

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PLAINFIELD COMMUNITY HOMES**

**- AND -**

**SERVICE EMPLOYEES' UNION, LOCAL 183  
A.F.L., C.I.O., C.L.C.**

**EXPIRY DATE: MARCH 31, 2005**

**FULL/PART-TIME WORKERS**

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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 Plainfield Community Homes, save and except managers, persons above the rank of manager, Manager - Support Services and Administrative Assistant, 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, as defined, and to provide the 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**

- 2.01 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 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 (240 hours) 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 weekly.

The Employer shall remit such monies monthly to the Financial Secretary of the Service Employees’ Union, Local 183, on or before the 20<sup>th</sup> 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 a) 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.
- b) The Union and the Employer agree that management and employees will abide by the Human Rights Code and further agree that individuals in the workplace should be treated by management and co-workers with respect and shall not be subject to harassment of any type by an individual or group of individuals. Alleged violations of this provision are subject to the grievance procedure.
- 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 Executive Director 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 organization 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 the 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, managers and other organization 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 a) 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. The said Committee will co-operate with the Employer in the administration of this Agreement.
- b) 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 of the renewal or modification of this Agreement at the proper time.
- c) 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.
- d) Employees on the Negotiating Committee will be paid by the Employer during negotiations for the Collective Agreement up to, but not including Arbitration.

### **5.02 Labour/Management Committee**

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

- i) An equal number of representatives of each party, or as mutually agreed, shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include: orientation, aggressive residents, work load issues.
- ii) A representative attending such meeting shall be paid for wages lost from regularly-scheduled hours. A Union staff member may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed.

- iii) It is understood that, where full and part-time agreements are separate, there shall be one (1) committee only.

- iv) The Employer will meet with all of the Stewards to share all new and/or revised Policies and Procedures prior to distribution and implementation that are applicable to the Bargaining Unit.

#### **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 Qualification 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 taken, the grievance shall be submitted to the Executive Director within five (5) days of receipt of the Supervisor's reply and the Executive Director 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 Executive Director 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 Executive Director is not satisfactory to the employee, the matter may then be submitted to arbitration within ten (10) days after the reply of the Executive Director 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.

- 7.10 If the Employer does not respond to any grievance within the timelines outlined in the grievance procedure, the grievance shall be allowed on a one time only,

without prejudice basis. The Union agrees to withdraw any grievance that has not been filed within the timelines of the grievance procedure.

## **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 Executive Director'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 sole Arbitrator shall have the same powers and be subject to the same restrictions as the Board of Arbitration set out herein.

#### 8.06 **Mediation**

Before any grievance proceeds to arbitration, the parties may by mutual consent, retain the services of a mediator who shall endeavour to have the matter resolved. The parties further agree to extend the timelines outlined in the arbitration process until such times as it is determined that the mediation process has failed.

### **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 bypassed.

### **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 Executive Director or his designate of 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. Seniority lists will include active employees only.
- 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 layoff 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.
- 13.09 Employees shall continue to accrue seniority and service while off on maternity, parental leave, sick leave and WSIB leave henceforth.

#### **ARTICLE 14 - LAYOFF 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 layoff, shall have the right to either:
  - i) accept the layoff 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 layoff 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 layoff 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 layoff, 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 layoff.
- 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, an employee, who otherwise qualified for holiday pay, shall not be disentitled thereto solely because of the day on which the layoff commenced.

#### 14.02 **Benefits on Layoff**

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

#### 14.03 **Notice of Layoff**

##### a) *Union*

There shall be at least forty-five (45) working days notice to the Union in the event of a proposed layoff of a permanent or long-term nature or, in the event of a substantial bed cutback or cutback in service, which effects 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 plus one (1) day for each year of service to a maximum of twelve (12) weeks plus twelve (12) days 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 layoff to an employee will 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 layoff or the notice provided above, an employee with more than twelve (12) months' service with the Employer, who has received notice of layoff of a permanent or long-term nature, may resign, forfeiting the right to notice. Such employees will receive the balance of notice as severance pay.

##### b) *Retirement Allowance*

Full-time employees, age 60 or more will receive a lump-sum payment equal to \$1,000 for every year less than age 65 to a maximum of \$5,000.

c) ***Benefit Continuation***

The Employer will continue to contribute the Employer's portion of health, dental, vision and life insurance coverage when an employee retires until the age of seventy (70) at which point all benefits cease.

- 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 (prorated 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 Director of Administrative Services office on the form supplied by the organization. Job postings for Adult Resource staff 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.

