

**Unit #400/400A**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COMMUNITY LIVING BURLINGTON**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 1 CANADA**

**C.L.C.**

**EFFECTIVE: APRIL 1, 2010**

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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 Community Living Burlington 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 a developmental disability 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 a developmental disability who are receiving services from the Association are expressly excluded from this collective agreement. It is understood that individuals 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.

2.07 Definitions

- (a) A full-time employee is defined as an employee who is regularly scheduled to work 40 hours per week, or 80 hours in a bi-weekly period. A full-time employee is assigned a caseload of individuals either living in the homes or participating in the programs.
- (b) A reduced full-time employee is defined as an employee who is regularly scheduled to work thirty-two (32) hours per week or sixty four (64) hours in a bi-weekly period.

It is understood that the reduced full-time employee can work more than the thirty-two (32) hours only after the available hours of work are offered to the part-time employees, A reduced full-time employee is assigned caseload of individuals either living in the homes or participating in the programs.

- (c) A part-time employee *is* defined as an employee who *is* regularly scheduled to work a minimum of twenty (20) hours but not more than thirty-two (32) hours per week or forty (40) hours to sixty-four (64) hours in a bi-weekly period.
- (d) A casual employee will be scheduled to work a minimum of eight (8) hours but not more than twelve (12) hours per week. The shifts will be distributed based on availability and seniority within the classification.
- (d) An occasional worker is defined as an employee who has resigned and wishes to continue to be employed by the Association. The resignation constitutes a break in service and nullifies any retention of seniority.  
  
An occasional worker *is* required to work twelve (12) shifts per year and there shall be no more than sixty (60) days between shifts.
- (e) A contract worker is defined as an employee who is hired for a definite term or task and shall not exceed one (1) year. Any contract exceeding one (1) shall be made permanent.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 Each of the parties agree that there will be no discrimination as outlined in the Labour Relations Act. The Employer will abide by the Ontario Human Rights Code.

### **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 people we support,
- (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/people we support 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 (a) Such dues and initiation fees shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence beginning in their first month of hire.
- (b) The Employer shall when remitting such dues provide the names of the employees, note any employees currently on leave, and provide social insurance number (based on Letter of Understanding) from whose pay deductions have been made.

The Employer shall supply the Union with the name, current address, classification and other relevant information of the employee with the first dues deduction and annually. The annual remittance shall be submitted with the January dues remittance and a copy sent to the Staff Union Representative.

- 6.02** Deductions for full time shall be made from the first pay of each month and forwarded to the Union Office on or before the fifteenth (15<sup>th</sup>) day of the following month in which the deductions are made.

Deductions for all other employees shall be made from each pay period and forwarded to the Union Office on or before the fifteenth (15<sup>th</sup>) day of the following month in which the deductions are made.

- 6.03** The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

- 6.04** The Employer will provide the Union with electronic union dues remittance, as determined and required by the Union from time to time.

The Employer agrees to deduct a ten (10) dollar initiation fee from all new hires and submit to the union office along with the dues.

- 6.05** The Employer will provide, to the Chief Union Steward, the name of any new employee once he/she has successfully completed the probationary period. A copy of the Collective Agreement will be provided, by the Employer, to all new employees upon hire. The union will provide the Employer with adequate copies of the Collective Agreement.

- 6.06** The Employer will provide the address, to the Staff Representative, of each new employee from whom union dues are being deducted.

- 6.07** The Union shall be given the opportunity to meet with new employees that have completed their probationary period for a period of % hour bi-annually for the purpose of providing information on the existence of the Union in the Association.

- 6.08** 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 and a copy shall be forwarded to the Staff Representative.

- 6.09** The amount of Union dues deducted will be included on Employee T-4 slips.

**ARTICLE 7 - NO CONTRACTING OUT**

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

**ARTICLE 8 - UNION COMMITTEE AND STEWARDS**

8.01 The Employer agrees to recognize:

(a) Negotiating Committee

A Negotiating Committee consisting of four (4) 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, Day Services and Night Staff;

(b) Union Administrative committee

A Union Administrative Committee consisting of eleven (11) 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
Casual/Occasional Support Worker	1

8.02 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.

8.03 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.

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

8.05 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.



8.06 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 Directors of Program Support 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.

8.08 Labour Management Committee

A Labour Management committee shall be appointed, consisting of representatives from the Union and the Employer.

The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote good constructive and harmonious relations. Accordingly:

- (a) the committee is composed of not more than three (3) representatives from the Union and three (3) representatives of the Employer.
- (b) The Committee shall meet every second (2<sup>nd</sup>) month, or as required. The committee will meet immediately when the Employer is aware that layoffs are anticipated to discuss how services will be provided.
- (c) Issues for the agenda must be submitted to the chairpersons ten (10) days in advance of the meeting.
- (d) Once the agenda is established it will be distributed to the committee members no later than one (1) week prior to the meeting.
- (e) Minutes shall be signed by the co-chairs and distributed to all workplaces.

The Committee shall make recommendations to the Union and to the Employer. Time spent by employees in carrying out the functions of the Committee shall be done during regular scheduled working hours.

8.09 Health and Safety

The Employer recognizes it has the primary responsibility for ensuring that safe conditions prevail within the workplace. The Employer commits to taking

appropriate, effective and reasonable preventative and corrective measures to ensure the health and safety of employees. The Employer will work in accordance with the Occupational Health and Safety Act of Ontario.

- (a) All sites that have a total number of staff between 5 and 20 will have a Health and Safety Representative. The representative will be based, whenever possible, within the location and chosen by the union. The individual will be responsible to complete the monthly workplace inspection and all duties as outlined under the O.H.S.A. of Ontario.
- (b) Any worksite that has between 20 and 49 employees will have a Joint Health and Safety Committee (J.H.S.C.). Each J.H.S.C. will consist of two certified members; one management and one worker. The worker member will be based out of the site and will be chosen by the union. The worker member will complete and participate in all required duties and training as outlined in the O.H.S.A. of Ontario.
- (c) Quarterly meetings will be held between the worker members of the J.H.S.C.s, a mutually agreed upon number of Health and Safety Worker Representatives and the Employer's representatives. The purpose of these meetings is to share information and organizational trends and goals and is not meant to represent a standing committee.

