

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**BURLINGTON ASSOCIATION FOR THE INTELLECTUALLY HANDICAPPED**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 532**  
**Affiliated with S.E.I.U., A.F.L., C.I.O., C.L.C.**

**EFFECTIVE: APRIL 1, 2001**

**EXPIRES: MARCH 31, 2003**

**THIS AGREEMENT, made and entered into between  
BURLINGTON ASSOCIATION FOR THE INTELLECTUALLY HANDICAPPED  
(Hereinafter called the "Employer")**

**OF THE FIRST PART;**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 532**

**Affiliated with S.E.I.U., A.F.L., C.O.I., C.L.C.  
(Hereinafter called the "Union")**

**OF THE SECOND PART**

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish in this Agreement, an orderly collective bargaining relationship between the Employer and the employees concerned and to provide the machinery for the prompt and equitable disposition of grievances.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees of the Burlington Association for the Intellectually Handicapped, save and except managers, persons above the rank of managers and administration staff.

2.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which would conflict with any of the provisions of this Agreement.

2.03 Nothing in this Agreement shall preclude the involvement of families and friends, the use of volunteers, students, or persons with an intellectual handicap on a vocational job placement or in other service areas in the performance of any work. Neither will be used to replace a bargaining unit employee or to reduce their regular hours of work.

2.04 This Agreement shall not be applicable to any employee hired by the Employer under any special government grant for extra enrichment or training programs.

2.05 People with an intellectual handicap who are receiving services from the Association are expressly excluded from this collective agreement. It is understood that clients of services participating in training programs will not result in a reduction in union positions.

2.06 Persons employed for a definite term or non-repetitive task provided that the term or task is no longer than 6 months are also excluded from this collective agreement.

## **ARTICLE 3 - NO DISCRIMINATION**

3.01 Each of the parties agree that there will be no discrimination as outlined in the Labour Relations Act.

## **ARTICLE 4 - NO STRIKES OR LOCK-OUTS**

4.01 In view of the orderly procedures established by the Agreement for the settling of disputes and the handling of Grievances, the Union agrees that during the lifetime of this Agreement there will be no strike, or other concerted activity, picketing, slowdown, either complete or partial, the Employer agrees that there will be no lock-out.

4.02 The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an expressed provision of this Agreement.

- (a) To determine and establish standards and procedures of the care, welfare, safety and comfort of the clients,

- (b) To maintain order, discipline, efficiency and in connection therewith, to establish, alter and enforce reasonable rules and regulations,

- (c) To hire; and to provide that a grievance may be filed that the action is in breach of the Agreement; to transfer, lay-off, retire, recall, promote, demote, classify, assign duties; and discharge, suspend or otherwise discipline employees for just cause, provided that a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d) To have the right to plan, direct and control the work of the employees and the operations of the Association;
- (e) The intent of the Employer during the scheduling of employees is to ensure continuity care, staff/resident familiarity and efficient operation of the Association.

This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules and the increase or the reduction of personnel in any particular area on the whole.

#### **ARTICLE 6 - UNION SECURITY**

6.01 The Employer agrees to deduct from the first pay in each month from each employee who is in the bargaining unit, as a condition of employment, an amount equal to the regular monthly Union dues as certified by the Union during the term of this Agreement, with such dues deduction for a new employee to start with the first dues deduction payroll following thirty (30) days from the date of hire of such employee.

6.02 Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the 25th day of each month. The Union agrees to keep the Employer harmless and indemnified from any claims against it by an employee, which arises out of any deduction under this Article.

6.03 It is mutually agreed that a recognized Union representative shall be given the opportunity of interviewing each new employee for a 15 minute period once upon the completion of their probationary period for the purpose of informing such employee of the existence of the Union in the Association and presenting such employee with a copy of the Collective Agreement.

6.04 The Employer shall indicate on the Check-Off List each month the names of the persons to be interviewed. The interview shall take place on the Employer's premises in a room designated by the Employer.

6.05 The address of each employee in the bargaining unit from who pay Union dues are being deducted shall be given on the first Check-Off list of Union dues under this Agreement.

6.06 The name of each employee in the Bargaining Unit who has terminated his employment shall be shown as such on the next Check-Off List only immediately following such termination.

#### **ARTICLE 7 - NO CONTRACTING OUT**

7.01 The Employer shall not contract out any bargaining unit work if it results in the lay-off or a reduction in hours of the bargaining unit employees.

#### **ARTICLE 8 - UNION COMMITTEE AND STEWARDS**

8.01 The Employer agrees to recognize:

- (a) A Negotiating Committee consisting of three (3) employees, one of who shall be the Chief Steward elected or otherwise selected by the Union. The Union will make every effort to have one part time employee and to have representation from Residential and Day Services;
- (b) A Union Administrative Committee consisting of ten (10) Stewards elected or otherwise selected by the Union, one of who will hold the office of Chief Steward. The Stewards will



represent the following service areas:

Full Time Support Workers	6
Part Time Support Workers	4

8.02 All members of the Committee and the Stewards shall be regular employees of the Employer who have completed their probationary period.

8.03 The Employer shall be advised of the names of members of the Committees and Stewards and shall be notified of any changes from time to time. The Employer shall only recognize Stewards once the Employer has been formally informed by the Union.

8.04 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible, all activities of the Committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

8.05 The members of the Union Administrative Committee will be paid by the Employer for time used during normal scheduled working hours in the servicing of a grievance, excluding any time at grievance arbitration proceedings.

8.06 A Union representative will be allowed to leave their regular duties to investigate a dispute, service a grievance or attend a meeting where disciplinary action will occur within the Association premises subject to fulfilling the following obligations:

- (a) they will request permission to leave his/her duties from their immediate manager; or the On-call Manager in the absence of their immediate supervisor;
- (b) the estimated duration of time they will be away from their duties.

8.07 The members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of any Agreement, including Conciliation proceedings, but excluding any Arbitration proceedings.

## **ARTICLE 9 - COMPLAINTS AND GRIEVANCES**

9.01 Any employee who believes they have a justifiable Complaint or Grievance shall first discuss the Complaint or Grievance with their manager in the presence, if desired, of their Steward. If a satisfactory resolution of the discussion is not reached and a Grievance is to be processed, then the following steps shall be taken:

9.01 (a) If the grievance is in relation to a situation involving a manager other than the employee's manager, then the second manager will be involved in these discussions to attempt to resolve the matter at this level.

### **Step Number 1**

An employee having a question or complaint shall refer it to the Manager within five (5) days of the actual occurrence leading to the question or complaint. The Manager shall reply to the employee, giving the answer to the complaint or question within five (5) days from the date of submission.

### **9.02 Step Number 2**

If further action is then to be taken, then within five (5) days after the written decision is given at Step Number 1, the employee, who may request the assistance of their Steward, shall submit the Grievance in writing to the Executive Director. A meeting will then be held between the Executive Director and the employee within five (5) days of the date the Grievance is received by the Executive Director. It is understood that at such a meeting the Executive Director may have counsel and assistance as desired and

that the employee may have their Steward and that the Business Agent of the Union or an International Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Executive Director shall be given in writing within five (5) days following the meeting.

9.03

**Arbitration**

- (a) Should the Executive Director fail to render their decision as required in Step Number 2 or failing settlement of any Grievance under the foregoing procedure arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitratable, the Grievance may be referred to Arbitration by either the Employer or the Union, provided it is done within ten (10) days of the Executive Director's decision or the end of the time when it should have been rendered. The notice shall name the first party's nominee to the Board of Arbitration. The recipient of the Notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third (3rd) person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Labour Management Arbitration Commission of the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration. The said two arbitrators first appointed shall be at liberty prior to the appointment of the third arbitrator within the said period of ten (10) days to discuss the Grievance submitted to them with a view to mutual settlement.
- (b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle this particular Grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own arbitrator and one-half (1/2) of the expenses and fees of the Chairman. No costs of any arbitration shall be awarded to or against any party.
- (d) The Union will be responsible to pay all wages of employees subpoenaed by the Union who have been scheduled to work.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern.