- c)
  - i) Once an employee has accepted a posting for a temporary vacancy, it is understood that such employee will see the posting through to completion.
  - ii) Such employee(s) will be able to apply for any posted temporary vacancy which is longer in duration than the temporary vacancy which they currently hold, and such position will be granted in accordance with Article 15.03.
  - iii) It is understood that once the commitment to the current temporary vacancy is completed, such employee(s) will automatically assume the temporary vacancy which is longer in duration should they be the successful applicant.
  - iv) In the interim, between the completion of the successful applicant's first temporary vacancy and the temporary vacancy, which is longer in duration, the next eligible applicant will be offered the temporary vacancy until such time as the successful applicant is able to assume the position.
  - v) It is further understood that at any time during the temporary vacancy such employee(s) will have the right to apply for a permanent full-time position.

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

15.05 It is understood that F.T.R. staff will be allowed to fill short-term vacancies (i.e. sick leave replacements) for up to twelve (12) weeks in their own community home before a posting is required. It is understood that the most senior FTR will step into the position.

15.06 R.P.N.s can apply, and will be considered for any job postings, as per Article 15. R.P.N.s can also work at any community residence as RAIIs at RAII wages for part-time scheduling.

15.07 The successful applicant of a permanent and/or temporary long term full-time job posting, shall be placed on trial in the new position for a period of two-hundred and forty (240) working hours (six (6) weeks full-time). Such trial promotion or transfer shall become permanent after the trial period unless the employee or employer feels that she is not suitable for the position and wishes to return to her original position and shift rotation.

It is understood and agreed that once the trial period has expired for a permanent position, the employee no longer has the right to return to her original position.

In the event the employee returns to her former position and salary, she shall do so without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement shall also be returned to her former position and salary without loss of seniority.

- 15.08 Following completion of a temporary vacancy, the full-time employee will return to their original position and shift rotation. However, it is understood that the schedule may differ.

## **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.
- a) 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 cycle.
- b) The organization will schedule every other weekend off. When Christmas Day and New Year's Day 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.
- d) It is understood that split shifts will not be allowed with the exception of the current practices at the following:
- i) Longmore House - full-time reduced or part-time staff;
  - ii) Belanger House - full-time reduced or part-time staff; or
  - iii) Part-time Bus Driver position - see Appendix B
- 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 an emergency. When

additional weeks are posted in peak vacation periods, it is understood any extra weeks posted can be changed.

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 or an out-of-house excursion with resident(s), a stipend of up to seven dollars (\$7.00) will be reimbursed to employees on submission of receipts. If an employee requires their meal allowance for an out-of-town trip in advance, they may secure a stipend of \$7.00 from petty cash prior to the trip with the understanding that, upon their return from the trip, receipts **must be provided** to substantiate the advance from petty cash.

17.08 **Overtime**

Overtime/A.O.T. hours will count as hours for seniority purposes.

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 ½) 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.

**Accumulated Overtime (A.O.T.):**

- ) 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 accumulated up to one hundred (100) 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 31<sup>st</sup> fiscal year end.
- i) Requests for A.O.T. must be submitted to the manager two weeks' prior to the schedule being posted. The applicable manager will respond within three (3) working days to the request. A.O.T. may be used to cover last-minute emergencies, if it does not create overtime. It may also be used to cover sick time, if a doctor's certificate is provided to the manager.
- iii) The nature of support to clients will dictate the ability to grant last-minute A.O.T. requests.
- iv) If a part-time person is on duty and the full-time staff/F.T.R. member wants to leave their shift between one and three hours early, then the part-time person may work the additional hours as long as their shift does not exceed eight hours. If the hours are four hours or more, then the call-in procedure will be carried out. This Article will not be used in an arbitrary or discriminatory manner.
- v) If possible, requests to use A.O.T. should always be approved by the Community Home Manager in advance. If, for some reason this cannot be done, then the above agreement may be followed.
- vi) 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.
- vii) 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.
- viii) 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.

- ix) Full-time reduced employees shall be allowed to utilize their accumulated overtime hours to top up their weekly wages in place of a scheduled shift.