Workplace violence, for the purpose of subsection 8.09, refers to all persons excluding individuals being supported by CLB. Workplace violence is an act in which the employee is abused, threatened or assaulted in his or her workplace.

- 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;

- take every reasonable measure to protect its employees from violence at **work**.
- proceed with appropriate intervention in accordance with our policies and procedures and/or the Criminal Code.

8.10 Workplace violence, for the purpose of subsection 8.10, refers to individuals receiving support from CLB. It is understood that CLB will continue to support individuals with complex support needs including aggressive behaviours. These may include but are not limited to;

- 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 individuals with such complex support needs, as listed above, through an Individual Information Sheet.
- b) Provide ongoing programs or guidelines that address the support requirements of the individual and the safety of the employees involved. When required these will be in conjunction with a behaviour therapist and/or other relevant community resources.
- c) Provide a method of reporting any incidents or occurrences involving such behaviours.
- d) Provide on-going feedback and participation for all employees through team meetings and case conferences (when applicable)
- e) Develop and provide annual training for each employee regarding violence in the workplace.
- f) Provide, at no cost to the employee, Hepatitis B vaccinations, or Twinrex.
- g) Provide, at no cost to the employee, any necessary protective equipment as required by the Employer

#### 8.11 Bulletin Boards

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. The Union binder shall be maintained by the Union.

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 Any dispute involving the application, interpretation or alleged violation of this Agreement may be made the subject of a grievance and an earnest effort shall be made to settle such a dispute fairly and promptly in the following manner: At any step within the grievance procedure the employee may be accompanied by a steward.

- (a) The employee must first discuss the dispute with the immediate Manager.
- (b) If no settlement is reached, a grievance may be filed by the employee, with the assistance of the union steward, in writing to the Human Resources manager and a copy is to be submitted to the immediate manager providing this is done within seven (7) calendar days of the incident giving rise to the grievance. The Human Resources and immediate manager shall respond to the grievance in writing within seven (7) calendar days of its receipt.
- (c) The statement of the grievance shall identify the particulars of the grievance and the remedy sought by the grievor.

### **Step 2**

If a settlement is not reached, the employee will, in writing, request a meeting with the Director of Program Support. This request must be done within seven (7) calendar days of the reply from the immediate Manager and must be accompanied by a copy of the grievance. At this meeting, an employee may be assisted by a steward, if requested. The Director of Program Support shall respond to the grievance in writing within seven (7) calendar days of such meeting. The request for the meeting must be made within seven (7) calendar days however; the meeting does not have to occur within seven (7) calendar days. The parties confirm in writing the date of the meeting and this meeting will occur within fifteen (15) calendar days of the request for the meeting.

### **Step 3**

If a settlement is not reached, the employee will, in writing, request a meeting with the Executive Director or designee. This request must be done within seven (7) calendar days of the reply from the Director of Program Support and must be accompanied by a copy of the grievance. At this meeting either party may have such assistance as it deems necessary. The Executive Director or designee shall respond to the grievance in writing within seven (7) calendar days of such meeting. The request for the meeting must be made within seven (7) calendar days however; the meeting does not have to occur within seven (7) calendar days. The parties confirm in writing the date of the meeting and this meeting will occur within fifteen (15) calendar days of the request for the meeting.

The decision of the Executive Director shall be given in writing within seven (7) working days following the meeting.

### **Step 4**

Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 10, providing such submission is made within fifteen (15) calendar days of the last written disposition by the responding party.

9.02 Any grievance not initiated or processed within the time limits specified above shall be considered abandoned.

9.03 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

9.04 Discharge Grievance

Where an employee who has completed the probationary period, as determined by Article 11.01, feels that he has been unjustly discharged, the employee may file a grievance at Step 3 above within seven (7) calendar days of his notice of discharge.

9.05 Policy Grievance

Both the Union and the Employer shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation of this Agreement. However, a Union grievance shall not include any matter upon which an employee is personally entitled to grieve, unless the employee's grievance is common to a group of employees. The regular grievance procedure for a grievance particular to a single employee shall not be bypassed. A policy grievance shall be presented in writing to the authorized Union representative or the Executive Director, or their designates as the case may be, within seven (7) calendar days of the incident giving rise to the grievance. A reply to the grievance shall be given in writing within seven (7) calendar days.

The grieving party may then request a meeting as in Step 3 of the Grievance Procedure above, provided this is done within seven (7) calendar days of the other party's reply. Disposition of the grievance shall be made in writing within seven (7) calendar days following the meeting.

## **ARTICLE 10 - GRIEVANCE MEDIATION PROCESS & ARBITRATION**

10.01 The parties agree to implement a grievance mediation procedure in accordance with the following provisions:

- (a) Either party, with the agreement of the other party, may submit a grievance-to-grievance mediation at any time within ten (10) working days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
- (b) Grievance mediation will commence within twenty-one (21) working days of the grievance being submitted in mediation or such longer period as may be agreed upon by the parties.
- (c) No matter may be submitted to grievance mediation, which has not been

properly carried through the Grievance Procedure.

- (d) The parties shall agree on a mediator.
- (e) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be maintained and legal counsel shall not be used by either party unless agreed between them in advance.
- (f) If possible, an agreed Statement of Facts **will** be provided to the mediator in advance of the grievance mediation conference.

The mediator **will** have the authority to meet separately with either party.

**If** no settlement is reached within ten (10) working days following grievance mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of this Agreement. In the event that a grievance, which has been mediated subsequently, proceeds to arbitration, no person having served as a mediator may serve as an arbitrator. Nothing said or done by the mediator may be referred to through arbitration.

The Union and Employer will share the cost of mediation, if any.