9.04 All agreements reached under the Grievances and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union, and the employee(s) involved.

9.05 Any Grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another Grievance.

9.06 At any stage of the Grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the service area to view any working conditions which may be relevant to the settlement of the Grievance at a reasonable time and so as not to interfere with the function of the service area.

9.07 Any of the time allowance above may be extended by mutual agreement of the parties.

**ARTICLE 10 - DISCIPLINE AND DISCHARGE GRIEVANCE**

10.01 In the event of an employee who has attained seniority being discharged from employment, and the employee claims that they have been discharged without just cause, the case may be taken up as a Grievance.

10.02 If a written statement of such Grievance is lodged with the Executive Director within five (5) days after the employee is notified of their discipline or discharge or within five (5) days after the employee ceases to work for the Employer, whichever is the earliest, all steps of the Grievance procedure prior to Step Number 2 may be omitted in such cases. In such a Grievance the Executive Director shall render their decision within five (5) days of the lodging of the Grievance.

10.03 Such special Grievances 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 the Board of Arbitration, as the case may be.

10.04 The Employer recognizes that discipline is a process of changing an employee's performance and will be handled in a formal process with the employee and a union representative, if desired by the employee. The disciplinary process will consist of the following guidelines:

- a) Employer will notify the employee that a disciplinary meeting is necessary and advise the employee that they are entitled to have a steward or union representative present.
- b) The purpose of the meeting will be discussed with the employee during this notification.
- c) The meeting will be held with the manager, employee and steward or union representative as selected by the employee, if desired by the employee.
- d) The disciplinary meeting will be documented by the manager with a written position of the Employer stating the reason for the discipline, the corrective action required and the discipline to the employee.
- e) A copy of this will be forwarded to the steward and the Union office.
- f) It is understood that discipline is not part of the regular performance appraisal system between the employee and the manager and will not be discussed during this time.

## **ARTICLE 11 - EMPLOYER AND UNION GRIEVANCES**

11.01 The Employer may institute a Grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement) in writing at Step Number 2 of the Grievance procedure, by forwarding a written statement of said Grievance to the Business Agent of the Local Union, provided it is presented within ten (10) days after the circumstances giving rise to the Grievance have originated or occurred. The Business Agent of the Local Union shall give their decision in writing five (5) days after receiving the written Grievance, and failing settlement; the Grievance may be referred to Arbitration by the Employer in accordance with Article 9.03 of the Grievance procedure.

11.02 The Union may institute a Policy Grievance concerning all employees in the bargaining unit and consisting of a general misinterpretation or violation of this Agreement by the Employer in writing at Step Number 2 of the Grievance procedure by forwarding a written statement of said Grievance to the Employer, provided it is presented within ten (10) days after the circumstances giving rise to the Grievance have originated or occurred; the Employer shall give their decision in writing five (5) days after receiving the written Grievance, and, failing settlement, the Grievance may be referred to arbitration by the Union in accordance with Section 9.03 of the grievance procedure.

## **ARTICLE 12 - SENIORITY**

12.01 A new employee shall be known as a probationary employee until: a) full time employee has worked three (3) months without a break in service and b) part time employee has worked 300 hours or three (3) months, whichever comes first. It is agreed that the dismissal or lay-off of a probationary employee is in the sole discretion of the Employer and shall not be subject to a Grievance.

12.02 It is expressly understood that the extension of the probationary period will be subject to mutual agreement between the Association and the Union. Extensions will not exceed three (3) months and

are also not subject to the Grievance procedure.

12.03(a) The seniority of a full time employee, who has completed the probationary period, shall date to the start of employment.

12.03(b) The seniority of a part time employee, who has completed the probationary period, shall date to the hours worked during their probationary period.

12.04 Promotions other than those considered by the Employer to be of a temporary nature, as outlined in Article 13.09, demotions, lay-offs, and recalls shall be based on the following factors:

- (a) seniority;
- (b) the qualifications, experience, ability, knowledge, attitude, ability to relate to the consumer groups, ability to work towards the goals and objectives of the consumer's individual program plan, and training of the individual to do the job.

When in the judgement of the Employer, which shall not be exercised in an unfairly discriminating manner, the qualifications in factor (b) are relatively equal as between two or more employees, seniority shall govern.

12.05 This Article and Job Postings Requirements shall not apply to a transfer within a classification; however, the Employer will consider the request of an employee for a transfer within their classification prior to a vacancy being filled.

12.06 Any question having to do with the observance or non-observance of seniority may be the subject of a Grievance and dealt with under the Grievance procedure including the Arbitration provisions.

### **ARTICLE 13 - JOB POSTINGS**

13.01 In the event that additional vacancies occur by the filling of a job posting, the effective date of promotion will not occur until such time as all vacancies created by an initial job posting have been filled unless otherwise required to ensure the efficient operation of the Association.

13.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as it sees fit. Temporary is defined, for this clause only, as 60 calendar days from the first day that the position is filled on a temporary nature.

13.03 It is understood that internal applicants will be given preference prior to the Employer considering outside applicants for vacant positions.

13.04 It is understood that internal applicants will be considered those who have completed their probationary period plus an additional six (6) months of employment. If an employee successfully bids for a job hereunder they will not be eligible for a new posted job for a period of six (6) months unless mutually agreed upon in writing by the parties. It is understood that this six- (6) month provision does not apply to part-time employees who bid for vacancies that would increase the employee's hours of work.

13.05 All applications received by Human Resources will be considered by 12:00 noon on the seventh (7) calendar day of the end of the posting procedure. In the event one or more employees apply, the Employer will make a decision all in accordance with Section 13.04 of this Agreement. If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

13.06 The Employer will discuss with the unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy, if requested by the employee.

13.07 This section applies only to an employee who is promoted as a result of a job posting.

If during the first 4 consecutively worked weeks following such promotion, the employee is unable to meet the requirements of the job to which they were promoted in the judgement of the Employer, or in the judgement of the employee, the employee shall revert to their former position and rate of pay subject to the other provisions relating to seniority, lay-off and recall. Furthermore, other employees who have been affected as a result of the aforesaid rearrangement of jobs, shall also be returned to their former job and rate without loss of interruption of seniority, and subject to the other provisions relating to seniority, lay-off and recall.

13.08 For the purposes of this Article, service areas shall be Residential and Day Services.

13.09 A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed 60 calendar days. The length of time of the temporary vacancy to fill the vacancy will be equivalent to the length of time the vacancy is created by an employee's absence for these leaves.

Employees working less than 40 hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 12.04.

The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

Upon the return of the employee from their absence, they shall have the right to return to their former position.

In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s).

In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period.

Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to 60 calendar days duration, as the Employer may deem appropriate.

13.10 Employees in a temporary vacancy will also receive:

- a) vacation entitlement as outlined in Article 36.15, to be paid each pay period.
- b) paid holidays that occur during the period of the contract, excluding Floater Holidays.
- c) all group benefits to accrue while on a temporary vacancy that is at least three months in duration.

13.11 All changes to the work site of Full time Support Workers will be considered transfers and will be based upon seniority.

#### **ARTICLE 14 - SENIORITY LISTS**

14.01 The Employer shall post in the Union Binder and supply the Union with a set of Seniority Lists by classification on January 15th and July 15th of each year, showing the employee's names alphabetically and their seniority dates. The Union may request and will be given any information to bring these lists up to date at any reasonable time.

14.02 When compiling a Seniority List in January and July of each year, the Employer shall calculate the seniority of full-time employees by calendar year or part thereof. Part-time employees, regularly scheduled to work 20 hours per week or less, shall be calculated by hours worked.

14.03           It is understood that for the purpose of calculating seniority for part-time employees, 2080 hours will equal 1 year of service in any 12-month period.

14.04           Full-time employees will carry their seniority of 2080 hours equal to 1 year of service upon transfer to and from part-time status.