#### 17.09 **Minimum Guarantee**

Employees who report for work on any regularly-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**

- a) Where employees are called back to work, after having completed a regular shift and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one half ( 1 1/2) their regular hourly earnings. Where call-back is immediately prior to the commencement of their regular shift, the call-back will only apply to the point of commencement of a regular shift at the rate of time and one-half (1 1/2), after which, they shall revert back to the regular shift.
- b) Call-back pay shall cover all calls within the minimum four (4) hour period provided for under (a) above. If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call-back premium, but, in no case shall an employee collect two (2) call-back premiums within one such four (4) hour period, and to the extent that a call-back overlaps and extends into the hours of his regular shifts, (a) shall apply.
- c) Notwithstanding the foregoing, an employee, who has worked his full shift on a holiday and is called back, shall receive the greater of two and one half (2 1/2) times his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half (1 1/2) his straight time hourly rate, subject to the other provision set out above.
- d) It is understood that split shifts will be allowed for call-backs and will not exceed eight (8) hours in a sixteen (16) hour period.

#### 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 **Relief Pay**

- a) When an employee is temporarily transferred to a higher-rated classification for more than one (1) hour, 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 one (1) hour, 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 during the hours of 4:00 p.m. and 8:00 a.m. shall receive a shift premium of fifty-five cents (\$.55) per hour. Effective April 1, 2003 the shift premium will increase to sixty-five cents (\$.65) per hour.

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

#### 17.14 **FTR Employees**

- a) The organization may establish a maximum of two (2) full-time reduced hours positions/group home (16-32 hours) with the exception of Longmore House where the Employer agrees that, as long as there are eight (8) clients at Longmore House, there will be three (3) full-time reduced positions. Employees in this category would be entitled to:
  - Work additional hours up to forty (40) hours/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 reduced staff on a prorated basis as follows:
    - i) Sick leave 10 days/fiscal year.

- ii) Vacation pay percentage (%) 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 - 4%:4% employee:employer contributions based on gross earnings.
- x) Float Holidays - 4 days/fiscal year.
- xi) FTR employees, while off on maternity leave, will be granted seniority based on 32 hrs./week.

**17.15 Adult Resource Positions :**

- a) Adult Resource Staff Members recognize that the program follows a Monday to Friday schedule. The program is closed for statutory holidays and breaks as detailed below: A minimum of eight (8) hours will be guaranteed for each of the weeks detailed in this Article, if the Adult Resource staff member wishes to accept them. Requests for hours must be presented to the appropriate manager in advance of the schedules being completed or hours will not be assigned. Additional hours up to a maximum of forty (40) hours may be gained through the part-time, call-in list of their attached home.

Staff are encouraged to use vacation credits to cover shutdown hours.  
Shutdown hours include:

Christmas Break will be from the last working day prior to Christmas Eve Day through to, and including one working day, following New Year's Day.

March Break will be five (5) days to be determined annually by management and to follow the school, scheduled break.

Summer break will be a four (4) week block, to be rotated annually whereby one year the block is in August and one year the block is the last two weeks of July and the first two weeks of August. Summer will be defined as July 1st through to the Labour Day weekend inclusive.

- b) Adult Resource staff members will normally work forty (40) hours per week. Therefore, vacation and sick leave will be paid out based on an eight (8) hour day.
- c) It is understood that Adult Resource staff members (with an RAII or D.S.W. designation only) may be used as respite care staff at designated areas on program down times.
- d) Adult Resource staff will be permitted to work in community homes should classes be cancelled on a regularly-scheduled program day.
- e) Adult Resource Staff are on the full-time, overtime list on a rotational basis all year round except summer shut down.
- f) Adult Resource staff will be permitted to be available on the call-in list during the four (4) week block shut down and vacation leave may be adjusted each week based on available call-in shifts.
- g) Adult Resource staff are not guaranteed to have Saturdays and Sundays off, nor straight days during the shut down. They can be scheduled for any available shifts, as long as they are qualified to work them.
- h) In the event of an odd number of group homes, the home with no associate home will be designated as such. The F.T.R. and part-time staff members will be offered first right of refusal for Adult Resource shifts in each of the community homes once in home and associate home staff members have been called and prior to the Adult Resource call-in list. The call-in lists will be adjusted if the need arises.
- i) Eight (8) hours could be inclusive of mandatory training with notice.

#### 17.16 **Reimbursement for Overnight, Out-of-Town Trips with Residents**

##### a) **Overnight, Out-of-Town Trips**

If an employee is required to attend medical appointments out-of-town with residents which necessitate overnight stays where the employee is not required to stay in the hospital room with the resident, the employee will receive one regular 8-hour shift's pay, a trip premium of \$150.00/24-hour period, all meals and accommodation expenses.

b) **Overnight, Out-of-Town Trips - (Staying with resident at all times)**

If an employee is required to attend medical appointments out-of-town with residents which necessitate overnight stays where the employee **is required** to stay in the hospital room with the resident at all times, the employee will receive one regular 8-hour shift's pay, a trip premium of \$195.00/24-hour period and all meals.

