present methods and practices and to enter into contracts for buildings, repairs, equipment, supplies and materials.
- d) To determine where, by whom, in what manner, at what time, under what conditions employees in the Bargaining Unit shall perform their duties.
- e) To determine in the interests of efficient operation and highest standard of service job rating and classification, the hours of work assignments and methods of doing work, the number of personnel required, provided always that reasonable notice shall be given to the employee or employees involved of any change to be made.
- f) To maintain order and discipline, to hire, assign, retire, classify, promote, transfer, demote, suspend or discharge or otherwise discipline employees, provided that a claim by an employee, who has completed the probationary period, that he/she has been discharged

without just cause may be the subject of a grievance as hereinafter provided.

- g) **To** instruct and direct employees in their duties, responsibilities, conduct and attitudes towards residents, visitors, Supervisors and other Home employees both within and outside the Bargaining Unit.
- h) To control the use of buildings, equipment, utensils, machinery, tools, materials, instruments, drugs, medicines, clothing, uniforms and all other articles or things belonging to the Employer.

ARTICLE 5 - NEGOTIATING COMMITTEE:

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than six (6) employees (but it shall not be necessary for more than ~~two~~ (2) to meet with the Management to deal with any matter arising during the term of the Agreement) - and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of the Agreement. A paid Officer of the Union shall participate in such negotiations if requested to do so by either party. The said Committee will co-operate with the Employer in the administration of this Agreement.
- 5.02 It is clearly understood that a Negotiating Committee is a separate entity from the Grievance Committee and that it will deal only with such matters as are properly the subject of negotiations including proposals for the renewal or modification of this Agreement at the proper time.
- 5.03 The Union shall advise the Employer of the names of the members of the said Committee as soon as they are appointed and shall subsequently inform the Employer forthwith of any changes in said Committee.

ARTICLE 6 - STEWARDS:

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select six (6) Stewards, to represent the bargaining unit members. One of the six (6) Stewards shall be designated as Chief Steward. The Stewards will assist employees in presenting their grievances to the representatives of the Employer.
- 6.02 In order to facilitate the operations of this Agreement, the Employer shall supply to the Union, a list of employees acting in a supervisory capacity. The Union will supply the Employer with a list of its Representatives and Stewards. Both parties agree that these lists will be promptly revised from time to time whenever changes become necessary.
- 6.03 Qualifications of Stewards

It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Negotiating Committee until after they have become permanent employees and have been placed on the seniority list. The Union acknowledges that Stewards, members of the Negotiating Committee and Union Officers have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining the permission of their immediate Supervisor (such permission will not be unreasonably withheld) and when resuming their regular duties will report to their immediate Supervisor so that the length of time they are absent from their regular duties will be under reasonable control.

- 6.04 Provided that Stewards, members of the Negotiating Committee and Union Officers comply with the reporting requirements of the preceding paragraph, the Employer will compensate such

employees at the regular rate of pay for time spent in negotiating with the Employer up to but not including arbitration and in handling the grievances of the employees prior to arbitration. Compensation will not be allowed for time spent on such matters outside of the employee's scheduled working hours.

ARTICLE 7 - QUESTIONS, COMPLAINTS AND GRIEVANCES:

7.01 It is the mutual desire of the parties that questions, complaints and grievances will be adjusted as quickly as possible.

7.02 An employee having any question or complaint shall refer it to their immediate Supervisor within five (5) days of the actual occurrence leading to the question or complaint.

The Supervisor shall reply to the employee giving the answer to the complaint or question within five (5) days from date of submission or any longer period which may be mutually agreed upon at the time.

7.03 If the Supervisor's reply is not satisfactory, the question or complaint shall then become a grievance. The employee submitting the grievance should endeavour to seek the assistance of the employee's Union Steward in the preparation of the written grievance. The employee may, if the employee so desires, be accompanied by the Steward in submitting the written grievance to the Supervisor but the grievance must be submitted within five (5) days from the date of the reply to the complaint. The nature of the grievance, the remedy sought and where applicable, the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance.

7.04 The Supervisor will state the reply, in writing, within three (3) working days of receipt of the written grievance and return a copy of it to the employee.

7.05 The reply of the Supervisor shall then be considered by the employee and the Steward and if the Steward feels it necessary, the reply shall also be considered by the Grievance Committee.

7.06 If further action is then to be taken, the grievance shall be submitted to the Administrator within five (5) days of receipt of the Supervisor's reply and the Administrator shall have seven (7) days to study the matter, convene a meeting with the Union Grievance Committee and make his reply.

7.07 A claim by an employee that the employee has been unjustly discharged, shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator or his designate of the Plainfield Community Homes within five (5) days after the employee ceases to work for the organization. When an employee has been dismissed without notice, the Steward shall be notified and the employee shall have the right to interview the employee's Steward for a reasonable period of time before leaving the premises.

NOTE: For the purpose of this Agreement (7.01 to 7.08) "days" shall be interpreted as normal days of work of the employees concerned, exclusive of Saturdays, Sundays and Holidays.

7.08 If the reply of the Administrator is not satisfactory to the employee, the matter may then be submitted to arbitration within ten (10) days after the reply of the Administrator is given and the rules governing arbitration contained in Article 8 shall apply.

7.09 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by mutual agreement of both parties to this Agreement.

ARTICLE 8 - ARBITRATION:

- 8.01 When a grievance has been processed in accordance with the Grievance Procedure and the Union is dissatisfied with the organization Administrator's decision, or if the Employer alleges that the Union and/or any of the employees in the Bargaining Unit are misinterpreting, misapplying, wrongly administering or violating this Agreement, then the dissatisfied party may notify the other party of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days after its receipt, advise the other party of its appointee to the Arbitration Board. The two Appointees shall, within five (5) days of the appointment of the second of them, appoint a third person to act as chairman. If the recipient of the notice fails to appoint an Arbitrator, or if two (2) appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.
- 8.02 The Arbitration Board shall forthwith hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern.
- 8.03 Each party shall pay its own costs and the fees and expenses of witnesses called by it. The fees and expenses of the Chairman shall be shared equally by the parties.
- 8.04 The Arbitration Board shall have no power either to amend or modify the terms of this Agreement or to substitute a new clause or clauses in lieu of any existing clause or clauses or to give a decision inconsistent with the terms and provisions of this Agreement. It shall not exceed its terms of reference, beyond that which is provided by legislation.
- 8.05 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and both parties are content that the matter be dealt with by a sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to the sole Arbitrator in addition to that party's nominee to the tripartite Board. The recipient of the notice shall in reply advise as to its nominee to a tripartite Board and three (3) alternative choices as to a sole Arbitrator. If the parties can agree to a sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole Arbitrator and failing such agreement, the regular Arbitration Procedure shall apply.

It is agreed that the time limits in this clause shall run concurrently with those in clause 8.01 and that the s Arbitrator shall have the same powers and be subject to the same restrictions as the Board of Arbitration out herein.

ARTICLE 9 - POLICY GRIEVANCES:

- 9.01 A complaint or grievance arising directly between the parties concerning the interpretation, application or alleged violation of the Agreement, shall be referred to the appropriate Representative of either party within five (5) days of the occurrence of the event, and the party receiving the grievance shall have seven (7) days to reply. Failing settlement, the matter may be referred to arbitration within ten (10) days in accordance with Article 8. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could institute and the regular grievance procedure shall not be thereby by-passed.