## **ARTICLE 15 - LOSS OF SENIORITY**

15.01 Seniority status once acquired, and employment, will be lost for any of the following reasons:

- (a) voluntary resignations, or retires by 65;
- (b) discharge for just cause, and the discharge is not reversed through the Grievance procedure;
- (c) lay-off in excess of thirty-six (36) months;
- (d) absence occasioned by illness, WSIB, or accident exceeding thirty-six (36) months;
- (e) absence for three (3) consecutive working days without notifying the Employer, unless a reason satisfactory to the Employer is given, in which case such employee shall be deemed to have quit the employ of the Employer without notice except in extenuating circumstances;
- (f) failure to notify the Employer of intention to return to work within forty-eight (48) hours of being notified of recall by registered mail or failure to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the employee's most recent address on their employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Employer informed of his current address.

15.02 It is the responsibility of the employee to keep the Employer designated as Human Resources for this clause only informed of their current address and telephone number. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

15.03 When a full time employee resigns from his/her position, the letter of resignation must indicate his/her desire to continue as a part-time employee to retain employment status in this new classification. Otherwise the employee has deemed to resign from her position. To retain employment status as a part time employee such a vacancy must be available within three calendar months from the date of the resignation. The intent of this is for the Employer to not reasonably withhold the opportunity for a full time employee to change their employment status to a part time employee.

## **ARTICLE 16 - LAY OFF**

16.01 In the event of a lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

16.02 An Employee who is subject to lay-off shall have the right to either:

- i) accept the lay-off; or
- ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as



defined in this article; a laid-off employee will have the right to displace an employee with lesser seniority who is the least senior employee in a classification. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Employer within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

#### 16.03 Recall Rights

An employee recalled to work in a different classification from which they were laid off or transferred to a different classification instead of being laid off, shall have the right to return to the position they held prior to the lay off or transfer should it become available within six months of being recalled or the transfer took place.

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law 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. In determining the ability and qualifications as required by law, as agreed between the parties, of an employee to perform the work for the purpose of the paragraph above, the Employer shall not act in an arbitrary manner.
- b) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled.
- c) 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.
- d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and 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.
- e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- f) A laid-off employee shall retain the rights of recall for a period of thirty-six (36) months.

#### 16.04 Benefits on Lay-Off

In the event of a lay-off, provided the employee deposits with the Employer the employee's share of insured benefits for the succeeding month (save for weekly indemnity for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

### **ARTICLE 17 - RECLASSIFICATION/PROMOTIONS**

### 17.01 Promotions

A promotion results when an employee is successful in the following job classification changes:

from	to
Part time Support Worker	Full time Support Worker Full time Night Support Worker
Full time Night Support Worker	Full time Support Worker

### 17.02 Permanent Reclassification

If an employee is reclassified to a lower job group, the employee will receive the corresponding rate for that job group.

### 17.03 Temporary Reclassification

If an employee is temporarily reclassified to a higher rated job, he shall receive the next higher rate for the new job for the time he is transferred.

## **ARTICLE 18 - LEAVE OF ABSENCE**

18.01 The Employer may grant or refuse a request for a Leave of Absence for up to one year without pay for extenuating personal reasons, provided that the Employer receives at least seven (7) weeks notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the service area. Applicants when applying must indicate the date of departure and specify the date of return. The Employer will respond in writing to LOA request within 14 calendar days.

18.01(a) It is understood that leave of absence will not be requested as an attempt to take time off as unpaid holiday, except in extenuating circumstances.

18.02 If Leave of Absence is granted, the employee shall be advised in writing with copy to the Union.

18.03 Employees who are on Leave of Absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, he will be deemed to have quit and forfeit all seniority rights and privileges contained in this Agreement, unless otherwise agreed by the Union and the Employer.

18.04 An employee who has been granted a Leave of Absence of any kind, and who overstays their leave, unless they obtain permission or provide a satisfactory explanation, shall be considered to have terminated their employment without notice.

18.05 When a leave of absence of up to 12 months has been approved, the employer will reinstate the employee to the same work location.

## **ARTICLE 19 - LEAVE OF ABSENCE RULES**

19.01 Where the Leave of Absence without pay exceeds sixty (60) days:

- (a) The Employer shall pay its share of any and all Health and Welfare benefits for the first

sixty- (60) days.

- (b) If the Leave of Absence exceeds sixty (60) days, except as provided in subsection 39.05, benefits coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period in excess of the sixty (60) days Leave of Absence.

19.02 If the Leave of Absence exceeds sixty (60) days, the employee shall not accumulate further vacation or sick leave credits but shall continue to accumulate seniority to a maximum of one (1) year.

## **ARTICLE 20 - LEAVE OF ABSENCE FOR PREGNANCY LEAVE**

20.01 Such leave is not an illness under the interpretation of this Agreement and credits of the Accumulated Sick Leave Plan cannot be used.

20.02 The Employer may require an employee to commence a Pregnancy Leave of Absence at such time as the duties of her position cannot be reasonably performed by the employee or the performance of her work is materially affected by the pregnancy.

20.03 An employee who is on pregnancy leave and who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the estimated date of delivery shall be entitled upon her application therefore to a Leave of Absence of at least seventeen (17) weeks from her employment or such shorter Leave of Absence as the employee may request immediately preceding the estimated date of her delivery.

20.04 Maternity Leave can start any time during the 17 weeks before the baby is due. 17 weeks is the maximum maternity leave that the employee is entitled to.

20.05 The employee shall give the Employer four (4) weeks notice, whenever possible, in writing of the day upon which she intends to commence her Leave of Absence and furnish the Employer with the Certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

20.06 Subject to section 20.07 hereunder, an employee may, with the consent of the Employer, shorten the duration of the requested Leave of Absence.

20.07 An employee may shorten the duration of the seventeen (17) week period mentioned in section 20.04 upon giving the Employer, as soon as possible, but not less than one (1) week's notice and furnishing the Employer with the Certificate of a legally qualified medical examiner stating that she is able to resume her work.

20.08 An employee who intends to resume her employment on the expiration of a Pregnancy Leave of Absence shall so advise the Employer and on return to her work shall be reinstated in her position or provided with work of a comparable nature at not less than her wages at the time her Leave of Absence began, or if it is higher, at the rate the employee would be earning if she had worked through the Leave and without loss of seniority or benefits. In addition, she will accumulate a further seventeen (17) weeks and/or the length of her Leave of Absence whichever is shorter, in seniority.

## **ARTICLE 21 - PARENTAL LEAVE**

21.01 Such leave is not an illness under the interpretation of this Agreement and credits of the Accumulated Sick Leave Plan cannot be used.

21.02 (a) An employee may request a parental leave of absence of up to a maximum of thirty-five (35) weeks, thirty-seven (37) weeks if not on maternity leave upon presentation of a medical practitioner's confirmation of childbirth or adoption placement certificate.

21.02 (b) The request for the leave is to be provided to the Employer at least seven (7) weeks prior to the day upon which the employee intends to start the leave.

21.03 Where both parents are employees, only one parent may request the thirty-five (35) week leave, or both parents may share the thirty-five (35) week leave between them.

21.04 An employee who intends to resume employment on the expiration of a Parental Leave of Absence shall so advise the Employer and will endeavour to reinstate the employee to the position they held prior to the Leave of Absence or provide work of a comparable nature at not less than the wages at the time

the Leave of Absence began, or if it is higher, at the rate the employee would be earning if they had worked through the Leave and without loss of seniority or benefits. In addition, they will accumulate a further thirty-five (35) weeks, thirty-seven (37) in not on maternity leave and/or the length of the Leave of Absence whichever is shorter, in seniority.

## **ARTICLE 22 - PAID EDUCATIONAL LEAVE**

22.01 Whenever required by the Employer in writing, the employee shall be granted a leave of absence with pay to the extent that they shall not lose any income in taking required courses. (This contemplates the possibility of some rescheduling of hours of work). During such leave of absence, seniority shall accumulate as if the employee has worked. Tuition for such course will be paid by the Employer upon successful completion. A leave of absence without pay shall be granted to an employee where such course is required by an applicable legislation.

22.02 If the employer pays for course material or books directly related to the course, the employee will forward such materials or books to the Employer after the completion of the course.