- c) Employees will only be asked to spend a maximum of three 24-hour periods on an out-of-town, overnight trip before a relief staff will be provided to take their place.

17.17 **Orientation of New Staff**

All new employees will be provided with an orientation period on each of the three shifts: days, evenings and midnights, with one (1) additional day shift for the purpose of reviewing policies and procedures and other orientation at either day program.

17.18 **Minimum Shift Requirements for Full-Time Staff**

All direct care staff will work a minimum of two day shifts, two evening shifts and two night shifts in a 6-week rotation.

17.19 **Minimum Staff: Resident Ratio**

The Employer agrees to a staff:resident ratio of one staff member to five (5) residents while residents are awake and, while residents are asleep, a staff: resident ratio of one staff member to ten (10) residents.

17.20 **Training Hours**

- a) Full-time staff will have mandatory training sessions scheduled within their forty (40) hours of work.
- b) Full-time reduced staff and part-time staff will include the mandatory training hours as part of their hours for the purpose of the call-in procedure and extension. These mandatory training hours will be included as seniority hours and will not exceed forty (40) hours per week.

17.21 **Weekend Standby Premium**

Support Services Personnel, who are required to remain available for stand-by for snow removal services during the period from November 1st through to March 31st and from closing shift on Friday evening to commencement of working shift on Monday, shall receive a flat stand-by fee of twenty-five dollars (\$25.00).

17.22 The Employer will pay published Ministry of Community & Social Services' mileage rates. The current rate at time of signing of this contract is thirty cents (\$.30) per kilometer.

## **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 current spouse, mother, father or legal guardian, son, daughter or stepchildren, common-law partner or same sex partner. Four (4) days paid for sister and brother. Exceptions to "current" family may be granted by the Co-ordinator of Community Services at her discretion.
- 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 four (4) days for their current father-in-law, mother-in-law, and grandparent. The employee's remaining current family are identified as: sister-in-law, brother-in-law, aunt, uncle, nieces, nephews, and grandchildren and the employee shall be paid the employee's rate for time off up to a maximum of three (3) days. Exceptions may be granted by the Co-ordinator of Community Services at her discretion.
- 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 (a) and (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 reschedule 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 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, still birth 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 employee's contribution, if any.
- 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.

#### 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 thirty-five (35) 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 thirty-five (35) 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.
- e) Article 18.03 i, ii and iii and Articles 18.04, and 18.05 shall also apply to parental leave.
- f) 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.
- c) 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.
- b) 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 or full-time, reduced status are entitled to sick leave benefits.
- d) Each employee will commence the fiscal year with 12 sick days in their "active" sick leave bank. 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) "active" sick leave days will be granted. Employees with a "discretionary" sick bank may continue to use these days for sick purposes only to supplement the "active" sick leave bank until such time as they are exhausted.
- b) There will be no penalty applied for sick occurrences from April 1, 1997 forward.
- c) The frozen sick leave bank shall not be used except as follows:
  - 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.

- 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.
- d) The employee's sick leave record shall include the active sick bank, the frozen sick credit bank, and the discretionary sick credit bank. Each weekly cheque will indicate the number of active sick days available.
- e) Employees may draw upon any of the three sick banks: active, discretionary or frozen. Deductions will be made to the accumulated credit of the particular bank and, in all cases, sick credits shall be deducted from the active bank until exhausted before credits are deducted from the discretionary or frozen sick leave banks. The employee shall receive full pay (illness or accident compensative by the Workplace Safety & Insurance Board excepted).
- f) 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 may, from time to time, require additional information regarding the employee's illness.
- g) Employees claiming sick pay benefits will observe the following procedures:
  - Employees taking ill or suffering an accident during the working hours will notify their manager or a person designated by the Executive Director before the employee leaves his/her duties.
  - 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 manager, or a person designated by the manager, one (1) hour prior to the time in which the employee would normally be required to report for duty.
  - An employee shall, upon request of the Employer, provide a satisfactory medical certificate as defined in g) above for a period of absences in excess of three (3) working days.
  - Employees shall continue to accrue seniority for all sick time including Long-Term Disability. It will be the employees' responsibility to notify the Employer on their return from a long-term disability in order to be credited with their seniority.