ARTICLE 10 - DISCIPLINE CASES:

- 10.01 If a written warning is to be used on an employee's file, the employee will be given two (2) copies of that warning, with instructions that one (1) copy shall be given to the Union.
- 10.02 Each written notice of disciplinary action filed on an employee's personnel file will be removed twelve (12) months' from the date of entry.
- 10.03 A claim by an employee who has completed the probationary period that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator or his designate of the Plainfield Community Homes within five (5) days after the employee ceases to work for the organization. Such grievance will be taken up at a special meeting with the grievance committee.
- 10.04 Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties, or in accordance with the above provisions dealing with all grievances.
- 10.05 When an employee has been dismissed or suspended without notice, the Steward will be notified and the employee shall have the right to interview the employee's Steward for a reasonable period of time before leaving the premises.
- 10.06 a) An employee may review any evaluations or formal disciplinary notations contained in the employee's personal file. Such review shall be done in the presence of the Supervisor and only by pre-arranged appointment. Employees shall be given copies of their written evaluations.
- b) Since the termination of a probationary employee is at the discretion of the Employer, probationary employees will be trained and evaluated on a regular basis.

ARTICLE 11 - NO STRIKES OR LOCK-OUTS:

- 11.01 This Agreement contains an orderly procedure for final disposition of all grievances. The Union recognizes that it is essential that there should be no interference with the services of the organization to the public and to its residents, and agrees, therefore, that it will not cause, direct or condone a strike or any other form of collective action which would interfere to any degree with the efficient operation of the organization during the term of this Agreement. If such action should be taken by the employees in the Bargaining Unit, the Union shall advise the employees that they should return to work and perform their usual duties. "Strike" or "Lock-out" shall bear the meaning given them in the Ontario Labour Relations Act. The Employer agrees that there will be no lock-out of employees.

ARTICLE 12 - WAGES:

- 12.01 The scale of wages as set out in Appendix "A" shall form part of this Agreement.

ARTICLE 13 - SENIORITY:

- 13.01 The purpose of this Article is to provide employees with as large a measure of security as possible, based on their continuous employment with the organization.

- 13.02 Employees having less than forty-five **(45)** working days of service (360 hours) shall be considered probationary employees and will have no seniority rights during this probationary period. The discharge of a probationary employee shall not be the subject of a grievance.
- 13.03 Seniority of employees shall be maintained by the organization for each non-interchangeable occupational group. The list shall show the date of hiring of each employee.
- 13.04 A copy of the seniority lists will be supplied to the Union in January of each year.
- 13.05 If an employee is transferred permanently from one non-interchangeable occupational classification to another, the seniority previously acquired shall also be transferred, but in cases of temporary transfer, namely, in the case of a transfer for less than ninety (90) working days, the employee shall retain seniority in the original non-interchangeable occupational classification from which transferred.
- 13.06 In cases of promotions, demotions or transfers of employees, the skill, ability, merit, efficiency and physical ability of employees shall be considered and where, these things are equal, seniority will be the guiding factor.
- 13.07 An employee shall lose all seniority and the employee's employment shall be deemed to be terminated for the following reasons:
- a) voluntary resignation;
 - b) discharge for cause;
 - c) absence from work without leave of absence being granted by, or explanation being given satisfactorily to the organization, for an absence of three (3) working days or more;
 - d) after a lay-off extending for a period of twenty-four **(24)** months;
 - e) fails to return to work upon termination of an authorized leave or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted, without an explanation that is satisfactory to the organization;
 - f) an employee is absent for more than twenty-four **(24)** months because of sickness or physical disability or both. This clause shall be interpreted consistent with the Ontario Human Rights Code.
- 13.08 Employees within a specific community residence, either full-time or part-time shall be offered vacation time and holiday time based on seniority within their immediate work group.

ARTICLE 14 - LAY-OFF AND RECALL:

- 14.01 a) In the event of layoff, the Employer shall lay-off employees in the reverse order of their seniority providing that there remain on the job employees who then have the ability to perform the work.
- b) An employee who is subject to lay-off shall have the right to either:
- i) accept the lay-off; or

- ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in the lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation. Such employee **so** displaced shall be laid off.
- c) An employee shall have opportunity of recall from a lay-off to an available opening in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- d) In determining the ability of an employee to perform the work for the purpose of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.
- e) An employee recalled to work in a different classification from which she was laid off, shall have the privilege of returning to the position she held prior to the lay-off, should it become vacant within six (6) months of being recalled.
- f) **No** new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do **so** in accordance with the **loss** of seniority provision or have been found unable to perform the work available.
- g) It **is** the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within five **(5)** working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do **so** by registered mail and to return to work within ten **(10)** working days after being notified. The notification shall state the job to which the employee **is** eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten **(10)** working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- i) No full time employee within the bargaining unit shall be laid off by reason of his duties being assigned to one or more part time employees.
- j) In the event that a lay-off commenced on the day immediately following a paid holiday, and employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of on the day which the lay-off commenced.

14.02 Benefits on Lay-off

In the event of a lay-off of a full time employee, the Employer shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

14.03 Notice of Lay-off

a) Union

There shall be at least forty-five **(45)** days notice to the Union in the event of a proposed lay-off of a permanent or long term nature or in the event of a substantial bed cutback or cutback

in service which affects or could affect the bargaining unit.

b) Employees

In the event of a permanent or long term nature, the Employer will provide affected employees with one (1) week notice for each year of service to a maximum of twelve (12) weeks provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

14.04 Severance and Retirement Options

a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of lay-off or the notice provided above an employee with more than twelve (12) months service with the Employer who has received notice of lay-off of a permanent or long term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

b) Retirement Allowance

Full time employee age 60 or more will receive a lump sum payment equal to \$1,000.00 for every year less than age 65 to a maximum of \$5,000.00.

14.05 Full time employees being laid off may bump more junior part time employees provided they meet the requirements of Article 14.03. Seniority shall be computed in accordance with Article 14.07.

14.06 Part time employees being laid off may bump more junior full time employees provided they meet the requirements of Article 14.03. Seniority shall be computed in accordance with Article 14.07.

14.07 a) In the event that a part time employee obtains a position in the full time Bargaining Unit, the part time employee shall be credited with the employee's part time seniority as defined on the basis that two thousand and eighty (2,080) hours equals one (1) year and the part time employee's seniority date shall be adjusted accordingly.

b) In the event that a full time employee obtains a part time position, such employee will be credited with the employee's full time seniority as defined in this Agreement. Such employee will be credited with two thousand and eighty (2,080) hours for each year (pro-rated for less than a year worked) for placement on the part time seniority list.

ARTICLE 15 -JOB POSTINGS:

15.01 When a vacancy occurs or a new position is created in the Bargaining Unit, the Employer shall post notice of the position on the bulletin board provided for a period of four (4) days. Employees must submit a written application to the Administrator's office on form supplied by the organization. Job postings for Teachers Assistant to include monitoring duties.

15.02 Such posting notice shall contain the following information:

classification, department, qualifications, rate of pay and any special education or skills that may be required.

15.03 Both parties recognize:

- a) the principle of promotion within the service of the Employer;
- b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions to a position which has been posted, consideration shall first be given to the skill, ability, efficiency and physical ability of applicants and where these are equal, seniority shall be the guiding factor.