## **ARTICLE 23 - LEAVE OF ABSENCE FOR UNION BUSINESS**

23.01 The Employer shall grant Leaves of Absence to employees to attend Union Conventions, Seminars, Education classes or other Union business. The Union agrees that in making requests for Leave of Absence that it not unduly affect the proper operations of the service area.

23.02 Leave of Absence will be granted in accordance with the following conditions:

- (a) The Union President and/or Acting Representative, will request Leave of Absence as soon as possible, but no later than one week in advance.
- (b) In emergency conditions that are under one week, advance notice will be mutually agreed upon by both parties to grant a Leave of Absence.

## **ARTICLE 24 - JURY AND WITNESS DUTY**

24.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties in the service area, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that they will be required to attend at Court;
- (b) presents proof of service requiring the employee's attendance and;
- (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

## **ARTICLE 25- BEREAVEMENT LEAVE**

25.01 A full time or part time employee who has completed their probationary period who suffers the loss of an immediate relative, or a significant individual, shall be granted up to four (4) consecutive working days to a maximum of 32 hours bereavement without loss in wages, in order to attend the funeral, to travel to and from the place of the funeral and/or to make the funeral arrangements under the following conditions:

- (a) Only such time as is required to fulfil the above obligations on work days, which the employee would otherwise have been scheduled to work shall be paid for;

- (b) The Employer recognizes that Bereavement Leave may be required for an employee when the employee suffers the loss of a significant individual, as defined by the employees and discussed with the Employer.
- (c) An employee will not be eligible to receive payment under the terms of this Article for any period in which he/she is receiving payment for sick time, statutory holidays or WSIB.
- (d) An employee who has completed the probationary period who is required to attend a funeral during their vacation due to the death of a relative as specified above, shall have their vacation period extended by up to four-(4) working days, provided they notify their manager sufficiently in advance to allow for suitable substitute arrangements to be made, if necessary.
- (e) In the event an employee cannot attend a funeral because of distance to be travelled, etc. they will be allowed up to two (2) days off with pay.
- (f) If the employee was on a regularly scheduled day off work during the bereavement leave, this day off is considered one of the days of the leave.
- (g) Given the nature of the work involved bereavement leave is not to be used by an employee when the significant individual is the client of services and not a member of the employee's family. It is understood that an employee may request the use of other accrued time and that the Employer will take reasonable measures to approve such requests outside of the normal scheduling practices.

## **ARTICLE 26 - HOURS OF WORK**

26.01 The following section is intended to define the normal hours of work for full time employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

26.02 The recognized workday shall consist of eight (8) hours inclusive of meal periods.

### **26.03 Shift Premiums**

- (a) For all hours worked as part of an afternoon shift which begins on or after 3:00 p.m. the following shift premium will be paid:

Thirty-five (35) cents per hour

- (b) For all hours worked as part of a night shift which begins on or after 12:00 a.m. the following shift premium will be paid:

Thirty-five (35) cents per hour

26.04 Shift premium will be paid for those hours worked from 3:00 p.m. to 8:00 a.m. The hours are recognized as the normal afternoon and night shifts.

26.05 There may be circumstances that are beyond the employee's control that result in the full time, part time and casual employee not able to report to work. These situations include weather conditions, transportation problems, etc. During these situations employees will not receive their regular pay for the missed hours of work. Employees may request the payment of an equivalent amount of earned lieu time, float days, or accumulated statutory holiday time.

## **ARTICLE 27 - RELIEF PERIODS**

27.01 An employee will be allowed a paid thirty- (30) minute meal period per shift at the same time as the clients' meal for the noon and evening meals. Each employee is required to be on hand during this paid lunch and to provide supervision for clients as may be required. All relief periods will be scheduled on the daily flow for each worksite.

27.02 The Employer will make every effort to provide an employee who is required to supervise clients at meal times a fifteen (15) minute rest period after the noon or evening meal. This time is not guaranteed and is not cumulative.

27.03 The Employer will attempt to schedule for each employee two (2) fifteen (15) minute rest periods in each half of the shift. This time is not guaranteed and is not cumulative.

27.04 In service areas where employees are expected to model appropriate meal skills with clients and meals are provided, the meal to the employee will be deemed a taxable benefit. The value of the benefit to the employee is \$1.75 per meal. The taxable benefit will be \$17.50 per pay period.

## **ARTICLE 28 - OVERTIME**

28.01 All hours worked in excess of eighty (80) hours over a two-week period will be eligible for overtime and shall be paid for at time and one-half (1 1/2) of the regular rate of pay when such overtime is regular work within the Employer's facilities.

28.01(a) It is understood that overtime pay will not be "banked" as time and one-half lieu time, but will be paid to the employee. This applies to overtime that is offered by the Employer and accepted by the employee as outlined in Article 28.06.

28.02 In the event an employee of their own accord, for their own personal convenience, wishes to change shifts they may, on written request to the Employer twenty-four (24) hours in advance, do so with another appropriately qualified employee preferably from the same service area. The Employer agrees not to unreasonably interfere, and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

28.03 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

28.04 A full-time employee who works on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked.

28.05 a) Employees shall work only a maximum of 16 consecutive hours at any one time, or in a 24 hour period. If an employee works the maximum of 16 hours, for two consecutive 24 hour periods, the employee shall not be scheduled to work for at least 8 hours immediately following the last shift worked and shall work no more than 8 hours in the next 24 hour period.

b) An employee cannot exceed working more than 40 hours in a 72 hour period in accordance with Article 28.05(a).

28.06 Overtime will be offered by the Employer to employees based upon seniority. Once an employee has accepted and worked an overtime shift, the Employer will resume contacting the next available person according to seniority for overtime.

28.07 If a full time employee accepts an overtime shift, which is subsequently cancelled by the Employer, the next available overtime shift shall be offered to the employee.

28.08 The Employer will contact the employee within the following sequence:

- a) One call to the scheduled work site if the employee is working

- b) One call to the contact number of the employee.

28.9 When the Employer directs an employee, regardless of classification to work above 8 hours per day, this work is deemed mandatory overtime and the employee will be paid at time and one-half for all extra hours worked.

## **ARTICLE 29 - WORK SCHEDULES**

29.01 The days of work for any employee or groups of employees, the starting times and the times of meal, relief and rest periods will be determined by the Employer in accordance with the requirements of the Employer given the individuals supported in the homes and programs.

29.02 Work schedules covering a four- (4) week period will be posted by the Employer as the approved work schedule seven (7) calendar days prior to the start of the next work schedule, subject to change when found necessary.

29.03 The approved work schedules will specify the shifts of the full time and part time employees and any available shifts for the casual employees.

29.04 Seventeen days (17) prior to the start of the approved work schedule, full time employees will submit time off requests for the period of the approved work schedule.

29.05 Fourteen (14) days prior to the start of the approved work schedule, the Employer will post the available shifts in the Service Area for part time employees and the draft of the full time employee's work schedule. It is understood that the hours are set for the full time employees unless mutually agreed between the employee and the manager.

29.06 Ten (10) days prior to the start of the approved work schedules, part time employees will submit to the Employer their shift preference for available shifts during the next work schedule for the Service Area. The submitted list by each part time employee will identify the most preferred available shift to the least preferred available shift in the Service Area.

29.07 The Employer will approve and schedule the part time employee based upon their preference list and the employee's seniority within the Service Area. It is understood that each part time employee will be scheduled to work at least a total of 40 hours per pay period. The approved shifts for the part time employees will be posted eight (8) days prior to the start of the approved work schedules.

29.08 The Employer will post open and available shifts for the casual employees eight (8) days prior to the start of the approved work schedule as well as additional hours that can be requested by the part time staff.

29.09 Six days (6) prior to the start of the approved work schedule, the casual employees will submit to the Employer their preference for available shifts in the Service Area as well as any further part time employee requests.

29.10 The Employer will approve and schedule the part time and casual employee based upon their preference list and the employee's seniority within the Service Area. The approved shifts for the casual employees will be posted three (3) days prior to the start of the approved work schedule. If the third day is a statutory holiday, this day will be changed to the second day. It is understood that the schedules will be posted by noon on the second day rather than the normal 4:00 p.m. posting time.