- i) Employees, who have no sick leave left in their banks, can use vacation credits to cover off sick absences. In all such instances, the employee will

provide their manager with a satisfactory medical certificate as previously defined.

- j) Full-time employees, who do not use their annual allotment of twelve (12) sick days, will receive an annual payout at fiscal year end (March 31st) of fifty percent (50%) of the remaining days in their sick leave banks up to a maximum of four (4) days.

Full-time reduced hour employees who do not use their annual allotment of ten (10) sick days, will receive an annual payout at fiscal year end (March 31st) of fifty percent (50%) of the remaining days in their sick leave banks up to a maximum of three (3) days.

#### 18.08 **Workplace Insurance**

- a) In the case of an accident, which will be compensated by the Workplace Safety & Insurance 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 Workplace Safety & Insurance Board.
  - iv) For full time: Seniority and service shall continue while on WSIB. 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 his/her elected duties, shall, upon written application to the Executive Director, be granted sufficient time on leave of absence to comply with his/her duties. Seniority shall not accumulate during such leave.

#### 18.10 **Elder Care**

Employees shall be entitled to leave of absence to provide elder/family care.

#### 18.11 **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 the above, provided that the employee:
- i) informs the organization through the employee's manager 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.

### **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 **only**.

plus six (6) floating holidays, five (5) floating holidays for clerical, one of which is designated as the employee's birthday.

It is understood that all employees will receive their full year's complement of float holidays, in advance, during the first pay period of April for that fiscal year. However, it is further understood, that float holidays are based on service. Therefore, should an employee take maternity leave or terminate prior to fiscal year-end, their final pay cheque will be adjusted for float holidays taken, but not earned.

Full-time, reduced hour staff members will receive nine (9) statutory holidays plus four (4) floats, one of which is designated as the employee's birthday.

Employees (with the exception of Adult Resource staff) may take statutory holidays anytime within the fiscal year once they have been earned and approved by their manager, and with two (2) weeks notice. They may also opt to be on the call-in list while on statutory holiday leave if a written request is provided to the manager in advance. They will then be called in before full-time overtime. The applicable manager will provide a response to the requests within three (3) working days.

- 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 manager or Executive Director.
- 19.06 To qualify for payment of Statutory Holidays, the employee must work the employee's regularly-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 six (6) 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 manager or Executive Director. The applicable manager will provide a response to the requests within three (3) working days.
- 19.08 The six (6) float holidays shall be taken at a time mutually agreed upon by the manager and the employee within the fiscal year. 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. The float holidays may be used to cover last minute emergencies or

unplanned events (i.e. car problems, bad weather conditions, etc.) even if overtime is required.

19.09 Statutory holidays taken during Christmas and New Year's 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 April 1<sup>st</sup> of the preceding year to March 31<sup>st</sup> 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 in accordance with credited service as set out below.

1. All Direct Care (RA, RAI, RPN, DSW, Adult Resource Staff) and Maintenance Staff (HP/Bus Drivers) will receive vacation as follows:

- a) Less than one (1) year of service (2,080 hours) - one week at 4% of gross earnings or .42 days per month.
- e) After one (1) year of service (2,080 hours) but less than three years' of service (6,240 hours) by March 31<sup>st</sup> - three weeks or 1.25 days per month.
- b) After three (3) years' of service (6,240 hours) but less than twelve (12) years' of service (24,960 hours) by March 31<sup>st</sup> - four (4) weeks or 1.67 days per month.
- f) After twelve (12) years' of service (24,960 hours) by March 31<sup>st</sup> - five (5) weeks or 2.08 days per month.
- g) After fifteen (15) years' of service (31,200 hours) by March 31<sup>st</sup> - six (6) weeks or 2.50 days per month;
- h) After twenty (20) years' of service (41,600 hours) by March 31<sup>st</sup> - seven (7) weeks or 2.92 days per month.

2. **Office & Clerical:**

- a) 0 - 5,460 hours seniority - two (2) weeks or .83 days per month.
- b) 5,461 - 10,920 hours seniority - three (3) weeks or 1.25 days per month.
- c) 10,921 - 21,839 hours seniority - four (4) weeks or 1.67 days per month.