15.04 The name of the successful applicant for a position shall be posted for a period of at least four (4) days.

ARTICLE 16 - BULLETIN BOARDS:

16.01 The Employer will supply and make available a bulletin board for use by the Union in a mutually satisfactory location.

ARTICLE 17 - HOURS OF WORK AND WORKING CONDITIONS:

17.01 No Guarantee

The Employer does not guarantee work for the following hours or any other hours

17.02 Regular Hours

- a) The regular hours of work for all employees shall average forty **(40)** (inclusive of meal times) in a weekly pay period. The intent of this clause is as far as possible to provide for a five (5) day work week with two (2) days in seven (7) off duty, and where possible the days off to be consecutive.
- b) Notwithstanding 17.02(a) the regular hours of work for all employees employed at Community Residences shall average forty **(40)** hours weekly (inclusive of meal times) in a bi-weekly pay period.
- c) The organization will schedule every other weekend off. When Christmas and New Years fall on a weekend, individuals who would normally be scheduled off, will be subject to adjustments in schedule if, on a rotational basis, it is not their turn to have Christmas or New Year's Day off.

17.03 Schedules will be posted two (2) weeks in advance and will not be changed without consent of both parties except in the case of emergency.

17.04 The Employer may allow an exchange of shifts at the request of two (2) employees provided that its approval is obtained in advance and that no additional cost to the Employer results from such exchange of shifts.

17.05 It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time and vice versa. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Saving Time to Standard Time

and vice versa.

17.06 Rest Periods

All employees will be allowed two (2) rest periods per day of fifteen (15) minutes each without reduction in pay and without increasing the regular working hours.

17.07 Lunch or Meal Periods

- a) All employees working in the organization's community residences are paid for their lunch break and provided with their lunch. Each employee shall be allowed thirty (30) minutes for meals on their own time. Lunch periods shall not be interrupted except in cases of emergency. If an employee has such lunch period interrupted for an emergency, the employee shall receive the remaining time lost once the emergency situation is no longer in effect.
- b) In the event, the employees are required to attend an appointment with resident(s), a stipend of up to seven dollars (\$7.00) will be reimbursed to employees on submission of receipts.

17.08 Overtime

Authorized time worked in excess of the normal daily hours or normal weekly hours of the organization shall be paid at the rate of one and one-half (1 1/2) times the employee's basic hourly rate.

It is agreed that if it is necessary to work and time is worked on any day and that time exceeds normal daily hours by less than one-quarter (1/4) hour for the purposes of report, such excess shall not be considered overtime and shall not become claimed or paid. However, if time worked is one-quarter (1/4) hour or more, the whole time worked from the time the shift normally ends shall be considered as overtime. Normal daily hours consist of eight (8) hours.

- i) The Employer agrees that employees shall not be required to take time off to avoid payment of overtime. If an employee agrees to take time off in lieu of overtime pay, the time off will be calculated on the basis of time and one-half (1 1/2) for all hours worked. Once A.O.T. has been chosen by the employee, it must be taken in time off. Employees may accumulate up to eighty (80) hours A.O.T. during the fiscal year. However, the A.O.T bank must be reduced to forty (40) hours maximum at the March 31st fiscal year end.
- ii) Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- iii) Should an employee be required to work an extra continuous full shift as overtime, one (1) free meal will be supplied during such shift, in addition to overtime rates paid.
- v) Should an employee be required to work four (4) hours or more following a regular shift during which time they have accompanied a resident on an out-of-town trip, one (1) free meal will be supplied during such shift, in addition to overtime rates paid.

17.09 Minimum Guarantee

Employees who report for work on any regular scheduled shift, will be guaranteed at least four (4) hours of work, or if no work is available, will be paid for at least four (4) hours. An employee must

accept available work as assigned within the employee's job classification.

17.10 Call Back

Where an employee is called back to work after having left the organization and before commencing his next regular shift, the employee will be given a guaranteed minimum of three (3) hours at time and one-half (1 1/2) the straight time hourly rate for such call back.

If the call back is within three (3) hours of the commencement of the employee's regular shift, the employee will be paid at the rate of time and one-half (1 1/2) for all hours worked prior to the regular commencement of the shift after which hours, regular pay will take over.

When an employee is called back to work and when that particular job and related problems have been completed, the employee shall return home.

17.11 Timekeeping Arrangements

Each employee shall conform to the timekeeping requirements of the organization.

No allowances will be made for the time on the record outside of the employee's scheduled working hours unless authorized on each occasion by the employee's supervisor.

Employees desiring to leave the organization's premises prior to normal quitting time, must obtain permission from the employee's Supervisor before leaving the employee's work. Employees arriving late will be deducted for actual time lost if the explanation provided by the employee is not satisfactory to the organization.

17.12 Transfers

- a) When an employee is temporarily transferred to a higher rated classification for more than four (4) hours, they shall be paid the higher rate nearest their present classification rate retroactive to the first hour worked in such higher classification.
- b) Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit for a period in excess of four (4) hours, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

17.13 Shift Premium

An employee who works on the evening or night shift shall be paid a shift premium of three dollars and eighty-five cents (\$3.85) per shift.

The evening and night shifts shall be defined as shifts where the majority of hours scheduled to be worked occur between 1600 hours and 0800 hours.

The organization will pay all shift premiums out once a year in November and on a separate cheque. The organization will itemize on each pay cheque the amount of shift premium owing.

- 17.14 a) The organization may establish a maximum of two (2) full time reduced hours positions/group home (16-32 hours), employees in this category would be entitled to:

Work additional hours up to forty (40) hour/week from the call-in list. (Maximum of two (2) weeks in a row, the third week may only work up to a maximum of thirty-two (32) hours. Every third weekend will be given off if an employee can pick up their hours during the week.

All health and welfare benefits presently enjoyed by regular, full-time staff on a pro-rated basis as follows:

- i) Sick leave 1.2 days/month, 10 days maximum.
- ii) Vacation pay percent (%) based on seniority in hours paid out as per part-time staff.
- iii) Life insurance at twice annual salary, based on 32 hours/week 100% Employer paid.
- iv) AD&D - 100% Employer paid
- v) LTD - 100% Employer paid based on a salary of 32 hours/week.
- vi) EHC - cost shared as per all regular full-time employees.
- vii) Dental Care - cost shared as per all regular full-time employees.
- viii) Vision Care - cost shared as per all regular full-time employees.
- ix) Pension Plan - 3% - 3% employee-Employer contributions based on gross earnings.
- x) Float Holidays- 2 day/year.

ARTICLE 18 - LEAVES OF ABSENCE:

18.01 Personal Leave

The Employer may grant a leave of absence for personal reasons without pay or without loss of seniority. Such request shall be, in writing, at least one (1) month in advance whenever possible and each request to be dealt with on its merit. It is understood that such leave will be granted with due regard to the proper coverage in those departments from which employees are requesting leave.

18.02 Bereavement Leave

- a) When a death occurs in the immediate family, the employee shall be paid at the employee's regular rate for time off up to a maximum of five (5) days. In this case, immediate family shall mean spouse, mother, father or legal guardian, son, daughter or stepchildren, common-law partner after one year with letter from the employee of date of relationship. Four (4) days paid for sister and brother.
- b) When a death occurs in an employee's remaining family the employee shall be paid at the employee's regular rate for time off up to a maximum of three (3) days. It is agreed that the employee's, father-in-law, mother-in-law, grandparents, sister-in-law, brother-in-law, aunt, uncle and grandchildren.
- c) Where an employee is unable, due to distance of travel, to attend the funeral of a member of their immediate family, as defined in Article 18.02(b), they shall be entitled to leave for mourning on the date of the funeral without loss of pay.
- d) Where it is necessary because of distance, the employee may be provided up to seven (7)

days additional unpaid leave.