- 10.02 Should the Executive Director fail to render his/her decision as required in Step Three or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, a grievance may be referred to arbitration by either the Employer or the Union, provided it is done within ten (10) working 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.
- 10.03 The recipient of the notice shall within ten (10) working days thereafter designate its nominee to the Board of Arbitration.
- 10.04 The two **so** nominated shall endeavor within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairperson within ten (10) days after the appointment of the second one of them, then either party may request the Minister of Labour for the Province of Ontario to appoint the third member and Chairperson of the Board of Arbitration.
- 10.05 The two arbitrators first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or 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.

- 10.06 No person may be appointed as the Chair of the Board of Arbitration who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 10.07 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own arbitrator and one half (112) of the expenses and fees of the Chairperson. No costs of any arbitration shall be awarded to or against any party.
- 10.08 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 Chairperson shall govern.
- 10.09 All agreements reached under the 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 Employees involved.
- 10.10 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 workplace 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 workplace.
- 10.11 In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite Board of Arbitration as herein before referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three alternative choices as to a sole arbitrator in addition to the party's nominee to a tripartite board. The recipient of the notice shall in reply, advise as to its nominee to tripartite board and three alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) working days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and failing such agreement, the regular arbitration procedure shall apply.

#### ARTICLE 11 - SENIORITY

- 1 001 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 within the assigned worksite and c) casual

employee has completed 300 hours or 9 months within the assigned worksite, or whichever comes first. All required training shall be completed by the employee prior to the completion of the probation. 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.

11.02 It is expressly understood that the extension of the probationary period will be subject to mutual agreement between the Association and the Union. The Employer shall advise the Union and copy the Chief Union Steward of the request to the extension. Extensions will not exceed three (3) months and are also not subject to the Grievance procedure.

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

(b) Parttime and casual accumulation of seniority

The seniority of a part-time and casual employee, who has completed the probationary period, shall date to the hours worked during their probationary period.

11.04 Promotions other than those considered by the Employer to be of a temporary nature, as outlined in Article 12.09, 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 individual groups, ability to work towards the goals and objectives of the person's individual program plan, and training of the employee 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. The name of the successful applicant will be posted and the information provided to the Union. The Employer will, if requested, discuss with the unsuccessful applicant, reasons for not being selected.

11.05 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. The existing transfer process shall include part-time employees. All employees may complete a transfer sheet to be considered for a transfer. Transfers are by seniority within the Association. Transfer sheets shall be updated upon the introduction of any new program. If any seniority is in question, an updated copy shall be provided



immediately to the employee and the Chief Union Steward.

- 11.06** 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 12 - JOB POSTINGS**

- 12.01** 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.
- 12.02** 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 90 calendar days from the first day that the position is filled on a temporary nature. The Union shall be notified of temporary reclassifications including service area.
- 12.03** It is understood that internal applicants will be given preference by seniority as of the time of posting prior to the Employer considering outside applicants for vacant positions.
- 12.04** It is understood that internal applicants will be considered those who have completed their probationary period plus an additional three (3) 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 three (3) months unless mutually agreed upon in writing by the parties. It is understood that this three (3) month provision does not apply to part-time employees who bid for vacancies that would increase the employee's hours of work.

### **12.05 Job Applications**

All applications received by Human Resources will be considered till 4:00 p.m. on the seventh (7) calendar day of the end of the posting procedure. In the event one or more employees apply, the Employer shall make a decision in accordance with Section 11.04 of this Agreement. If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

- 12.06** 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.
- 12.07** This section applies only to an employee who is promoted as a result of a job posting. If during the first eight (8) 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.

12.08 For the purposes of this Article, service areas shall be Residential, ARC, Life Skills, SEP and Preschool.

12.09 Temporary Vacancy

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 ninety (90) calendar days.

The duration of the temporary vacancy will not exceed the length of the primary employee's leave of absence.

Employees within the worksite working less than forty (40) hours per week, shall be given the first opportunity to fill the vacancy, in order of seniority, before offering the temporary contract as an agency wide job posting.

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

Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to ninety (90) calendar days duration by seniority within the worksite. When there is an extension of the ninety (90) calendar days, the Union will be informed.

12.10 Employees in a temporary vacancy will also receive:

- (a) vacation entitlement as outlined in Article 37.15, to be paid each pay period.
- (b) paid holidays that occur during the period of the contract, excluding Float Holidays.
- (c) The employer will pay health and insurance benefits as outlined in 40.01 after three (3) months of continued service for the remainder of the temporary full-time period.

12.11 Employer will not be required to repost if an employee vacates a position within the first two hundred (200) hours in the new position the Employer will

not be required to repost the position but may offer it to an applicant from the initial posting according to Article 11.04.

12.12 All changes to the work site of Full-time Support Workers will be considered transfers and will be based upon seniority. All employees will sign an acknowledgement of acceptance of transfer.

12.13 Temporary Assignment to Management

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 13 - SENIORITY LISTS**

13.01 The Employer shall supply the Union with a copy of an up-to-date seniority list four (4) times annually, January, April, July, and October; setting out the names of employees, the date of entry to the bargaining unit, their classifications and seniority ranking. Such list shall be prepared in order of seniority reflecting years of service for full time and hours of work for part time.

13.02 Transfer of Service and Seniority

A full-time employee whose status changes to a part-time shall receive credit for her full service and seniority converted to hours paid.

A part-time employee, upon obtaining a full-time position shall be granted one (1) year of seniority for each 2080 hours paid or portion thereof with the Employer.

13.03 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.

13.04 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 14 - LOSS OF SENIORITY**

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

- (a) voluntary resignations or retires. The employee will inform the Employer

of their intent to resign or of a change in their status of employment. If full-time employment continues benefit eligibility will in accordance with our current benefit carrier.

- (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;
- (9) failure to notify the Employer of intention to return to work within three (3) working days of being notified of recall by registered mail or failure to return to work within ten (10) 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.

14.02 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.