- d) 21,840 - 27,299 hours seniority - five (5) weeks or 2.08 days per month.
  - e) 27,300 - 36,399 hours seniority - six (6) weeks or 2.50 days per month.
  - f) 36,400 hours + seniority - seven (7) weeks or 2.92 days per 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 credit 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 Director of Finance 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 manager.
- 20.06 All vacation periods will be arranged with the organization's Executive Director or his designates, with consideration being given to the employee's wishes and the needs of the Department.
- 20.07 Selection of vacation will be done by seniority within each particular community residence or job location, not based on seniority within the overall organization.
- a) Employees should submit requests for vacation time to be taken in the summer by April 30<sup>th</sup> in order for requests to be approved and coverage arranged. The applicable manager will respond to these requests no later than May 31st.
  - b) Vacation requests for the remainder of the year must be submitted two weeks' prior to the schedule being posted for that period for management approval. Any last-minute requests will not be approved if they cause overtime to be required.
  - c) Short-dated vacation requests will be granted based on date of request and availability as long as overtime is not required.
  - d) Staff members may opt to be listed, while on vacation, for any call-in shifts if the request is in writing to their manager. If they take a call-in shift, their

- e) vacation leave will be adjusted accordingly (i.e. they will get back the appropriate number of days in their vacation bank). Staff members will be called prior to full-time, overtime.
- 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.
- 20.09 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 rescheduled 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:**

The following Health & Welfare Benefits shall apply to a same sex partner.

### **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.

The Employer agrees to provide dependent life insurance as follows (100% employer paid): spousal coverage (\$5,000), dependent children coverage (\$5,000/dependent child).

### **21.02 Pension Plan**

The organization agrees to cost share a pension plan with full-time employees only on a 4% ER: 4% EE cost-shared basis. The Employer agrees that the Union can seek alternative pension plan options on behalf of the membership.

**21.03 Extended Health Care Plan**

The organization agrees to contribute on behalf of each eligible employee covered by this Collective Agreement, seventy-five percent (75%) of the present Employer paid, of the billed premium under the Maritime 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 enrollment, 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 enroll, as a condition of employment, unless covered for equivalent benefits through their spouse's place of employment.

**21.03 EHCP (Visioncare)**

The vision care portion of the Extended HealthCare Plan provides for a maximum of four hundred dollars (\$400.00) every two (2) years, 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.

The Employer agrees that employees will be able to process their own claims for health care and dental expenses to the insurance carrier. It is understood that the management of Plainfield Community Homes will no longer be responsible for troubleshooting claims and assisting with the processing of employee claims.

**21.04 Dental Plan**

The organization agrees to contribute on behalf of each eligible employee covered by this Collective Agreement, one hundred percent (100%), Employer paid, of the billed premium under the Maritime 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.

All eligible employees shall be required to enroll, 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 enroll employees in a Long-Term Disability Plan providing benefits equal to 66 2/3% of salary (maximum \$5,000 per month) which benefits will be payable on the

first day of the eighteenth (18<sup>th</sup>) 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 Employer will provide a confidential Employee Assistance Program available to all employees and their dependents.
- 21.07 The benefits provided in Article 21.01, 21.02, 21.03, 21.04, 21.05, 21.06 and 21.07 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.
- 21.08 The Employer shall provide to each person a copy of the current information booklet for those benefits provided under this Article. The Employer will notify the Union if it intends to change insurance carriers.

## **ARTICLE 22 - CONTRACTING OUT AND TECHNOLOGICAL CHANGE:**

- 22.01 Managers, 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.
- 22.03 Should a full-time reduced or part-time employee work full-time hours for a period of twelve (12) consecutive weeks and such employee is not replacing a sick leave, pregnancy/parental leave or a leave of absence, then such position will be posted as a full-time position.

## **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, 1990, amended in 1992.

## **ARTICLE 24 - UNIFORM ALLOWANCE:**

24.01 Support Services Staff will receive a uniform allowance of one-hundred-and-fifty dollars (\$150.00) per year to cover the cost of clothing.

## **ARTICLE 25 - GENERAL**

### **25.01 (L.C.'s) Staffing Requirements**

The parties have agreed that there will be two (2) additional F.T.R. positions at Leuty House to meet the staffing complement required to support (L.C.). These positions will be reviewed with the Union if any changes occur with the funding or circumstances surrounding (L.C.'s) case.

The parties further agree that when (L.C.'s) not in Leuty House, any scheduled hours over sixteen (16) per F.T.R. week will be assigned by seniority on a rotation basis.

25.02 The Union and the Employer hereby agree that as long as there are eight (8) residents at Belanger House, there will be three (3) full-time, reduced positions. If the number of people living at this house falls below eight (8) the number of F.T.R.'s will revert to no more than maximum F.T.R.'s allowed as per article 17.14.