- e) Where an employee's scheduled vacation is interrupted due to a death or the attendance at a funeral for which leave may be given under this Article, the proportion of the employee's vacation interrupted shall be deemed to be bereavement leave and the employee will be entitled to re-schedule the vacation credits at another time. The employee may be required to provide proof of attendance at the funeral.
- f) Where an employee's scheduled days off are interrupted due to a death or the attendance at a funeral for which leave may be given under this Article, bereavement leave will be paid only for those scheduled work days immediately following the death up to a maximum of three (3) days.

18.03 Pregnancy and Parental Leave

Preamble:

Pregnancy and Parental Leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- a)
 - i) An employee who is pregnant and who has been employed by the organization, for thirteen (13) weeks shall be entitled, upon application to pregnancy leave and parental leave immediately thereafter.
 - ii) The leave of absence without pay can be for twelve (12) months from the employee's employment or such shorter absence as the employee may request commencing during the eleven (11) weeks immediately preceding the estimated date of the employee's delivery.
- b) Pregnancy leave shall be granted for seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected date of delivery.
- c) The employee shall give the organization at least two (2) weeks notice, in writing of the day upon which she intends to commence her pregnancy leave, furnishing the organization with a certificate of a legally qualified medical practitioner stating the expected birth date.
- d) An employee who stops work because of complications caused by her pregnancy or because of birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth, must, within two (2) weeks of stopping work;
 - i) give the organization written notice of the date the pregnancy leave began or is to begin and;
 - ii) a certificate from a legally qualified medical practitioner, stating that the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth, or;
 - iii) in any other case, states the date of the birth, stillbirth or miscarriage and the date the employee was to give birth.
- e) The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of the employee's position cannot reasonably be performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy.

- f) The employee shall return to work seventeen (17) weeks after the pregnancy leave began or may shorten the leave with the consent of the organization, upon giving the organization four (4) weeks written notice of her intention to do so, the furnishing the organization with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- g)
 - i) During pregnancy leave, an employee continues to participate in her pension, life insurance, semi-private, extended care, and dental plans by continuing to pay the premiums as outlined in Article 25 of this Collective Agreement, unless she elects in writing not to do so.
 - ii) During the employee's pregnancy leave, the organization shall continue to make the Employer's contribution to the employee's benefit plans unless the employee gives written notice that she does not intend to pay the employees contribution, if any.
 - iii) Seniority but not active service, continues to accrue during the pregnancy/parental leave.
- h) Following a pregnancy leave the employee will be reinstated to her former position, Classification and at the same rate of pay the employee would have been earning if she had worked through the leave.
- i) When the organization has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the organization shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with established seniority system or practice of the organization in existence at the time the leave of absence began, with no loss of seniority or benefits accrued, and shall reinstate the employee in accordance with the provisions of Article 18.03 (g).
- j) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.
- k) Vacation credits do not accumulate while on pregnancy/parental leave. However, seniority will be adjusted upon the employees return to active duty. This revised seniority may, therefore, result in an increase to the employee's monthly vacation accumulator upon his/her return to work.

18.04 Parental Leave

- a) An employee who has been employed by the organization for thirteen (13) weeks and who is the parent of a child is entitled to Parental Leave following:
 - i) the birth of the child; or
 - ii) the coming of the child into the custody, care and control of the employee for the first time.
- b) Parental leave shall be granted for eighteen (18) weeks, or six (6) months in the case of adoption. If an employee takes a pregnancy leave the parental leave must begin immediately after the pregnancy leave ends unless the child has not yet come into the custody, care or control of the employee.
- c) The employee shall give the organization at least two (2) weeks written notice of the date the

leave is to begin, unless the employee stops working because the child comes into the custody, care or control of the employee.

- d) An employee shall return to work eighteen **(18)** weeks after the parental leave began or may shorten the leave, with the consent of the organization, upon giving the organization four **(4)** weeks written notice of her intention to do so.
- f) Article **18.03** i, ii and iii shall also apply to parental leave.
- g) Leave with full salary and benefits for (1) working day shall be granted to a male employee on the occasion of the birth of his children.

18.05 Union Leave

- a) Delegation for Union business shall be considered legitimate personal reasons for leave of absence, provided that such leave shall not be more than a total of twenty (20) work days in the contract year and that no more than two (2) employees are on such leave at any time.
 - i) in requesting such leave of absence the Union will endeavour to give twenty-one (21) days clear notice and the written reply will be given within seven **(7)** days.
 - ii) the organization agrees to pay active employee(s) their regular wages and maintain their benefits while that employee(s) is on leave of absence for Union business. The organization shall be subsequently reimbursed by the Union for that same amount, including the percentage to cover fringe benefits. Reimbursement to the organization shall be within thirty **(30)** days of the organization rendering the account.

b) Full Time Union Leave

Upon application by the Union, in writing, the organization will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one **(1)** employee in the Bargaining Unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

- c) Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement.
- d) It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

18.06 Educational Leave

- a) A leave of absence, without pay, to take further education related to the employee's work with the organization may be granted upon written application by the employee to the Executive Director of the organization.
- b) The parties agree that the skills required for classifications covered by this Agreement may require upgrading from time to time. Where such upgrading is required, the Employer agrees to pay for costs of attending seminars, workshops and other courses and shall grant a leave of absence in accordance with paragraph (a) above.
- c) The parties further agree to maintain present practices respecting expense reimbursement of employees on required seminars, workshops and courses.

18.07 Sick Leave

- a) All employees who have attained full-time status are entitled to sick leave benefits.
- b) In year one of this contract, (1996), sick leave benefits will remain at 1.5 days/month to a maximum of eighteen (18) days.
 - i) In year 2 of this contract (April 1, 1997) each employee with twelve (12) or more days will commence the year with a current sick bank of twelve (12) sick days. Once these days are exhausted, they will not be replenished until the beginning of the next fiscal year when a new bank of twelve (12) current sick leave days will be granted. However, the remaining days for employees commencing year 2 with more than twelve (12) days at March 31, 1997, will be set aside in a "discretionary" sick bank. These days may be used for (sick purposes only) to supplement the current sick leave bank until such time as they are exhausted.
- c) Employees with less than twelve (12) days sick leave in their current bank at the end of year one of this Agreement, will commence year two with a bank of sick days equal to the year one end balance. In the subsequent years, these employees will receive on April 1 a non-accumulating current sick leave bank of twelve (12) days.
- d) There will be no penalty applied for sick occurrences from April 1, 1997 forward.
- e) The frozen sick leave bank shall not be used except as follows:
 - i) employees shall be entitled to draw down the sick credits in this frozen bank by receiving full pay for legitimate illness if the active sick leave bank (i.e. a maximum of twelve (12) days has been exhausted). Such pay shall be paid at regular hourly rates in effect upon the day of illness and any hours paid shall be deducted from the accumulated frozen sick leave bank until the bank is exhausted:
 - ii) upon severance of employment, fifty percent (50%) of the total amount in the frozen sick leave credit bank shall be payable to the employee providing the employee has had four (4) years' of continuous service with the organization. Such payment shall be at the regular hourly rate in effect as of the date of termination of employment.
- f) This record shall cover the current sick bank (i.e. maximum of twelve (12) days at year one (April 1, 1997), the frozen sick credit bank, and the discretionary sick credit bank. Each weekly cheque will indicate the number of current sick days available.
- g) An employee may accumulate a maximum of eighteen (18) days' sick credit in the active sick credit bank in year one. In year two an employee will receive in advance at April 1, 1997 a current sick bank of twelve (12) days with the exception of those with less than twelve (12) days at March 31, 1997. This will be a one time situation for those with less than twelve (12) days at March 21, 1997. The employee may draw upon any of the three sick banks shall be deducted from the accumulated credit of the respective bank and in all cases, sick credits shall be deducted from the active bank until exhausted before credits may be deducted from the frozen sick leave bank. The Employees shall receive full pay (illness or accident compensative by the Workers' Compensation Board excepted).
- h) When an employee claims to be sick, the Employer reserves the right to require proof of illness, by medical certificate signed by a duly qualified medical practitioner. It is understood that the Employer from time to time may require additional information regarding the employees illness.