29.11 The Employer will make available all open shifts to first part time and then casual employees through the "pool list". The final schedule will be posted one (1) day prior to the start of the workweek. It is understood that the Employer will keep the number of open and available shifts to a minimum.



29.12(a) The Employer will arrange work schedules so that each full time employee will receive at least one weekend off in two and that full time employees will be scheduled to work to a maximum of five (5) consecutive days, except in the case of an approved exchange of shifts between employees. The Employer will take reasonable steps to schedule day(s) off during the week on a regular basis. It is understood that this regular day off and hours of work may be changed by the Employer for specific reasons such as case conferences, appointments, etc.

29.12(b) The Employer will endeavour to share among the full time support workers in the residential homes, the start time of shifts to ensure that each full time support worker has, on average, the same number of day and afternoon shifts, unless mutually agreed by all parties.

The Employer will not arbitrarily change the hours of full time employees. If the Employer plans to change the hours of work of full time employees, the reasons for the change will be discussed with the affected employees before the Employer implements the change of hours.

29.13(a) It is understood that a full time employee works a total of at least eighty (80) hours in a two (2) week pay period and a total of 160 hours during the posted four (4) week work schedule.

29.13(b) It is understood that a part time employee works a total of at least forty (40) hours in a two (2) week pay period and a total of at least 80 hours during the posted four (4) week work schedule.

29.13(c) It is understood that a casual employee works up to 20 hours per week, except when shift cannot be filled otherwise, when work is available during the posted four (4) week work schedule.

### **ARTICLE 30 - GENERAL CATEGORIES OF EMPLOYEES**

30.01 Full time employee is an employee who regularly works forty (40) hours per week on a regularly scheduled basis. A full time employee is assigned a caseload of individuals either living in the homes or participating in the programs.

30.02 Permanent part time employee is an employee who regularly works twenty-four (24) hours per week on a regularly scheduled basis. It is understood that the Permanent part time employee can work more than the 24 hours only after the available hours of work are offered to the part time employees. A permanent part time employee also has an assigned caseload of individuals either living in the homes or participating in the programs.

30.3(a) Part time employee is an employee who regularly works at least twenty (20) hours per week on a regularly scheduled basis.

30.03 (b) If the work is not available in the assigned worksite of the part time employee the employee may reduce their hours of work during the period of when the work is not available if mutually agreed upon between the employee and the Employer. During such a period the part time employee can work less than 20 hours per week without compromising their part time employment status.

30.04 It is understood that a casual employee is required to work when work is available at least one shift per pay period and that the current scheduling practices continue to be used. The Employer does not guarantee the availability of work.

### **ARTICLE 31 - MINIMUM REPORTING ALLOWANCE**

31.01 If an employee reports for work at the regularly scheduled time for their shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence at least one (1) hour prior to the shift

starting time;

- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours work as the Employer may assign;
- (c) An employee will not be paid if the reason for no work is beyond the control of the Employer, such as a natural disaster.

31.02 The minimum length of a work shift is four (4) hours.

### **ARTICLE 32 - PAY DAYS**

32.01 The Employer agrees that wages shall be paid during working hours on a regular pay-day each two (2) weeks except when interfered with by the occurrence of a paid holiday. In this case, the regular pay-day may be delayed one (1) day.

32.02 An employee will be paid wages for each pay period including any overtime or premium pay due to the employee for such pay period, after 1:00 p.m. on the first Thursday after each pay period ends. Where the hours of work are averaged over a two- (2) week period, that two- (2) week period will be the same two (2) weeks as the pay period.

32.03 Upon termination or lay-off, the employee will be paid whenever possible, his final pay and his vacation pay on the regular pay-day for that pay period within which he terminated or was laid off.

### **ARTICLE 33 - DUPLICATION OF PAY**

33.01 For the same period of time, and employee shall not receive payment:

- (a) Under more than one provision of this Agreement, except for overtime, and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday; not
- (b) Under a provision of this Agreement and from an outside source to which the Employer makes direct contributions such as Workers' Compensation, Unemployment Insurance, etc. with the understanding that this does not affect the method of handling make-up of pay for court attendance as specified in Article 24.

### **ARTICLE 34 - RATES OF PAY**

34.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

34.02 Yearly movement in the step hourly rates for each classification from years one to three are based upon the employee's seniority date. When an employee is on a leave of absence beyond one (1) year, step increases will be delayed the length of the leave of absence.

### **ARTICLE 35 - PAID HOLIDAYS**

35.01 An employee who has completed their probationary period shall receive the following holidays with pay:

New Year's Day  
Victoria Day  
Canada Day  
Labour Day  
Christmas Day

Good Friday  
Easter Monday  
Civic Holiday  
Thanksgiving  
Boxing Day

Two (2) Floater holidays on a day to be mutually agreed upon.

35.02 It is understood that employees who terminate their employment will not be entitled to pay for unused Floater holidays. Employees earn the two- (2) Floater holidays between their date of employment and anniversary of the start date. The two- (2) floater days cannot be carried over into the next year by the employee, except in extenuating circumstances and with the written approval of the Employer.

35.03 Where one of the above-named holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer in lieu of the holiday.

35.04 In order to qualify for holiday pay, an employee must work their full scheduled shift immediately preceding and immediately following the holiday unless excused by the Employer.

35.05 An employee who is required to work on any of the above-mentioned holidays will be paid for the holiday at the rate of one and one-half (1 1/2) times their regular rate of pay plus one (1) lieu day. The employee may request a day off mutually agreeable with the employer within ninety (90) days of the holiday worked. The pay for such lieu day for part-time employees will be based on the average hours worked per day in the 28 days immediately preceding such holiday.

35.06 An employee scheduled to work on a holiday and who does not report for work shall forfeit their pay unless the absence is due to illness verified by a Medical Doctor's Certificate, in which case the employee will receive their regular rate of pay.

35.07 If one of the above-named holiday occurs on an employee's regular day off or during their vacation period, the employee shall receive an additional day off in lieu thereof within four (4) weeks either side of the holiday unless otherwise arranged by the employee and the Employer, or the employee shall receive a day's pay. For part-time employees the day's pay shall be according to the specification for such pay in section 35.05 above.

35.08 An employee who is regularly scheduled to work less than eighty (80) hours but more than twenty (20) hours in a two- (2) week period will receive holiday pay in accordance with Article 35.05 of this Agreement.

## **ARTICLE 36 - VACATIONS**

36.01 The vacation year shall be the period of April 1<sup>st</sup> of any year to March 31<sup>st</sup> of the following year.

36.02 The approved annual vacation schedule for all full time and permanent part time and part time employees will be posted by the Employer during the posting of the work schedule that includes April 1<sup>st</sup>.

36.03 The period of 21 calendar days to 8 calendar days prior to the approved work schedule that includes April 1<sup>st</sup> will be considered the Annual Vacation Request and Approval period.

36.03(a) The Employer will post a vacation-planning calendar at Mainway for each service area. Full time employees will be given their projected vacation entitlement to book during the request period for the vacation year of April 1 to March 31. Full time, permanent part time, and part time employees shall record their vacation requests for their vacation entitlement on the vacation planning calendar based upon the employee's seniority in their classification in the service area. Two weeks of the vacation entitlement may be "held back" by the employee and that this vacation entitlement may be booked throughout the remainder of the year.

36.03(b) The Employer will approve the vacation request in sequence of the seniority of the employees. This will enable the employee with the most seniority to select their vacation period knowing

which time has already been approved as vacation time. This sequence will be repeated until all employees have selected their vacation entitlement for the year.

36.03(c) Employees are responsible to provide their vacation requests during the Annual Vacation Request and Approval period. The Employer will post a timetable at the beginning of this period to ensure an efficient and timely manner of vacation request and approvals. The Employer will notify all employees currently not in the workplace of the Annual Vacation Request and Approval period and the timetable for vacation selection during the period.

36.04 The Employer shall approve and schedule vacations subject at all times to ensure continuity of care and efficient operation of the Association.

36.05 The vacation-planning calendar will be separate for each classification and vacation booking will be done within each classification.