25.03 The Union and the Employer hereby agree that if a staff member has to seek respite in a shelter, the following procedure will be followed:

- \* The staff will notify the office (personnel administration) of the situation
- \* The work area will be notified that the staff will not be at work
- \* The absent period will not be counted as absent days or refusal of shifts
- \* The staff will have one (1) week leave from work to arrange legal counsel
- \* Seniority will be adjusted upon written notification to personnel administration

25.04 The Employer agrees to revise the Support Services job description.

25.05 The parties agree to strike a Focus Group of equal representation of Union and Management to review the call-in procedure. Following this process and once a process and document have been agreed to, the Executive Director and the Union Representative will meet to review this document to ensure that it is in compliance with the Collective Agreement and to incorporate it as a Letter of Understanding.

25.06 It is not the intention of the Employer to decrease services or staff as a result of this negotiated settlement.

**ARTICLE 26 - PRINTING OF CONTRACT**

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

**ARTICLE 27 - PAY PROCEDURES AND PAY DAYS**

27.01 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.

27.02 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.

27.03 Retroactivity shall be calculated on the basis of hours paid. Retroactivity will be paid on a separate cheque.

**ARTICLE 28 - DURATION AND TERMINATION:**

28.01 This Agreement shall continue in effect until March 31, 2005, 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 Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**FOR THE UNION**

**FOR THE EMPLOYER**

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**APPENDIX "A"**  
**Job Classifications & Rates of Pay**

<b>Job Class</b>	<b>Effective Date</b>	<b>6 Mos. Start</b>	<b>12 Mos. 1040 hrs.</b>	<b>18 Mos. 2080 hrs.</b>	<b>3120 hrs.</b>
<b>Residential Assistants</b>	<b>Apr 1/02</b>	<b>\$13.04</b>	<b>\$13.35</b>	<b>\$13.57</b>	<b>\$13.81</b>
	<b>Apr 1/03</b>	<b>13.37</b>	<b>13.68</b>	<b>13.91</b>	<b>14.16</b>
	<b>Apr 1/04</b>	<b>13.64</b>	<b>13.95</b>	<b>14.19</b>	<b>14.44</b>
	<b>(wage Adj)</b>				
<b>Residential Assistants II</b>	<b>Apr 1/02</b>	<b>\$15.54</b>	<b>\$15.72</b>	<b>\$16.16</b>	<b>\$16.45</b>
	<b>Apr 1/02</b>	<b>16.01</b>	<b>16.19</b>	<b>16.64</b>	<b>16.94</b>
	<b>Apr 1/03</b>	<b>16.41</b>	<b>16.59</b>	<b>17.06</b>	<b>17.36</b>
	<b>Apr 1/04</b>	<b>16.74</b>	<b>16.92</b>	<b>17.40</b>	<b>17.71</b>
<b>DSW/RPN</b>	<b>Apr 1/02</b>	<b>\$17.05</b>	<b>\$17.15</b>	<b>\$17.28</b>	<b>\$17.41</b>
	<b>Apr 1/03</b>	<b>17.48</b>	<b>17.58</b>	<b>17.71</b>	<b>17.85</b>
	<b>Apr 1/04</b>	<b>17.83</b>	<b>17.93</b>	<b>18.06</b>	<b>18.21</b>
	<b>(wage adj)</b>				
<b>Support Services Worker</b>	<b>Apr 1/02</b>	<b>\$15.15</b>	<b>\$15.33</b>	<b>\$15.48</b>	<b>\$15.68</b>
	<b>Apr 1/02</b>	<b>15.60</b>	<b>15.79</b>	<b>15.94</b>	<b>16.15</b>
	<b>Apr 1/03</b>	<b>15.99</b>	<b>16.18</b>	<b>16.34</b>	<b>16.55</b>
	<b>Apr 1/04</b>	<b>16.31</b>	<b>16.50</b>	<b>16.67</b>	<b>16.88</b>
	<b>(wage adj)</b>				
<b>Clerk/Typist/ Receptionist</b>	<b>Apr 1/02</b>	<b>\$15.15</b>	<b>\$15.33</b>	<b>\$15.48</b>	<b>\$15.68</b>
	<b>Apr 1/02</b>	<b>15.60</b>	<b>15.79</b>	<b>15.94</b>	<b>16.15</b>
	<b>Apr 1/03</b>	<b>15.99</b>	<b>16.18</b>	<b>16.34</b>	<b>16.55</b>
	<b>Apr 1/04</b>	<b>16.31</b>	<b>16.50</b>	<b>16.67</b>	<b>16.88</b>
<b>Bus Driver</b>	<b>Apr 1/02</b>	<b>10.82</b>	<b>11.00</b>	<b>11.15</b>	<b>11.36</b>
	<b>Apr 1/03</b>	<b>11.09</b>	<b>11.28</b>	<b>11.43</b>	<b>11.64</b>
	<b>Apr 1/04</b>	<b>11.31</b>	<b>11.51</b>	<b>11.66</b>	<b>11.87</b>