- i) Upon severance of employment, fifty percent (50%) of the total days in the frozen sick credit bank shall be paid to the employee, provided the employee has had four **(4)** years' of continuous service with the organization. The cash payment shall be at the rate in effect on the date of termination. There shall be no payout of the active sick credit bank (i.e. maximum of eighteen (18) days active sick leave credit as per clause (b)).
- j) Employees claiming sick pay benefits will observe the following procedures:
 - i) employees taking ill or suffering an accident during the working hours will notify their Supervisor or a person designated by the Executive Director before the employee leaves his/her duties;
 - ii) when the illness or accident takes place at times other than the employee's normal working hours, the employee will make every effort to notify the Supervisor, or a person designated by the Supervisor, one (1) hour prior to the time in which the employee would normally be required to report for duty;
 - iii) an employee shall, upon request of the Employer, provide a satisfactory medical certificate as defined in **(9)** above for a period of absences in excess of three (3) working days.
 - iv) Seniority shall continue to accrue during sick time.

18.08 Workers' Compensation

- a) In the case of an accident which will be compensated by the Workers' Compensation Board, the Employer will pay **the** employee's wages for the day on which the accident occurs.
- b)
 - i) The Employer shall continue to pay the employee's share of any and all health and welfare benefits for the month in which the absence commences.
 - ii) Benefit coverage may be continued by the employee, provided the employee agrees to continue to pay their share of all benefits which have been cost shared with the organization. In the case of benefits which were one hundred percent (100%) Employer paid prior to the accident, the organization will continue to pay these one hundred percent (100%). This coverage will continue for a period of one (1) year from the date of accident.
 - iii) The employee shall be eligible for paid holidays, and vacation or any other benefits of this Agreement during any absence covered by Workers' Compensation.
 - iv) For full time: Seniority and service shall continue while on WCB. The employee concerned must send a memo to the Employer stating the dates they were off and requesting the change. Part time employees shall continue to accrue seniority and service based on hours averaged.

18.09 Public Office

An employee who is elected to Federal or Provincial Office and who is required to be absent from work because of her elected duties shall, upon written application to the Executive Director, be granted sufficient time on leave of absence to comply with her duties. Seniority shall not accumulate during such leave.

ARTICLE 19 - STATUTORY HOLIDAYS:

19.01 The recognized holidays for this Agreement shall be:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day
Easter Monday for Clerical <u>only</u>		

plus three (3) floating holidays, two (2) float for clerical. The first float holiday shall be provided between January and June. The second float holiday shall be provided between July and December. Full time reduced total statutory to nine (9) plus two (2) floats.

19.02 All employees shall be entitled to the Statutory and float holidays with pay upon completion of their probationary period.

19.03 When work is performed on a Statutory Holiday, payment will be at time and one-half (1 1/2) in addition to the holiday pay or time off in lieu if it is convenient to the organization.

19.04 When an employee is required to work authorized overtime in excess of the employee's regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), such employee shall receive two and one-half (2 1/2) times the employee's regular straight time hourly rate for such additional authorized overtime.

19.05 If any of the above-named holidays occurs on an employee's regular day off or during the employee's vacation period, the employee will receive an additional day off or payment of holiday in lieu of the day off, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the Supervisor or Administrator.

19.06 To qualify for payment of Statutory Holidays, the employee must work the employee's regular scheduled shift immediately preceding and succeeding the holiday unless absent by reason of legitimate illness confirmed by medical certificate, if requested, and such illness commenced within thirty (30) days prior to the date of the Statutory Holiday.

19.07 Employees shall request the three (3) float holidays listed in 19.01 at least two (2) weeks in advance of the actual day the employee wishes the holiday unless agreed otherwise between the employee and the Supervisor or Administrator.

19.08 The three (3) float holidays shall be taken at a time mutually agreed upon by the Supervisor and the employee within the periods defined. If the time cannot be agreed upon by the end of the defined period, the employee will be paid straight time rate for the float holiday.

19.09 Statutory holidays taken during Christmas and New Years will be granted on a year to year rotational basis.

ARTICLE 20 - VACATIONS:

20.01 For the purpose of this Article 20, the "Vacation Year" shall be the period from April 1st of the preceding year to March 31st of the current year.

20.02 An employee who had less than thirty (30) days of absence other than for vacations, illness or non-compensative accident during the vacation year, shall receive an annual vacation at regular rates of pay [except (a) below] in accordance with credited service as set out below.

- a) Less than one (1) year of service (2,080 hours) - one (1) week at 4% of gross earnings; or .42 days per month.
- b) One (1) year of service (2,080 hours) but less than three (3) years' service (6,240 hours) by March 31st - two (2) weeks; or .83 days per month.
- c) Three (3) years' of service (6,240 hours) but less than six (6) years' of service (12,480 hours) by March 31st - three (3) weeks; or 1.25 days days per month.
- d) Six (6) years' of service (12,480 hours) but less than twelve (12) years' service (24,960 hours) by March 31st - four (4) weeks; or 1.67 days per month.
- e) Twelve (12) years' of service (24,960 hours) by March 31st - five (5) weeks, or 2.8 days per month.
- f) Fifteen (15) years of service (31,200) by March 31st - six (6) weeks, or 2.50 days per month.
- g) D.S.W.'s receive:

after one (1) year of service (2,080 hours) but less than three years' of service (6,240 hours) by March 31st - three (3) weeks; or 1.25 days per month.

after three (3) years' of service (6,240 hours) but less than twelve (12) years' of service (24,960 hours) by March 31st - four (4) weeks; or 1.67 days per month.

after twelve (12) years' of service (24,960 hours) by March 31st - five (5) weeks. or 2.08 days per month.

after fifteen (15) years' of service (31,200 hours) by March 31st - six (6) weeks, or 2.50 days per month.

h) Office and Clerical

0-5460 hours seniority - two (2) weeks - .83 days/month

5,461-10,920 hours seniority - three (3) weeks - 1.25 days/month

10,921-30,940 hours seniority - four (4) weeks - 1.67 days/month

30,941-31,200 hours seniority - five (5) weeks - 2.08 days/month

31,200 + hours seniority - six (6) weeks - 2.50 days/month

20.03 It is understood that the Employer advances vacation credits at the beginning of each month for the following month based on the vacation percentage or vacation day credits detailed in 20.02. These credits are accumulated in a vacation day bank from which employees may draw vacation days as required.