36.05(a) The Employer will schedule vacations to ensure that at least a minimum of:

three (3) full time staff for Headon Residence/Headon House  
 three (3) full time staff for Daryl/Pinecove  
 three (3) full time staff for Day Services  
 two (2) full time staff for SIL, for vacation booking purposes Wellington Terrace and SIL are combined  
 one (1) part time employee for each service area as listed above are off on an approved vacation.

36.05(b) It is understood that a minimum of one full time staff in classification 1 in each service area with employees in this classification are scheduled to work during the vacation approval process.

36.06 An employee shall be entitled to carry over one (1) week of vacation entitlement into the next vacation year in exceptional circumstances only, and with the written approval from the Employer.

36.07 Employees on an approved leave of absence in excess of sixty (60) calendar days will not earn vacation credits for the period of the leave of absence.

36.08 Employees can request vacation after six months of continuous full time employment.

36.09 Full time employees will earn vacation credits on a monthly basis based on the table below:

Vacation Entitlement		Completed Years of Service
Yearly	Monthly	(based on anniversary date)
3 weeks	1.25 days	1 year
4 weeks	1.67 days	3 years
5 weeks	2.08 days	6 years

36.10 If an employee commences employment after the 14<sup>th</sup> day of the month, or ends employment prior to the 15<sup>th</sup> day of the month, for that month only, the employee will earn 0.75 vacation day credits.

36.11 If an employee loses seniority and has taken more vacation time than was earned, the last pay of the employee will be adjusted to reflect the use of the unearned vacation time.

36.12 When a paid holiday falls within an employee's approved vacation period, the day shall be recorded as a paid holiday by the Employer.

36.13 An employee who is released from employment during the probationary period will receive vacation pay as outlined in the Employment Standards Act.

36.14 An employee requesting more than three consecutive weeks of vacation will require written approval from the Employer.

36.15 Part time employees will be paid 4% of earnings as vacation pay with each pay. Part time employees who have completed three (3) years of service shall be paid 6% of earnings as vacation pay with each pay.

36.16 An employee who voluntarily leaves their position for any reason shall be entitled to receive any unpaid vacation pay which is earned and accrued to their date of separation unless they leave without giving two weeks written notice of termination to the Employer, in which case they shall only be entitled to vacation pay in accordance with the provisions of the Employment Standards Act. For the purposes of this Article, a change of employment shall not be considered beyond the employee's control.

36.17 Part time employees will inform the Employer that they will not be available to work for up to two consecutive weeks during the Annual vacation request and approval period. Part time employees may request this time off at other times through out the year. Such requests will be approved or not approved by the Employer during the posting of the work schedule. Such time off may be approved by the Employer. It is understood that the two-week period cannot be requested during the Holiday work schedule. The Holiday work schedule is defined as the work schedule(s) that include the dates of December 15<sup>th</sup> to January 5<sup>th</sup>.

## **ARTICLE 37 - SICK LEAVE**

37.01 Pay for Sick Leave is for the sole and only purpose of protecting an employee against loss of income due to sickness or accident and will be granted to full-time and permanent part-time employees on the following basis:

- (a) Absence for injury compensable under the Workplace Safety & Insurance Board shall not be charged against the Sick Leave Credits.
- (b) During the probationary period, full-time employees will accumulate sick credits at the rate of one (1) day per month. Following completion of the probationary period, full-time employees will then accumulate sick credits at the rate of one and one quarter (1 1/4) days per month.

Permanent part-time employees will receive prorated sick leave credits.

Once an employee has attained seniority, sick credits may be used when sickness or accident forces the employee to remain at home from work. Sick Leave Credits used up will be deducted from the total credits accumulated.

- (c) All unused Sick Leave credits may be accumulated to a maximum of one hundred and twenty (120) days.

37.02 Sick leave credits are not paid out when an employee leaves the Association.

## **ARTICLE 38 - MEDICAL CERTIFICATES**

38.01 A medical doctor's certificate required by the Employer from a specific doctor for any reason, shall be paid for by the Employer as well as any time spent during normal working hours to obtain such certificate.

38.02 When an employee is required to attend a medical appointment during working hours that is not Employer directed, the employee is to take "banked" time such as lieu, statutory holiday time or float holidays to receive pay for the absence from the work site.

## **ARTICLE 39 - HEALTH AND INSURANCE BENEFITS**

39.01 For each full-time employee who has completed their probationary period, the Employer will pay 100% of the billed rate or premium costs of the following coverage:

- (a) Life Insurance equal to 2 years rate or earnings rounded to the nearest \$1,000.
- (b) Accidental, Death or Dismemberment
- (c) Extended Health Plan; including hearing aids at \$300 every 5 years. Use of Drug Card with two features, pay direct and generic substitution. The Employer will pay up to \$7.50 towards the dispensing fee per prescription.
- (d) Vision Plan; \$150 for eye glasses every 24 months

The Employer will pay 100% of the billed rate or premium costs of the following coverage:

- (e) 100% of dental expenses based on the Ontario Dental Association Schedule of Fees 18 months behind the current year and recall schedule every nine-(9) months.

Effective April 1, 1998, semi-private accommodation will be eliminated.

For permanent part-time employees who have completed their probationary period, the Employer will pay 100% of the billed rate or premium cost of the following coverage: (a) and (b). The costs of the following

benefits will be shared: (c), (d) and (e).

Part time employees who have completed their probationary period shall receive 0.55 per hour in lieu of benefits effective on ratification of this agreement in addition to their regular rate of pay for all hours paid. It is understood that vacation pay is calculated on the regular rate of pay for all hours paid.

Any changes to the foregoing plan required under this Agreement shall become effective at the start of the month immediately following thirty (30) days after the date of the signing of this Agreement.

39.02 The Employer shall pay the single or family premium rate for the above plans unless there is duplication of coverage available under an employee's spouse's plan.

39.03 A person on authorized leave of absence due to illness or non-compensable accident shall continue to be eligible for employee benefit coverage for up to six (6) months. The Association will pay the benefits for the first sixty- (60) days.

39.04 A person on authorized leave of absence due to compensable accident and in receipt of Worker's Compensation benefits shall continue to be eligible for employee benefits coverage for up to two (2) years.

39.05 A person on authorized leave of absence due to pregnancy or paternity shall continue to be eligible for employee benefit coverage for up to a maximum of 35 weeks when substantiated by a Medical Doctor's Certificate.

39.06 An employee laid off shall cease to qualify for the employee benefits at the end of the calendar month in which they are laid off; however, where a lay-off is of a temporary nature and the employee involved does not become employed elsewhere, the employee laid off may continue under the plans by paying the total monthly costs to the Employer by the fifteenth (15th) day of each month if so arranged with the Employer.

39.07 Full details of the benefits will be given to the Union at the commencement of these plans and to each participating employee at the time they become eligible to participate in the plans.

39.08 The terms of the policies and the rules and requirements of the various carriers of these employee benefit plans shall govern.

39.09 Should the Employer's Sick Plan qualify for a rebate in the Unemployment Insurance Premium paid, the employees agree to forego their share of such rebate in favour of the Employer due to increased employee benefits.

#### **ARTICLE 40 - PENSION PLAN**

For each full-time and permanent part-time employee who has been employed by the Employer for two consecutive years and after the employee reaches the age of 25, the Employer will match 3% of the wages to employees who wish to contribute to the Pension Plan.

#### **ARTICLE 41 - HEALTH AND SAFETY**

41.01 A joint management-employee Health and Safety Committee of three (3) representatives from the Employer and three (3) representatives from the employees, shall identify potential problems and hazards and recommend steps to deal with such problems and hazards. The committee shall meet on a regularly scheduled basis. Scheduled time spent in such meetings or inspections is to be considered time worked.

- a) The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate, effective and reasonable measures within existing

resources, both preventative and corrective, to protect the health and safety of employees.