14.03 When an employee resigns from his/her position, the resignation shall be in written form. An employee may tender their resignation electronically. In the event the employee wishes to retain their employment status and seniority the written notification shall indicate his/her desire to continue working as a part-time/casual employee. Otherwise the employee has deemed to resign from her position.

The Employer shall notify the Union of the desire for the full-time employee to continue as part-time/casual.

## **ARTICLE 15 - LAY OFF**

15.01 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. The Union and the employee shall be notified of a lay-off in accordance with the Employment Standards Act. The Union will be advised in writing.

15.02 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 (1) calendar week following the notification of lay-off. Employees failing to do **so** will be deemed to have accepted the lay-off.

### 15.03 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 (6) 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.

#### 15.04 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 16 - RECLASSIFICATION/PROMOTIONS**

#### 16.01 Promotions

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

From	To
Part-time Support Worker Reduced Full-time Support Worker	Full-time Support Worker Full-time Night Support Worker Full-time Sleep/Awake Support Worker/ Resource Consultant Full-time Support Worker
Full-time Sleep/Awake Support Worker	Full-time Night Support Worker Full-time Passages, Pre-school Integration

For the Associate Family Home program and Employment Services employees will be required to have specific qualifications and when new positions are introduced or vacancies occur, the job posting provision will prevail.

#### 16.02 Permanent Reclassification

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

#### 16.03 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 17 • LEAVE OF ABSENCE**

- 17.01 (a) 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 three (3) weeks notice, in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the service area. To be eligible for a leave of absence, the employee must have completed their probationary period. Applicants when applying must indicate the date of departure and specify the anticipated date of return. The Employer will respond in writing to **LOA** request within fourteen (14) calendar days.
- (b) 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.
- 17.02 If Leave of Absence is granted, the employee shall be advised in writing with copy to the Union.

- 17.03 Employees who are on Leave of Absence will not seek 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. If the employee is gainfully employed prior to the leave the employee will inform the Employer prior to seeking approval from the Employer.
- 17.04 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.
- 17.05 When a leave of absence of up to twelve (12) months has been approved, the Employer will reinstate the employee to the same work location.

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

- 18.01 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 40.05, 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.
- 18.02 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 19 - LEAVE OF ABSENCE PREGNANCY**

##### **19.01 Pregnancy and Parental leave**

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

##### **19.02 Pregnancy Leave**

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the



Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least four (4) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

19.03 An employee who does not apply for leave of absence under Article 19.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 19.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his/her opinion, delivery will occur or the actual date of her delivery.

19.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

19.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions or if the permanent position has been eliminated a comparable position will be offered.

- 19.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 19.05.
- 19.07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used.
- 19.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 19.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 20.01 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing that she intends to take parental leave.

## **ARTICLE 20 • PARENTAL LEAVE**

### **20.01 Parental Leave**

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph(c) above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.

- (e) For the purposes of parental leave under Article 20.01 Parental Leave, the provisions under 19.01, 19.04, 19.05, 19.06, 19.07, 19.08 and 19.09 shall also apply.

#### **ARTICLE 21 - FAMILY MEDICAL LEAVE**

21.01 In accordance with the Employment Standards Act employees shall be granted an unpaid Family Medical Leave to provide care or support to certain family members for a serious medical condition. Copies of the pertinent section of the Act will be provided by the Employer upon request.

#### **ARTICLE 22 - PERSONAL EMERGENCY LEAVE**

22.01 In accordance with the Employment Standards Act employees are entitled to take an unpaid Personal Emergency Leave. Copies of the pertinent section of the Act will be provided by the Employer upon request.

#### **ARTICLE 23 - PAID EDUCATIONAL LEAVE**

23.01 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. All costs associated in taking the course will be covered by the employer. A leave of absence without pay shall be granted to an employee where such course is required by an applicable legislation.

23.02 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.

23.03 The Employer shall pay mileage as per Article 43.05.

23.04 The Employer will consider requests for unpaid educational leave.

#### **ARTICLE 24 - LEAVE OF ABSENCE FOR UNION BUSINESS**

24.01 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.

**24.02** 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 25 -JURY AND WITNESS DUTY**

**25.01** If an employee is required to serve as a juror in any court of law, attend jury selection, 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 26- BEREAVEMENT LEAVE**

**26.01** 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. The employee shall be granted up to **4** days to a maximum of **32** hours without **loss** in wages.

- (a) An employee who has completed the probationary period.
- (b) An Employee 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 days, provided they notify their manager sufficiently in advance to allow for suitable substitute arrangement to be made, if necessary.

- i) In the event an employee cannot attend a funeral because of distance to be traveled, etc. they will only be allowed up to ~~two~~ days off with pay.
- ii) Spring Interment  
In the event of a spring interment, an employee may save one of the days identified above without loss of pay to attend the interment.
- (d) Only such time as is required to fulfill the above obligation on workdays, which the employee would otherwise have been scheduled to work shall be paid for up to a maximum of eight (8) hours per day.
- (e) 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.
- (f) An employee will not be eligible to receive payment under the terms of this Article for any period in which they are receiving payment for sick time, statutory holidays or WSIB.
- (g) Given the nature of the work involved bereavement leave is not to be used by an employee when the significant individual is the person who is supported 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 27 - HOURS OF WORK**

**27.01** 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.

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

### **27.03 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 an awake night shift which begins on or

after 11:00 p.m. the following shift premium will be paid:

Thirty-five (35) cents per hour

27.04 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.

27.05 Not Being Able to Report to Work

There may be circumstances that are beyond the employee's control which result in the employee's not being 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. Fulltime employees may request the payment of an equivalent amount of earned lieu time, float days.

**ARTICLE 28 - RELIEF PERIODS**

28.01 An employee will be allowed a paid thirty- (30) minute meal period per shift at the same time as the people we support for the noon and evening meals. Each employee is required to be on hand during this paid lunch and to provide supervision for the people we support as may be required.