20.04 All normal deductions made from an employee's pay will be made from the vacation pay. Employees may request to receive vacation pay for regularly scheduled vacations in advance of such vacations upon the following conditions:

Such requests are to be made to the office Supervisor at least ~~two~~ (2) calendar weeks prior to the pay day immediately preceding the vacation. It is understood that no employee shall be paid in advance where he/she shall be at work on the regular pay day.

- 20.05 Vacations may be accumulated from one year to the next subject to the approval of the employee's immediate supervisor.
- 20.06 All vacation periods will be arranged with the organization Administrator or his designates, with consideration being given to the employee's wishes and the needs of the Department.
- 20.07 Selection of vacation can be done by seniority within each particular community residence, not based on seniority within the overall organization. Employees should submit requests for vacation time at least two (2) months, if possible, prior to desired vacation time.
- 20.08 An employee who leaves the employ of the organization for any reason shall be entitled to receive any unpaid vacation pay which is accrued to the employee's date of separation unless the employee leaves without giving two (2) weeks' notice of termination, in which case the employee shall be entitled to the vacation pay calculated in accordance with the provisions of the Employment Standards Act.
- 20.10 Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in hospital, and if hospitalization does occur, the employee's vacation will be re-scheduled in accordance with the organization's needs taking into account the employee's wishes.
- a) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
 - b) Vacation days during the Christmas season will be granted on a year to year rotational basis. Any deviations from this rule may be made through the shift change procedure between co-workers.

ARTICLE 21 - HEALTH AND WELFARE BENEFITS:

21.01 Group Life Insurance

The Employer agrees to pay one hundred percent (100%) of the premiums of a Group Life and Accident Insurance Policy providing benefits equal to two (2) times an employee's annual salary.

This plan shall be compulsory for employees covered by this Agreement subject to the enrolment requirements of the carrier.

21.02 Pension Plan

The organization agrees to cost share a pension plan with full time employees only on a 3%:3% cost shared basis.

21.03 Extended Health Care Plan

The organization agrees to contribute on behalf of each eligible employee covered by this Collective Agreement, fifty percent (50%) of the present billed premium under the Great West Life Extended Health Care Plan consisting of ten dollars (\$10.00 single) and twenty dollars (\$20.00 family) deductible (no co-insurance) subject to the terms and conditions of such Plan and subject to the carrier's requirements as to a minimum enrolment, provided the balance of the monthly premium is paid by the employee through payroll deduction (coverage equivalent to present policy).

All eligible employees coming into the Bargaining Unit shall be required to enrol, as a condition of employment, unless covered for equivalent benefits through their spouse's place of employment.

The organization agrees to pay 75% and the Employees pay 25% of a cost share for a vision care clause to be added to the Extended Health Care Plan. Coverage will include vision care (maximum \$200.00 every 24 months, single/family to cover glasses or contact lenses).

It is understood that semi-private hospital coverage is included as part of the organization's Extended Health Care Plan.

21.04 Dental Plan

The organization agrees to contribute on behalf of each eligible employee covered by this Collective Agreement, seventy-five percent (75%) of the billed premium under the Great West Life Dental (or coverage equivalent to the present policy) (no co-insurance) subject to the terms and conditions of such plan and subject to the carrier's requirements as to minimum enrolment, provided that the balance of the monthly premium is paid by the employee through payroll deduction. The Dental Plan will be based upon current Ontario Dental Association Schedule of Fees.

All eligible employees shall be required to enrol, as a condition of employment, unless covered for equivalent benefits through their spouse's place of employment.

21.05 Long Term Disability

The Employer agrees to pay one hundred percent (100%) of the premiums necessary to enrol employees in a Long Term Disability Plan providing benefits equal to 66 2/3% of salary (maximum \$5,000.00 per month) which benefits will be payable on the first day of the eighteenth (18th) week of absence due to disability (such coverage to provide that for the first two (2) years during which benefits are payable the employee must be disabled such to be unable to work in their own occupation).

21.06 The benefits provided in Article 21.01, 21.02, 21.03, 21.04, 21.05 and 21.06 shall come into effect upon the organization obtaining the necessary coverage. The organization undertakes to apply for such coverage immediately upon execution of the Agreement and, in any event, the benefits will be in place one (1) month from date of ratification. (For clerical only, employees who have been continuously disabled for 120 days are eligible).

ARTICLE 22 - CONTRACTING OUT AND TECHNOLOGICAL CHANGE:

22.01 Supervisors, foremen, volunteers and persons excluded from the Bargaining Unit will not take the place of any employee such to cause an employee to suffer a **loss** of hours of work or pay and no employee shall suffer **loss** of hours of work or pay as a result of the contracting out of work by the Employer.

- 22.02 a) Technological change shall mean the introduction of equipment different in nature, type or quantity from that previously utilized.
- b) The Employer shall notify the Union thirty (30) days in advance before the introduction of the above.
- c) The Employer agrees that as a result of any technological change, no employee will suffer a **loss** of hours of work, pay or termination, unless after reasonable training, the employee cannot perform the necessary requirements of the job.



ARTICLE 23 - HEALTH AND SAFETY:

23.01 The Employer agrees that insofar as it is applicable to its operations, it will abide by and follow the provisions of the Occupational Health and Safety Act, 1979, amended in 1990.

ARTICLE 24 - PRINTING OF CONTRACTS:

24.01 The organization agrees to pay fifty percent (50%) of the cost of printing the contract.

ARTICLE 25 - PAY PROCEDURES AND PAY DAYS:

25.01 If the effective date for an increase in hourly compensation occurs between pay periods, the days of the new rate of pay will be included in the first practical pay period following the effective date.

25.02 Employees shall be paid once a week on a regular pay day. When the banks are closed on a regular pay day, wages will then be available on the preceding day on which they are open.

ARTICLE 26 - DURATION AND TERMINATION:

26.01 This Agreement shall continue in effect until March 31, 1998, and will continue in effect from year to year thereafter unless either party gives to the other party notice, in writing, not earlier than three (3) calendar months and not later than one (1) calendar month prior to the expiry date of this Agreement, of its desire to terminate or amend this Agreement. At least ten (10) days prior to the date agreed to for the first meeting for renegotiating this Agreement, the parties will exchange their proposed amendments, if any, so that the other party may have an opportunity to prepare necessary information to discuss such amendments.

SIGNED AND DATED at _____, this _____ day of _____, 19 ____.

FOR THE UNION FOR THE EMPLOYER

APPENDIX " A

JOB CLASSIFICATIONS AND RATES OF PAY

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u>	<u>START</u>	<u>6 MONTHS</u> (1,040 hrs)	<u>12 MONTHS</u> (2,080 hrs)	<u>18 MONTHS</u> (3,120 hrs)
Residential Assistants	Sept 1, 1992	\$11.59	\$11.88	\$12.07	\$12.31
Residential Assistant II	Sept 1, 1993	\$12.97	\$13.15	\$13.43	\$13.67
Pay Equity Adj.	Sept. 1, 1994	\$13.20	\$13.37	\$13.72	\$14.00
	Sept. 1, 1995	\$13.43	\$13.59	\$14.03	\$14.30 *
Maintenance Person	Sept 1, 1992	\$13.41	\$13.57	\$14.01	\$14.30
MRC/DSW/RNA	Sept 1, 1992	\$14.10	\$14.19	\$14.32	\$14.44
Pay Equity	Jan 01, 1993	\$14.47	\$14.56	\$14.69	\$14.80
	Jan 01, 1994	\$14.84	\$14.93	\$15.04	\$15.17
	Jan 01, 1995	\$15.21	\$15.30	\$15.41	\$15.56
	Jan 01, 1996	\$15.57	\$15.66	\$15.79	\$15.91
	Jan 01, 1997	\$15.83	\$15.92	\$16.05	\$16.17
Bus Driver/ Handy Person	Sept 1, 1992	\$12.53	\$12.71	\$12.86	\$13.03
Clerk Typist Pay Equity Adj.	Oct 18, 1993	\$12.53	\$12.71	\$12.86	\$13.03

NOTE: The parties agree to a 0% increase the first year with a guarantee of no further lay-offs in year 1.