**NOTE:** The parties agree to a 3.0% increase in Year 1 (April 1, 2002 - March 31, 2003).  
The parties agree to a 2.5% increase in Year 2 (April 1, 2003 - March 31, 2004).  
The parties agree to a 2.0% increase in Year 3 (April 1, 2004 - March 31, 2005).

The Employer will disclose any further funding for purposes of revitalization. It is understood that any revitalization monies that exceed the 2% wage increase will be equitably distributed amongst Plainfield staff.

**SCHEDULE "A"**

**JOB DESCRIPTIONS & MALPRACTICE INSURANCE**

**1. Job Descriptions**

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

**2. Insurance**

The Employer shall provide malpractice insurance for all direct care staff (RAI, RAII and DSW staff members).

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

**SIGNED AND DATED** at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**FOR THE UNION**

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**FOR THE EMPLOYER**

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**APPENDIX "B"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**PLAINFIELD COMMUNITY HOMES**

**(HEREINAFTER CALLED THE "EMPLOYER")**

**AND**

**SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 183**

**(HEREINAFTER CALLED THE "UNION")**

**RE: BUS DRIVER**

The Union and the Employer hereby agree that according to the Collective Agreement, split shifts are not allowed.

On a one time only basis without prejudice or precedent, a new classification will be opened.

Classification: Bus Driver

Hours of Work: 2.5 a.m. and 2.5 [p.m.

Stipend: \$10.00 per day

Snow days: (Bus Cancellation) to be paid

Vehicle breakdown: Accommodations will be made so no loss of pay will occur - schedule will be tied directly to the adult resource operating schedule.

This classification includes all part-time benefits as per collective agreement. The duties are bus driver only and will not infringe on handy person/bus driver classification.

**SIGNED AND DATED** at Belleville, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2003.

**FOR THE UNION**

**FOR THE EMPLOYER**

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**SCHEDULE "C"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 183**

**(hereinafter called the "Union")**

**AND**

**PLAINFIELD COMMUNITY HOMES**

**(hereinafter called the "Employer")**

The Union and the Employer hereby agree that if a staff member has to seek respite in a shelter, the following procedure will be followed:

- The staff will notify the office (personnel administration) of the situation
- The work area will be notified that the staff will not be at work
- The absent period will not be counted as absent days or refusal of shifts
- The staff will have one (1) week leave from work to arrange legal counsel
- Seniority will be adjusted upon written notification to personnel administration

**Signed and dated at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2003**

**FOR THE EMPLOYER**

**FOR THE UNION**

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**SCHEDULE "D"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**PLAINFIELD COMMUNITY HOMES**  
**(hereinafter called the "Employer")**

**AND**

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

The Employer has introduced a dispensing fee cap on its health care plan of \$7.00/prescription to become effective February 1, 2003. The Employer agrees that, should the majority of dispensing pharmacies raise their dispensing fees above the \$7.00 ceiling in place on the health care plan, they will review this matter and adjust the ceiling so that it meets the majority rate across all dispensing pharmacies in the area.

**Signed and dated at Belleville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2003.**

**FOR THE EMPLOYER**

**FOR THE UNION**

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**SCHEDULE "E"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**PLAINFIELD COMMUNITY HOMES  
(hereinafter called the "Employer")**

**and**

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

The Employer and the Union agree that Article 17.15 (h) shall be deemed "null and void" from the date of signing of this "Letter of Understanding" and shall remain such until the expiration of the current Collective Agreement. At that time, it will be officially removed from the text of the Collective Agreement.

Issues relating to Article 17.15 (h) will henceforth be dealt with through the "Call-In Committee" and the published "Call-In" Procedure developed and revised by the Committee.

**SIGNED AND DATED at Belleville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2003**

**FOR THE EMPLOYER**

**FOR THE UNION**

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