28.02 An employee shall be entitled to a rest period of fifteen (15) minutes in each half of the shift where practicable and will not unduly affect the operations of the Employer. The time is not guaranteed and is not cumulative.

28.03 In service areas where employees are expected to model appropriate meal skills with the people we support 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 29 - OVERTIME**

29.01 Banking Overtime

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 %) of the regular rate of pay when such overtime is regular work within the Employer's facilities.

All part-time and casual employees that work hours in excess of eighty-eight (88) hours over a two-week period will be eligible for overtime, unless mutually agreed upon, and shall be paid for at time and one-half (1 %) of the regular rate of pay when such overtime is regular work within the Employer's facilities.

Employees may elect to be paid one and one-half (1 %) times their hourly rate or "bank" the equivalent time. This applies to overtime that is offered by the Employer and accepted by the employee as outlined in Article 29.06.

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

**29.03** 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.

**29.04** Maximum Hours Worked re Overtime

- (a) Employees shall work only a maximum of sixteen (16) consecutive hours at any one time, or in a twenty-four (24) hour period. If an employee works the maximum of 16 hours, for two consecutive twenty-four (24) hour periods, the employee shall not be scheduled to work for at least eight (8) hours immediately following the last shift worked and shall work no more than eight (8) hours in the next twenty-four (24) hour period.
- (b) An employee cannot exceed working more than forty (40) hours in a seventy-two (72) hour period in accordance with Article 29.05(a).

**29.05** If a full-time employee accepts an overtime shift, it shall not be cancelled by the Employer.

**29.06** 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.

**29.07** Overtime

When the Employer directs an employee, regardless of classification to work above eight (8) hours per day, this work is deemed mandatory overtime and the employee will be paid at time and one-half (1%) for all extra hours worked.

**29.08** Shift Exchange

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, **do so** with another appropriately qualified employee preferably from the same service area. If an employee initiates a shift exchange, overtime rates will not be applicable.

## ARTICLE 30 -WORK SCHEDULES

- 30.01 All full-time, part-time and casual employees will be scheduled by the Employer in accordance with the requirements of the Employer given the people we support in the homes and program needs.
- 30.02 The manager of a program, or designate, will post a four (4) week schedule in each worksite. The commencement of each four (4) week schedule will coincide with pay periods for financial purposes. These dates will be posted in each worksite in the scheduling binder.
- 30.03 The employer agrees to post six weeks prior to the Christmas schedule a sign up sheet whereby the part time and casual staff shall identify their preference of the stat day shift during this period. The Christmas Stat shifts will be awarded in accordance to agency seniority.
- 30.04 Five days prior to the posting of the schedule all full time, part time and casual employees will submit any requests for time off to the program manager. These dates of submission will be posted in each worksite in the scheduling binder.
- 30.05 All part-time and casual employees will be required to work statutory holidays in addition to their posted forty (40) and sixty-four (64) hours per pay period. Each part time/casual employee may request two (2) statutory holidays off per year.
- 30.06 Mandatory Training for Parttime and Casual Employees
- All part-time and casual employees will be scheduled to attend all mandatory training in addition to the posted forty (40) and sixty-four (64) hours per pay period.
- 30.07 After the final schedule is posted, all open and available shifts will be made available to part-time and casual employees in order of seniority within the service area, prior to filling the available shifts outside the service area.
- 30.08 The Employer will arrange work schedules so that each full-time employee will be scheduled off every weekend and all statutory holidays. Any full-time employee who works a statutory holiday as a result of a shift exchange will be paid for the holiday at the rate of one and one-half (1 1/2) times his/her regular rate of pay.
- 30.09 It is understood that full-time awake/overnight support workers are separate classifications for scheduling and vacation purposes only and will not rotate into day and afternoon shifts.
- 30.10 (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.

- (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 eighty (80) hours during the posted four (4) week work schedule.
- (c) It is understood that a casual employees will be scheduled to work a minimum of eight (8) hours but no more than twelve (12) hours per week.
- (d) It is understood that an occasional worker is required to work twelve (12) shifts per year when work is available. There cannot be a time period greater than sixty (60) days between shifts.
- (e) If the work is unavailable in the assigned worksite of the part-time employee, the employee may reduce their work hours during the period when the work is unavailable, if mutually agreed upon between the employee and the Employer.

During such a period, the part-time employee may work less than forty (40) hours per pay period without compromising their part-time status.

#### 30.11 Lieu Time

The employer agrees that from time to time employees may be required to work beyond their scheduled hours to complete a task which is not to be considered overtime but known as lieu time.

Lieu time shall be compensated as straight time and will require prior approval of the employer.

Time off or payment may be taken within ninety (90) days from the date the lieu time was earned. If the lieu time is not used it will be paid out at the current rate of pay.

Lieu time may be accrued in fifteen (15) minute increments and shall be rounded to the closest fifteen (15) minutes.

### **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 verbally or by message left at the employee's residence at least two (2) hours 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.
- (d) If an employee completes their assigned task in less than four (4) hours, the employee may choose to either leave and receive pay for hours worked or stay for the remainder of the shift.

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 payday 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 shall be paid for each pay period including any overtime or premium pay due to the employee for such pay on the Thursday one week after the 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.

32.04 If a payroll error occurs due to the Employer and causes a shortage of pay for an employee, a cheque for the shortage amount shall be issued upon request of the employee, no later than the next business day.

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

33.01 For the same period of time, an 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 25.

#### **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 (1) to two (2) 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 -RETROACTIVE PAYMENT**

35.01 Retroactive Payment

Retroactive payment is to be paid on all hours paid and will be paid within 30 days after ratification on a separate payroll.

#### **ARTICLE 36 - PAID HOLIDAYS**

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

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

Three (3) Float holidays on a day to be mutually agreed upon.

Family Day: The parties agree Family Day will replace Easter Monday. Employees may elect to take Easter Monday as a lieu day or a day without pay.