The parties agree to a wage re-opener tied to Ministry allocation in the 2nd year of the Collective Agreement.

"SCHEDULE "A" - APPAREL, UNIFORM ALLOWANCE AND JOB DESCRIPTIONS:

1. Uniform Allowance

- a) The organization will provide one (1) pair of safety boots for each member of the Maintenance Department including Bus Driver/Handy Person on a yearly basis.

2. Job Descriptions

The Employer will forward to the Union office copies of existing job descriptions which cover Bargaining Unit employees.

3. The Employer shall provide malpractice insurance for all direct care staff (R.A.I, R.A.II, R.N.A., D.S.W.)

4. A \$5.00 Administration fee will be levied for each garnishment payment or for the processing of insurance papers not related to the Employers benefit package or for completion of social assistance forms or any other paperwork not directly associated with the organization's business.

COLLECTIVE AGREEMENT

B E T W E E N:

Plainfield Community Homes

(hereinafter referred to as the "Employer")

-and-

SERVICE EMPLOYEES UNION, LOCAL 183

(hereinafter referred to as the "Union")

PART TIME

ARTICLE 1 - FORM AND CONTENT OF THIS COLLECTIVE AGREEMENT:

- 1.01 The clauses and terms set out in the Collective Agreement between the Employer and the Union covering full time employees shall form and be part of this Collective Agreement between the Employer and the Union with the exception of the following clauses in the full time Collective Agreement:

Article 2.01(a), 13.02, 18.02, 18.04, 18.07, 18.08, 18.09, 20.02, 20.03, 21.01, 21.02, 21.03, 21.04, 21.05, 21.06, Schedule "A" - 2: Uniform Allowance.

Where any of the provisions of this Collective Agreement conflict with those of the Collective Agreement between the Employer and the Union covering full time employees, the provisions of this Agreement shall govern.

ARTICLE 2 - RECOGNITION:

- 2.01 The Employer recognizes the Union as the sole collective Bargaining Agent for all employees of Plainfield Community Homes working in all of Hastings County regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Supervisors, persons above the rank of Supervisor, Manager - Support Services and Administrative Assistant.
- 2.02 Casual employees are those persons employed for a definite term or task which is not expected to exceed three (3) months, and persons hired, full time or part time employees who are on lay-off, who are called in to work on an unscheduled basis as a result of emergency situations and the Employer's staffing requirements resulting from a regular scheduled employee not reporting to work. A casual employee may be terminated by the Employer immediately upon completion of the term of task for which the employee was hired.

ARTICLE 3 - UNION STEWARDS AND NEGOTIATING COMMITTEE:

- 3.01 Article 6.01 of the Collective Agreement between the Employer and the Union shall be incorporated and form part of this Collective Agreement subject only to the provisions that the Union shall appoint one (1) steward to represent the employees covered by this Collective Agreement.

- 3.02 Article 5.01 of the Collective Agreement between the Employer and the Union covering full time employees shall be incorporated into and form part of this Collective Agreement subject only to the provision that the Negotiating Committee shall consist of not more than two (2) employees.

ARTICLE 4 - PROBATIONARY EMPLOYEES:

- 4.01 Employees shall be on probation until they have completed a total of forty-five (45) full shifts worked with the organization since the last date of hire. On completion of this probationary period, the employee's name shall be posted on the seniority list. Hours worked during the probationary period shall be included in the calculation of seniority. During such probationary period, an employee shall have no seniority rights and the discharge or discipline of a probationary employee shall be within the sole discretion of the Employer and not subject to review by a Board of Arbitration or sole Arbitrator.

ARTICLE 5 - SENIORITY:

- 5.01 Seniority lists of employees who have completed their probationary period shall be maintained by the organization. Actual shifts worked will be counted for the purposes of determining seniority, and employees who were formally employed on a full time basis and were subsequently involuntarily transferred to part time without a break in employment will receive the full credits for such service.
- 5.02 For purposes of seniority, but not for any other purposes, an employee (who has completed his/her probationary period) whose status is altered from part time to full time or vice versa will receive a seniority position based on accumulated seniority as indicated on the seniority list at the time of transfer. Shifts worked since the posting of the latest seniority list shall be counted.

ARTICLE 6 - LEAVE OF ABSENCE:

6.01 Bereavement Leave

- a) When a death occurs in the immediate family, the employee shall be paid at the employee's regular rate for time off up to a maximum of five (5) days. In this case, immediate family shall mean spouse, mother, father or legal guardian, son, daughter or stepchildren, common-law partner after one (1) year with letter from the Employer of date of relationship. Four (4) days paid for an employee's brother or sister.
- b) When a death occurs in an employee's remaining family the employee shall be paid at the employee's regular rate for time off up to a maximum of three (3) days. It is agreed that the employee's, father-in-law, mother-in-law, grandparents, sister-in-law, brother-in-law, aunt, uncle and grandchildren.
- c) Where an employee is unable, due to distance of travel, to attend the funeral of a member of their immediate family, as defined in Article 6.02(b), they shall be entitled to leave for mourning on the date of the funeral without loss of pay.
- d) Where it is necessary because of distance, the employee may be provided up to seven (7) days additional unpaid leave.
- e) Where an employee's scheduled vacation is interrupted due to a death or the attendance at a funeral for which leave may be given under this Article, the proportion of the employee's

vacation interrupted shall be deemed to be bereavement leave and the employee will be entitled to re-schedule the vacation credits at another time. The employee may be required to provide proof of attendance at the funeral.

- f) Where an employee's scheduled days off are interrupted due to a death or the attendance at a funeral for which leave may be given under this Article, bereavement leave will be paid only for those scheduled work days immediately following the death up to a maximum of three (3) days.

6.02 Court Attendance

- a) If an employee is required to serve as a juror in a Court of law or is required by subpoena to attend on behalf of the Crown or is required by subpoena to attend a Coroner's inquest in connection with a case arising from the employee's duties at the organization, the employee shall not lose regular pay for those shifts in which the employee was assigned to work due to absence necessitated by the above, provided that the employee:
 - i) informs the organization through the employee's supervisor immediately upon being notified that the employee is required to attend at court; and
 - ii) presents proof of the employee's required attendance; and
 - iii) provides the organization with proof of the full amount of compensation received together with an official receipt for serving in Court excluding travel and meal allowances.

Upon compliance with the foregoing, the employee shall be paid the difference between what the employee received from the Court and the employee's regular pay for scheduled hours of work missed due to such attendance.