- b) The Employer will inform both employees and the Joint Health and Safety Committee (which shall be referred to as the JHSC from this point forward) of situations relating to their health and safety once the employer has been reasonably notified of such situations by the employee.
- c) The Employer will ensure that workplace investigations are carried out in a timely manner and workplace inspections are carried out on a regular basis.
- d) The Employer will ensure that the Occupational Health and Safety Act is carried out and that JHSC meetings take place on a monthly basis.
- e) The Employer will take all necessary and reasonable measures to protect employees from violence at work. Workplace violence is an act in which the employee is abused, threatened or assaulted in his or her workplace. Workplace violence includes:
  - Threatening behaviour – such as shaking fists, destroying property or throwing objects.
  - Verbal or written threats – any expression of intent to inflict harm.
  - Verbal abuse – swearing or insults.
  - Physical attacks – hitting, shoving, pushing or kicking.

41.2 It is understood that given the nature of the services provided by the Association the Employer will support aggressive clients. Clients with aggressive behaviours include:

- Threatening behaviour – such as shaking fists, destroying property or throwing objects.
- Verbal or written threats – any expression of intent to inflict harm.
- Verbal abuse – swearing or insults.
- Physical attacks – hitting, shoving, pushing or kicking.

The Employer will:

- a) Identify clients with behaviours whether they are verbally or physically threatening or aggressive and other risk factors, including communicable diseases, on a caution system referred to as a “Critical Care Profile” that will be readily available to all employees prior to initiating support to the client.
- b) Conduct an ongoing security and safety assessment and develop a security plan that shall include measures and procedures to protect staff from aggressive or violent actions. The security and safety assessment shall be developed by the employer with input from the JHSC and will examine trends in aggressive behaviour from incidents, reports, and assessments.
- c) Provide, at no cost to the employee, influenza and Hepatitis B vaccines, which will ensure a healthy workplace.

41.03 Two representatives of the Committee, one management and one Employee (to be decided by the Committee) in each Service Area shall take regularly scheduled inspections and report their findings to the Committee. Copies of employee incident reports shall be made available to the Committee. Two designated representatives may accompany the government safety inspector on his inspection. A copy of the Worker's Compensation Board Annual Report shall be made available to the Committee.

## **ARTICLE 42 - PROTECTION OF EMPLOYEES**

42.01 Protective clothing and glasses to be supplied by the Employer wherever employees are required to wear protective clothing or safety glasses. Wherever employees are required to wear safety



shoes, the Employer will pay a maximum of \$150 every two years towards the cost of the steel-toed safety shoes purchased.

42.02 The vaccination against Hepatitis B is mandatory to all employees and all employees will be required to obtain this vaccine during their probationary period. The Employer will designate the supplier of the vaccine and will reimburse the employee for the cost of the vaccine, and if required repeat administration.

The Employer and Union recognize that employees may refuse the vaccination for religious and medical reasons. In such situations, the employee will be required to sign a waiver acknowledging their assumption of the resulting risk in not obtaining the vaccination against Hepatitis B.

42.03 The Employer will provide employees with protective clothing as preventive measures to minimize damage to employees' personal clothing, such as smocks. It is understood that the Employer will reimburse employees for damage to personal clothing as a result of client action or equipment failure or malfunction based on the actual cost of the item that requires replacement due to incidents in the workplace. It is the responsibility of the employee to provide documentation of the original cost of the item that requires replacement. If the original cost of the item cannot be documented by the employee, then the Employer will reimburse the employee to a maximum of \$30.00 per damaged item.

42.04 In areas that watches/timers are required to implement specific programs, the Employer will provide such items as deemed necessary. It is understood that the Employer will not reimburse employees for jewellery etc. that is not a requirement of the workplace.

42.05 The Employer will reimburse employees .34 per kilometre effective on ratification of this agreement for the use of personal automobiles when the employees use their own personal automobiles during their hours of work to complete specific duties identified by the Employer. The Employer will also maintain Non-Owned Automobile Insurance Policy. The Employer recognizes that the use of personal automobiles by employees are not a requirement of the job. This excludes the following service areas: SIL, Supported Employment and Preschool. The Employer may designate other service areas as work sites that require the use of a personal automobile following discussions with the Union.

#### **ARTICLE 43 - PROGRAM CHANGES**

43.01 The Employer may from time to time require a reduction in the number of full time employees in a specific work site. This situation may occur when the Employer closes a house, changes the number of clients living in the home, etc. In such a situation, the following will occur:

- a) The Employer will formally meet with the Union to inform the Union of the pending changes.
- b) The Employer will discuss with the Union the number of full time employees effected with the change in the work site.
- c) The Employer will offer all the full time employees in the effected work site, in order of seniority, the available full time vacancy in another work site within the same classification.
- d) If no full time employee chooses to take the available vacancy, the employee with the least amount of seniority will take the full time vacancy in the other work site.

43.02 The Employer may from time to time change the Work Site/Service Area definitions. These changes will be discussed in advance with the Union. At the present time, the work sites are defined as:

- |                   |                                   |
|-------------------|-----------------------------------|
| a) Day Services   | e) Headon Residence, Headon House |
| b) Preschool      | f) Supported Employment           |
| c) Pinecove Daryl | g) Wellington Terrace             |
| d) SIL            |                                   |

#### **ARTICLE 44 - FULL TIME POSITIONS**

44.01 The Employer recognizes the need to maintain full time and temporary full time positions within the following "staff model" homes and "staff model" programs where staff support is provided on a shift basis:

Headon Residence and Headon House  
 Pinecove and Daryl  
 Day Services  
 Supported Independent Living Program

44.02(a) The Employer will maintain the following minimum number of full time positions for the duration of this Collective Agreement:

ARC Industries	-	4
Life Skills	-	7
Supported Employment	-	3
Headon Residence	-	6
Headon House	-	2
Pinecove	-	6
Daryl	-	6
SIL	-	2
Wellington Terrace		4

The minimum total number of positions is 40. The Employer may change the number of full time employees in each of the above programs and homes, but the minimum total of full time employees will be 40 or more.

Preschool positions will remain at the current level of 3 full time position equivalents.

44.02(b) The total number of full time employees includes Support Workers and Night Support Workers.

#### **ARTICLE 45 - TECHNOLOGICAL CHANGE**

45.01 The Employer will give the Union a minimum of three- (3) months advance notice of any technological change that will have an effect on the employment status of employees. The spirit and intent of this Article is so that both parties shall meet to resolve ways and means of averting any loss of employment.

#### **ARTICLE 46 - GENERAL**

46.01 All language in the Collective Agreement will be gender neutral.

46.02 Wherever the word "days" is used in this Agreement, it shall not include Saturdays, Sundays nor paid holidays unless such "days" are identified specifically as "calendar days" in which case it will cover a period of consecutive days including Saturdays, Sundays and paid holidays.

#### **ARTICLE 47 - PRINTING OF AGREEMENTS**

47.01 The Employer agrees to share the cost of printing the Collective Agreements.

#### **ARTICLE 48 - BULLETIN BOARD**

48.01 The Employer agrees to supply and make available to the Union for the posting of Seniority Lists and Union Notices one (1) binder in each Service Area so as to inform all employees in the bargaining unit of the activities of the Union. The Union shall forward union notices to the Employer for approval prior to

distribution. It is understood that such approval will not be arbitrarily denied.

#### **ARTICLE 49 - TEMPORARY ASSIGNMENT TO MANAGEMENT**

49.01 If an employee is required to temporarily perform a position in management, he shall be paid in accordance with the past practice of the Employer, and after completion of the temporary assignment, shall return to his previous job without loss of seniority. An Acting Manager does not have the right to discipline employees but is responsible for the efficient performance of the work of the employees assigned to the Service Area. This responsibility may be additional to the employee's regular work.

#### **ARTICLE 50 - RENEWAL, AMENDMENT AND TERMINATION**

50.01 This Agreement shall be effective from April 1, 2001 and shall continue in effect until March 31, 2003 and shall continue automatically thereafter unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

50.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

50.03 If pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under the current Labour Relations Act of the Province of Ontario.

50.04 If during the term of this Agreement, the Government allocates additional moneys to the Association for enriching staff wages, the Employer and the Union shall meet and disburse the allotted moneys to the employees

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in the City of Burlington, Ontario on the                      day of                      2002.