36.02 It is understood that employees who terminate their employment or are terminated will not be entitled to pay for unused Float holidays. Employees earn

the two- (2) Float holidays between their date of employment and anniversary of the start date. Float holidays are to be used in the same time period as vacation (April 1 to March 31). The two- (2) float days cannot be carried over into the next year by the employee, except in extenuating circumstances and with the written approval of the Employer.

- 36.03 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.
- 36.04 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.
- 36.05 Any full time 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 twenty-eight (28) days immediately preceding such holiday.

These earnings will be paid to such employees in April and October of each year.

- 36.06 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.

New Holiday Scheduling – Part Time Employees to receive one and one-half (1-1/2) times his/her regular rate of pay when working on Dec 25<sup>th</sup>, Dec 26<sup>th</sup>. Regular pay will be provided for Dec 27<sup>th</sup>, Dec 28<sup>th</sup>. The understanding is that Part Time and casual will still need to work.

- 36.07 If one of the above-named holidays occurs on an employee's regular day off, the employee shall receive an additional day off in lieu thereof within ninety (90) days after 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 36.05 above.
- 36.08 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 37.15 of this Agreement.

## **ARTICLE 37 - VACATIONS**

37.01 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.

37.02 The approved annual vacation schedule for all full-time and reduced full-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>

37.03 The period of thirty (30) calendar days to fifteen (15) 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.

- (a) The Employer will post a vacation-planning calendar at 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 to March 31. Full-time, reduced full-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.

Part time employees may request vacation in units of one day or all inclusive to the extent of vacation credits owing to the employee.

- (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 full vacation entitlement as per Article 37.09. This sequence will be repeated until all employees have selected their vacation entitlement for the year. Float days can be booked at the time of vacation following completion of the annual vacation selection by all staff.
- (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.
- (d) ARC Industries shall shut down the last week in July and the first (1<sup>st</sup>) week in August. In addition, a shut down may also occur during the Christmas holiday season at other work sites. Full time employees may elect to take vacation time or work at another worksite during the period.

- 37.04 The Employer shall approve and schedule vacations subject at all times to ensure continuity of care and efficient operation of the Association.
- 37.05 The vacation-planning calendar will be separate for each classification and vacation booking will be done within each classification.
- (a) The Employer will schedule vacations to ensure that at least a minimum of:
- (i) awake overnight full-time staff approved as per program needs in their area
  - (ii) sleep/Awake overnight full-time staff approved as per program needs in their area
  - (iii) one (1) full-time staff approved off at a time at locations between 1-4
  - (iv) two (2) full-time staff approved off at a time at locations 5 and over
  - (v) two (2) part-time/casual staff at locations with 10 and over (casual staff must take time off in blocks of time)
  - (vi) one (1) part-time/casual staff at locations with 9 and under (casual staff must take time off in blocks of time)
- (b) It is understood that a minimum of one (1) full-time staff in classification 1 in each service area with employees in this classification are scheduled to work during the vacation approval process
- 37.06 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.
- 37.07 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.
- 37.08 Employees can request vacation after six (6) months of continuous full-time employment.
- 37.09 All vacation accrual earned, prior to the commencement of this collective dated, June 14, 2005 will remain status quo. All future vacation entitlement will accrue at the following increments:

Completed Years of Service	Weeks of Vacation
1	2
3	3
5	4
7	5
17	6

**37.10** 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.

**37.11** 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.

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

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

**37.14** An employee requesting more than three (3) consecutive weeks of vacation will require written approval from the Employer.

**37.15** Part-time employees bank their vacation earning at a rate of 4%. Part-time employees who have completed three (3) years of service shall bank their vacation earnings at a rate of 6%.

The Employer agrees to pay out the vacation pay in July and December of each year.

**37.16** 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.

**37.17 (a)** 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 part-time employees may request off 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>.

- (b) When part Time receive 6% they also receive 3 weeks vacation under the conditions in part (a). Part Time will only be able to take 2 weeks of vacation together at a time.

37.18 Scheduling of Statutory holidays for part-time will be done first within the base program. Remaining will be offered to the available staff assigned from other service areas to the base program. All shifts will be assigned based on agency seniority.

### **ARTICLE 38 - SICK LEAVE**

38.01 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 reduced full-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 $\frac{1}{4}$ ) days per month. Reduced full-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.
  - i) Any employee who accumulates one hundred twelve (112) hours or fourteen (14) sick days in any twelve (12) month period receives a \$200.00 monetary incentive.
  - ii) Any reduced full time employee who accumulates eighty-eight (88) hours or eleven (11) sick days in any twelve (12) month period receives a \$150.00 monetary incentive
  - iii) Any part time employee who does not have any sick time in a twelve (12) month period shall receive a \$100.00 monetary incentive.



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

### **ARTICLE 39 - MEDICAL CERTIFICATES**

39.01 A medical doctor's certificate required by the Employer from a specific doctor for any reason shall be paid for by the Employer to a maximum of \$17.00 as well as any time spent during normal working hours to obtain such certificate.

39.02 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, or float holiday to receive pay for the absence from the work site.

### **ARTICLE 40 - HEALTH AND INSURANCE BENEFITS**

40.01 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 3 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 3 years. Use of Drug Card with two features, pay direct and generic substitution. The Employer will pay up to \$9.00 towards the dispensing fee per prescription.
- (d) Vision Plan: In addition to the three hundred (300.00) dollars vision coverage, the employer agrees to pay for one (1) eye examination every 24 months at the customary rates.

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

New The benefit plan will include \$750.00 in paramedical 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.

For reduced full-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).