- 6.03 a) Delegation for Union business shall be considered legitimate personal reason for leave of absence, provided that such leave shall not be more than a total of ten (10) work days in the contract year and that no more than one (1) employee is on such leave at anytime.
 - i) in requesting such leave of absence, the Union will endeavour to give twenty-one (21) days clear notice and the written reply will be given within seven (7) days.

ARTICLE 7 - VACATION ENTITLEMENT:

- 7.01 An employee who had less than thirty (30) days of absence other than for vacations, illness or non-compensative accident during the vacation year shall receive an annual vacation and vacation pay in accordance with credited service as set out below:

For RA1/RA11/MP and HP Classifications:

- a) Less than 2,080 hours of service - one (1) week at four percent (4%) of gross earnings;
- b) 2,080 hours of service but less than 6,240 hours of service by March 31st - two (2) weeks leave and vacation pay equal to four percent (4%) of gross earnings;

- c) **6,240** hours of service but less than **12,480** hours of service by March **31st** - three **(3)** weeks leave and vacation pay equal to six percent **(6%)** of gross earnings;
- d) **12,480** hours of service but less than **24,960** hours of service by March **31st** - four **(4)** weeks leave and vacation pay equal to eight percent **(8%)** of gross earnings;
- e) **24,960** hours or more of service but less than **31,200** by March **31st** - five **(5)** weeks leave and vacation pay equal to ten percent **(10%)** of gross earnings.'
- f) **31,200** hours or more of service by March **31st** - six **(6)** weeks leave and vacation pay equal to twelve percent **(12%)** of gross earnings.
- g) Vacation pay will be paid out on one **(1)** cheque the first pay period in June.

For DSW/RNA Classifications:

0 - 2080 hours = **4%**
 2081 - 6240 hours = **6%**
 6241 - 24,960 hours = **8%**
 24,961 - 31,199 hours = **10%**
 31,200 + hours = **12%**

ARTICLE 8 - EMPLOYEE BENEFITS:

8.01 a) In lieu of employee benefits, employees will receive an amount equal to 8.5% of basic hourly wage for each hour worked. This payment will be included in each pay period of an employee. It is expressly understood that employees covered by this Agreement are not eligible or entitled to educational leave, sick leave, health and welfare benefits and uniform allowance.

c) Teacher Aide Positions:

All teacher aide positions will now be filled by Residential Assistants or Residential Assistant II staff members.

The following regulations are understood with respect to these positions:

- a) Teacher aides recognize that working in the school environment means that certain school holidays occur throughout the year i.e. P.A. days, statutory holidays, Christmas, Easter and summer breaks and will take these holidays as do the regular school employees. Should an opportunity present itself for these teacher aides to work within our community Homes during these scheduled holidays, they may choose to do **so**.
- b) Teacher aides will normally work **37.50** hours/week and therefore, vacation and sick leave will be paid out based on a 7.5 hour day.
- c) Teachers Aides will be assigned to a specific community Home for purposes of administration. Should classes be cancelled on a regularly scheduled school day, teachers aides may work in their community Home with a qualified RAI/DSW/RNA.

ARTICLE 9 - HOLIDAYS:

- 9.01 In order to be eligible for statutory holiday pay, a part-time employee must have worked at least twelve (12) shifts in the twenty-eight (28) days immediately preceding the date of the statutory holiday. If this condition has been met, the employee will be entitled to:
- a) pay at 1 1/2 time for working the statutory holiday.
 - b) receive one (1) paid day off in lieu of the statutory holiday. This equates to 1 1/2 times regular pay for the statutory holiday. The statutory holiday pay will be equivalent to the average number of hours worked over the thirteen (13) week period prior to the statutory holiday.

ARTICLE 10 - DURATION AND TERMINATION:



10.01 This Agreement shall continue in effect until March 31st, 1998, and will continue in effect from year to year thereafter unless either party gives to the other party notice, in writing, not earlier than three (3) calendar months and not later than one (1) calendar month prior to the expiry date of this Agreement, of its desire to terminate or amend this Agreement. At least ten (10) days prior to the date agreed to for the first meeting for re-negotiating this Agreement, the parties will exchange their proposed amendments, if any, so that the other party may have an opportunity to prepare necessary information to discuss such amendments.

SIGNED AND DATED at this day of , 19 .

FOR THE UNION

FOR THE EMPLOYER

SCHEDULE "A"

LETTER OF UNDERSTANDING

BETWEEN

**Plainfield Community Homes
(hereinafter called the "Union")**

AND

**SERVICE EMPLOYEES UNION, LOCAL 183
(hereinafter called the "Union")**

1. The Union and the organization hereby agree that the following individuals, who presently have D.S.W. equivalency rates, shall retain all rights and privileges of a D.S.W. until such time as they terminate their employment from the organization:

Sandra Boulter
Carol Watkins
Susan Govier-Brown
Beverley Haight

2. The Union and the organization hereby agree that the organization reserves the right to determine "equivalency" and will inform the Union of any new hires hired under the organization's equivalency formula.

David J. Munroe
Executive Director Union Representative
Plainfield Community Homes

Linda Thayer
S.E.U. Local 183

LETTER OF UNDERSTANDING

BETWEEN

PLAINFIELD COMMUNITY HOMES

AND

SERVICE EMPLOYEES UNION, LOCAL 183

RE: FULL TIME REDUCED AT LONGMORE

The Parties agree that as long as Longmore House has eight (8) clients, there will be three (3) full time reduced positions in the organization.

DATED at Belleville this _____ day of _____, 1996.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT

BETWEEN

PLAINFIELD COMMUNITY HOMES

AND

SERVICE EMPLOYEES UNION, LOCAL 183

The Parties agree that the R.P.N.'s can apply and be considered for any job postings as per Article 15. The Parties further agree that they can work at any Home as RAII getting RAII wages for part time scheduling.

DATED at Belleville this _____ day of _____, 1996.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

PLAINFIELD COMMUNITY HOMES

AND

SERVICE EMPLOYEES UNION, LOCAL 183

RE: STAFF, CLIENT RATIO

The Employer agrees to implement the following ratio at each Home: One staff to five (5) clients while the clients are awake. One staff to ten clients while the clients are asleep.

DATED at Belleville this _____ day of _____, 1996.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT

RE: ADULT RESOURCE STAFF'S HOURS DURING PROGRAM SHUT DOWN

Shut down hours include:

Summer - 4 weeks

Christmas/New Year's Holiday - 2 weeks

March Break - 1 week (Plainfield Community Homes' program will run if an additional week is taken by the Board of Education).

1. One, 8-hour shift will be guaranteed each of the above-noted weeks if the Adult Resource staff wants it. Requests for hours must be presented to the appropriate manager in advance of the schedules being completed or hours will not be assigned.
2. Vacation credits must be used to cover shut down hours. Requests are to be given to the Managers 5 weeks in advance for scheduling purposes. These requests will not be traded in for shifts.
3. Additional hours up to a maximum of 40 hours may be gained through the part-time, call-in list of their attached home.
4. Adult Resource staff are eligible to be on the full-time overtime, call-in list of their attached Home if the request is made to the appropriate manager.
5. It is encouraged that float holidays are to be used for emergencies, snow day, etc. and do not have to be used to cover program shut down.

DATED at Belleville this _____ day of _____, 1996.

FOR THE EMPLOYER FOR THE UNION

NOTE: The Adult Resource staff are not guaranteed to have Saturday's and Sunday's off nor straight days. They can be scheduled for any available shifts, as long as they are qualified to work them.