BURLINGTON ASSOCIATION  
FOR THE INTELLECTUALLY HANDICAPPED

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 532

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**SCHEDULE "A"**  
**CLASSIFICATIONS AND HOURLY RATES OF PAY**

Full-time and Permanent Part-time Employees

Effective April 1, 2001

	<b>Classification</b>		
<b>Steps</b>	<b>1</b>	<b>2</b>	<b>Supported Employment</b>
Start	13.67	14.92	15.10
3 Months	13.99	15.25	15.41
Year 1	14.23	15.52	15.88
Year 2	14.48	15.74	15.91
Year 3	14.76	16.01	16.16

**Part-time and Casual – 12.76**

Effective January 1, 2002

<b>Steps</b>	<b>1</b>	<b>2</b>	<b>Supported Employment</b>
Start	13.81	15.07	15.10
3 Months	14.13	15.40	15.41
Year 1	14.37	15.68	15.88
Year 2	14.62	15.90	15.91
Year 3	14.91	16.17	16.17

**Part-time and Casual – 12.89**

Effective April 1, 2002

<b>Steps</b>	<b>1</b>	<b>2</b>	<b>Supported Employment</b>
Start	14.09	15.37	15.37
3 Months	14.41	15.71	15.71
Year 1	14.66	15.99	15.99
Year 2	14.91	16.22	16.22
Year 3	15.21	16.49	16.49

**Part-time and Casual – 13.15**

Note: Supported Employment employees are "red circled" and excluded from wage increase effective April 1, 2001 and January 1, 2002 except for Year 3. Effective April 1, 2002 Supported Employment employees will receive a 2% increase and at this time will no longer be considered red circled and excluded from wage increase.

Full-time and Permanent Part-time Job Classifications

Classification 1 - Residential Night Support Worker

Classification 2 - Support Worker  
Teacher

## Supported Employment

### **PAY EQUITY FUNDING**

The Employer and the Union will develop a Memorandum of Agreement to revise the current wage rates if the Employer receives an increase in pay equity funding from the Ministry of Community and Social Services.

### **SIGNING BONUS**

Full time and permanent part time employees will receive a one time signing bonus of \$250, and each part time employee will receive a one time signing bonus of \$150 upon ratification. This will be paid to current employees together with retroactive pay.

### **RETROACTIVE PAY**

Retroactivity is to be paid on all hours paid. To be paid within 30 days after ratification on a separate payroll.

# LETTER OF UNDERSTANDING 1

This will confirm the understanding of the parties regarding the current practice of "lieu" time:

1. (a) Lieu time is defined as that time that the employee requests to work beyond their normal hours of work per day to complete a specific task.
- 1.(b) The employer may at times request prior approval for the employee to request lieu time due to extenuating circumstances.
2. Lieu time is not considered overtime but is considered straight time.
3. Employees can accumulate lieu time to be taken at a future date that is mutually agreeable between the employee and the Employer.
4. Accumulated lieu time that is not taken within ninety (90) days from the date it is earned will be paid to the employee as straight time.
5. In the event an employee works the shift in the fall when the clocks are turned back one hour, the employee will be required to work an additional hour. This hour is recorded as lieu time.
6. In the event an employee works the shift in the spring when the clocks are turned forward one hour, the employee will work one hour less. The employee may use lieu time to cover this hour.
7. Lieu time is to be accrued in 15-minute increments. Therefore the employee is to "round up or down" to the closest 15 minutes when recording lieu time.

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## LETTER OF UNDERSTANDING 2

This will confirm the understanding of the parties regarding clients with aggressive behaviours:

The Burlington Association for the Intellectually Handicapped is committed to support clients who exhibit verbal and physical aggressive behaviours that may result in injury to themselves and others or destruction to the home setting, program areas or other locations in the community.

The Employer will identify clients with aggressive behaviours and other risk characteristics on a caution system included in the Consumer Information Profile that will be readily available to all staff on a need to know basis.

The Employer recognizes the concerns of employees in their ability to support clients with aggressive behaviours. The Employer will develop and maintain a program for staff that will include training, protective equipment, emergency back-up systems, regular and timely case conferences. The program will also include behaviour management programs development, training of staff in the programs and the monitoring of the programs. This Letter of Understanding will be reviewed at a minimum of 2 times per fiscal year at a Labour-Management meeting to ensure that the Letter of Understanding is implemented effectively.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in the City of Burlington, Ontario on the \_\_\_\_\_ day of \_\_\_\_\_ 2002.

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### LETTER OF UNDERSTANDING 3

1.1 The Employer is currently involved in the "Reshaping of Social Services" as required by the Provincial Government. This may change the type of services and programs provided by the Employer and change the number of "staff model" homes and "staff model" programs operated by the Association.

1.2 If the changes result in a loss or gain of any "staff model" homes and "staff model" programs the Employer will meet with the Union at a Labour-Management Meeting to discuss the impact of these changes.

1.3 If the changes result in a loss of any "staff model" homes and "staff model" programs, the number of full time employees reduced will correspond directly to the number of full time employees designated for each home and program as identified in Article 43. The full time employees in such a position will be given six (6) months notice of any reductions due to the "Reshaping of Social Services".

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in the City of Burlington, Ontario on the \_\_\_\_\_ day of \_\_\_\_\_ 2002.

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**LETTER OF UNDERSTANDING 4****CO-ORDINATION OF GROUP BENEFITS**

In an effort to reduce the cost of the Group Benefit Plan the Employer will encourage employees to co-ordinate their benefits whenever possible. The co-ordination of benefits is a standard practice in the administration of Group Benefit Plans.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in the City of Burlington, Ontario on the \_\_\_\_\_ day of \_\_\_\_\_ 2002.

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**LETTER OF UNDERSTANDING 5**

**GROUP SHIFT EXCHANGES**

This will confirm the understanding of the parties regarding the method of group shift exchanges by full time support workers in a specific work location/site:

1. Each full time support worker in a specific work location/site must agree to a permanent shift exchange for a work schedule. The employee is to submit to their manager a shift exchange form indicating their agreement to a permanent shift exchange for the next work schedule.
2. All employees involved in the group shift exchange procedure will submit their agreement for such a change by the time line outlined in Article 29.04.
3. If all full time support workers in the specific work location/site are not in agreement regarding the group shift exchange, then the normal scheduling practices as outlined in Article 29 will prevail.
4. The agreement for group shift exchanges is limited to one work schedule at a time and the steps outlined above shall be repeated for the next work schedule period.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in the City of Burlington, Ontario on the \_\_\_\_\_ day of \_\_\_\_\_ 2002.

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## LETTER OF UNDERSTANDING 6

### VIDEO SURVEILLANCE IN THE WORKPLACE

This will confirm the understanding of the parties regarding the use of video surveillance in the workplace:

1. The Employer may install video surveillance in any workplace.
2. Prior to the installation of the video surveillance the Employer will within a reasonable time frame:
  - a) inform the Union
  - b) Inform the Employees in the workplace
  - c) Post in a common area visible to all employees for the duration of the surveillance.
3. The Employer will keep the videos in a secure location accessible to only the Executive Director or permanent management designate.
4. Video cameras will only be installed in public areas.

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**MEMORANDUM OF AGREEMENT****B E T W E E N:****BURLINGTON ASSOCIATION FOR THE INTELLECTUALLY HANDICAPPED****(Hereinafter referred to as the Employer)****And****SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 532****(Hereinafter referred to as the Union)****IN THE MATTER OF PROMOTIONS BETWEEN JOB CLASSIFICATIONS AND WAGES**

This will confirm the understanding between the Union and the Employer regarding the determination of the hourly rate of pay for employees who are promoted between job classifications.

When an employee is promoted from Job Classification 1 to Job Classification 2 the hourly rate of the employee will increase as follows:

Current Step in Classification 1	New Step in Classification 2
Year 1	Start
Year 2	3 Month
Year 3	Year 1

The hourly rate of the employee will increase on the date of promotion.

The anniversary date of the employee for step increases will be the date of promotion into the new classification.

The parties hereto have executed this Agreement in the City of Burlington, Ontario on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**BURLINGTON ASSOCIATION FOR THE  
INTELLECTUALLY HANDICAPPED**

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