- 40.02 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.
- 40.03 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.
- 40.04 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 twelve (12) months. The Association will pay the 100% of the benefits for the first ninety (90) days and 50% for the remainder of the year. If the employee chooses to pay 50% towards the cost of the benefits they must provide **post** dated cheques to the Employer.
- 40.05 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.
- 40.06 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 thirty-five (35) weeks when substantiated by a Medical Doctor's Certificate.
- 40.07 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 (15<sup>th</sup>)** day of each month if so arranged with the Employer.
- 40.08 **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.
- 40.09 The terms of the policies and the rules and requirements of the various carriers of these employee benefit plans shall govern.
- 40.10 Should the Employer's Sick Plan qualify for a rebate in the Employment Insurance Premium paid, the employees agree to forego their share of such rebate in favour of the Employer due to increased employee benefits.
- 40.11 Health and Insurance items that have been de-listed by the government are not automatically covered under the group health benefit plan and will be dealt with

on an individual basis by the Insurance Carrier.

The Employer will provide cancer critical illness benefits for Full Time staff.

#### **40.12 Benefits - Age 65 and Older**

Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- First two weeks of the short term sick leave
- Reduce life insurance by 50%
- Extended Health  
Vision Care  
Dental
- Hearing  
Prorata Formula

In any event, once an employee reaches age 70 and he/she continues to be Employed.

Age 65 but less than 70:

Life Insurance is reduced by 50%. Weekly Indemnity is eliminated.

Age 70 or older:

All benefits covered are eliminated.  
All sick leave coverage is eliminated.

#### **40.13 Full Time Employee Assistance Program**

The Employee Assistance Program will be available to all full time employees

### **ARTICLE 41 - PENSION PLAN**

41.01 For each full-time and reduced full-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 5% of the wages to employees who wish to contribute to the Pension Plan.

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

42.01 The Employer agrees to provide protective clothing and glasses or any other additional clothing where required and based on program needs.

In the case where an employee actively participates on a weekly basis in the support of an individual and a swimsuit is required the employer will provide a thirty (30.00) dollars reimbursement annually.

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 Twinrix vaccination protects against Hepatitis A & B is mandatory to all employees. As a requirement of the job, all employees shall 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 A & B.

42.03 The Employer shall 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 an individual's action or equipment failure or malfunction based on the purchase price of the item that requires replacement due to incidents in the workplace. Damage must be validated through proper documentation at the time of the incident. It is the responsibility of the employee to provide documentation 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 fifty (50) dollars 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 .44 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 is not a requirement of the job. This excludes the

following service areas: SIL, Employment Services and Preschool. The Employer may designate other service areas as work sites that require the use of a personal automobile following discussion with the Union.

- 42.06 Rider 6A Insurance Clause states "Volunteer workers, social workers and similar activities that involve the occasional transportation of "clients" do not need OPF 6A, if they are simply provided with a mileage allowance or other minor form of remuneration for such incidental activity."

### **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 people we support 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 and in writing.

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

- 44.01 The Employer will maintain a minimum total of 65 positions. 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 65 or more.

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

44.02 The total number of full-time employees includes Support Workers, Awake Night Support Workers and Sleep/Awake 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

**NEW ARTICLE 48 -- Bonus**

Signing Bonus

The Employer agrees to pay the following as a signing bonus 2 pay periods after ratification.

Full Time	\$200.00
Part Time	\$150.00
Casual	\$80.00

Christmas Bonus

The Employer for the year December 2010/2011 will pay the following Christmas bonus.

Full Time	\$200.00
Part Time	\$150.00
Casual	\$80.00

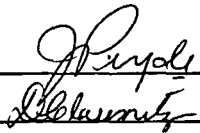
**ARTICLE 49 - RENEWAL, AMENDMENT AND TERMINATION**

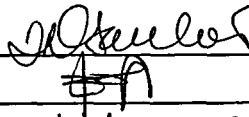
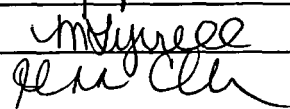
- 48.01 This Agreement shall be effective from April 1, 2010 and shall continue in effect until March 31, 2012 and shall continue automatically thereafter unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 48.02 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.
- 48.03 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.
- 48.04 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 17<sup>th</sup> day of August, 2010.

COMMUNITY LIVING BURLINGTON

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 1  
CANADA

  
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SCHEDULE "A"  
CLASSIFICATIONS AND HOURLY RATES OF PAY

Full-time and Reduced full-time Employees

January 1, 2010

Steps	Full Time	Part Time
Start	20.81	17.84
Probation		18.36
Year 1	21.56	20.02
Year 2	22.56	
Occasional		17.81
Sleep/Awake Night Support Worker		15.95

January 1, 2011

Steps	Full Time	Part Time
Start	21.04	18.02
Probation		18.54
Year 1	21.79	20.22
Year 2	22.79	
Occasional		17.99
Sleep/Awake Night Support Worker		15.95

Full-time and Reduced full-time Employees

March 31, 2011 ■

Steps	Full Time	Part Time
Start	21.15	18.11
Probation		18.64
Year 1	21.90	20.32
Year 2	22.90	
Occasional		18.08
Sleep/Awake Night Support Worker		16.03



**Full-time and Reduced full-time Employees**

**January 1, 2012**

<b>Steps</b>	<b>Full Time</b>	<b>Part Time</b>
<b>Start</b>	<b>21.38</b>	<b>18.11</b>
<b>Probation</b>		<b>18.64</b>
<b>Year 1</b>	<b>22.13</b>	<b>20.32</b>
<b>Year 2</b>	<b>23.13</b>	
<b>Occasional</b>		<b>18.08</b>
<b>Sleep/Awake Night Support Worker</b>		<b>16.03</b>

## PAY EQUITY FUNDING

The Employer and the Union will develop a Memorandum of Agreement to revise the current wage rates based upon pay equity funding. Pay equity increases have been incorporated into the pay schedule "A" and will be met for part-time and casual by January 1, 2012 if the Employer receives an increase in pay equity funding. from the Ministry of Community and Social Services. The pay increases will be as follows which will satisfy pay equity years 2007 and 2008.\*\*Take Out\*\*"

### **2011 –Effective January 1, 2011**

Full-time Support Workers	.23 per hour
Part-time and Casual Support Workers	.18 per hour
Occasional Support Workers	.18 per hour
Sleep/Awake Support Workers	. (met p/e)

### **2012 –Effective January 1, 2010**

Full-time Support Workers	. 23 per
hour Part-time and Casual Support Workers	(met p/e)
Occasional Support Workers	. (met p/e)
Sleep/Awake Support Workers	. (met p/e)

**LETTER OF UNDERSTANDING 1**

**PEOPLEWE SUPPORT WITH AGGRESSIVE BEHAVIOUR**

This will confirm the understanding of the parties with regard to the individuals we support that may exhibit aggressive behaviours:

Community Living Burlington is committed to supporting individuals who may exhibit verbal and/or physically aggressive behaviours. It is understood that these behaviours may be self- injurious, injurious to others or may cause environmental damage.

The Employer will make every reasonable effort to identify individuals with aggressive behaviours and other risk factors prior to providing support. This will be included in the caution area of the Individualized Information Sheet and the individuals Plan of Care. These will be readily available to all staff directly responsible for the individual's support.

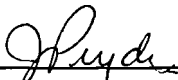
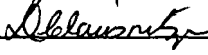
The Employer recognizes the concerns of those employees required to support individuals exhibiting aggressive behaviours. The Employer will develop and maintain a program for employees that will include training, protective equipment, emergency back-up systems, regular and timely case conferences for the relevant members of the individual's support team. The Employer will determine the relevant members of the support team and will ensure information is distributed to all employees required to support the individual. When required the program will also include behaviour management program development, training of employees in the affected program and consistent monitoring of the program. This Letter of Understanding will be reviewed bi-annually at Labour Management Meetings and this will coincide with the annual review of Agency Health and Safety Policies.

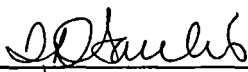

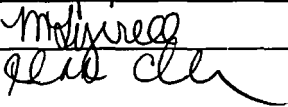
**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in the City of

Burlington, Ontario on the 17<sup>th</sup> day of August, 2010.

COMMUNITY LIVING BURLINGTON

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 1  
CANADA

  
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LETTER OF UNDERSTANDING2

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 17<sup>th</sup> day of August, 2010.

COMMUNITY LIVING BURLINGTON

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 1  
CANADA

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### VIDEO SURVEILLANCE IN THE WORKPLACE 3

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.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in the City of Burlington, Ontario on the 17<sup>th</sup> day of August, 2010.

COMMUNITY LIVING BURLINGTON

SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 1  
CANADA

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**LETTER OF UNDERSTANDING 4**

**WAGE RE-OPENER**

During the term of the collective agreement, the parties agree to discuss the distribution of any monies regarding any form of revitalization coming to the Association from the Ministry of Community and Social Services during the term of this agreement or its extension. Community Living Burlington will be bound by full disclosure to the Union for this purpose. If the parties are unable to agree, the matter will be referred to mediation/arbitration as per the Collective Agreement. The jurisdiction of the mediator/arbitrator will include disclosure, distribution of funds or any other issue in dispute relating to the above.

It is understood that this agreement is without prejudice to the Union's position that government funding is not a relevant factor in determining employee compensation at this Association.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement in the City of Burlington, Ontario on the 17<sup>th</sup> day of August 2010.

COMMUNITY LIVING BURLINGTON

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1 CANADA

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*[Signature]*

**Letter of Understanding#5**

Between

Community Living Burlington (the employer)

And

Service Employees International Union Local 1 Canada (the union)

Re: Social Insurance Numbers (SIN)

The employer shall issue a memo requesting employees to identify whether the employer can remit to the Union individual SIN's.

The parties agree if employees do not respond to the memo issued, the employee has not given consent to the employer to forward their **SIN**.

Dated this 17<sup>th</sup> day of August 2010 in the City of Burlington.

For the Union

For the Employer

[Signature]  
[Signature]  
[Signature]  
[Signature]

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[Signature]  
[Signature]  
[Signature]

**letter of Understanding #6**

Between

Community Living Burlington (the employer)

And

Service Employees International Union Local 1 Canada (the union)

Re: SEIU Benefit Trust Plan

The parties agree to set a meeting time to have a presentation on behalf of SEIU's Benefit Trust.

The meeting will provide information to both parties and discuss the merits of the SEIU Benefit Trust Plan.

Dated this *17<sup>th</sup>* day of *August* 2010 in the ~~City~~ of Burlington.

For the Union

*[Signature]*  
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For the Employer

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**Letter of Understanding #7**

Between

Community Living Burlington (the employer)

And

Service Employees International Union Local 1 Canada (the union)

Re: Scheduling Process for Part time/Casual Employees

Any issues or concerns related to part time scheduling at Community Living Burlington will be discussed at the Labour Management Meetings.

This will be a regular agenda item where any issues related to the process will be addressed.

Dated this 17<sup>th</sup> day of August, 2010 in the City of Burlington.

For the Union

[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Employer

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**Letter of Understanding #8**

Between

Community Living Burlington (the employer)

And

Service Employees International Union Local 1 Canada (the union)

Re: Day of Mourning

It is understood that the employer recognizes the importance of Health and Safety in the workplace. In a gesture of respect to workers nationwide that have been injured or have lost their lives in the workplace, the following will occur:

A memo will be distributed to each worksite on or before April 28<sup>th</sup> each year in remembrance to those workers.

Dated this 17<sup>th</sup> day of August, 2010 in the City of Burlington.

For the Union

[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Employer

[Signature]  
[Signature]  
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**Letter of Understanding #9**

Between

Community Living Burlington (the employer)

And

Service Employees International Union Local 1 Canada (the union)

Re: Staff Accompanying Individuals on Vacation

During the period of time that the individuals we support go on vacation, the staff accompanying them will be remunerated as follows:

Full time staff = 8 hours pay plus 4 hours lieu time in a 24 hour period Part

time staff = 8 hours pay plus 4 hours pay in a 24 hour period

Dated this day of, August 17<sup>th</sup> 2010 in the City of Burlington.

For the Union

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[Signature]

For the Employer

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