

COLLECTIVE AGREEMENT

between

COMMUNITY LIVING
ALGOMA

- and -

CANADIAN UNION OF
PUBLIC EMPLOYEES

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AND ITS LOCAL 1880



April 1, 2006 to March 31, 2007

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CUPE LOCAL 1880 and
COMMUNITY LIVING ALGOMA

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ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is:

- 1) to promote and maintain a harmonious relationship and to settle conditions of employment between the Association and the Union.
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
- 3) to encourage efficiency in operation and high quality of service to people supported.
- 4) to promote the morale, well being, and security of all the employees.
- 5) to provide the machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Association recognizes the Canadian Union of Public Employees and its Local 1880 as the sole and exclusive bargaining agent for all employees of the Association in the categories of Full Time, Part Time and Relief, save and except supervisors, persons above the rank of supervisor, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties.

2.02 Work of the Bargaining Unit

- a) In order to provide job security for Association employees in the bargaining unit, the Association agrees that no such employee shall be laid off or receive a reduction in normal pay because of work being sub-contracted, leased, assigned, conveyed or transferred to any other person or company.
- b) Both parties recognize the importance of volunteers and excluded employees paid via government sponsored grants to the operation of the Association and it is not the intent of either party to limit their use in the Association except where the job security of Association employees may be affected.
- c) Any grant position or government sponsored programs which the Association has access to, will first receive written approval from the Union before being used. If at the end of this grant period any new position is created, it will be posted within the bargaining unit and selection shall be made in accordance with Article 13.

2.03 No contract, written or oral, shall be entered into between an employee and the Association or any of its duly authorized representatives, on matters relative to hours of work, salaries, working conditions, promotions, demotions, or any condition affecting the welfare of the employees in general.

2.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Association.

ARTICLE 3 - DISCRIMINATION

3.01 The Association and the Union recognize the right of the employee to work in an environment free from personal harassment and discrimination. To this end the parties subscribe to the spirit and intent of the Ontario Human Rights Code and will cooperate in ensuring that the objectives contained therein are met. The employer recognizes its responsibility to maintain a discrimination-free work place.

In cases where harassment may result in the transfer of a staff, where possible it shall be the alleged harasser who is transferred. The staff who is harassed will not be transferred against his/her will.

3.02 The Association and the Union shall not discriminate against employees because they are or are not a member of the Union, or because of their Union activities.

3.03 Personal Rights

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor, which are not connected with the operation of the Employer.

3.04 Sexual/Personal Harassment Definitions

Sexual Harassment

Sexual harassment shall be defined as any comment and/or conduct of a sexual nature that undermines an employee's health, job performance, or work place relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- i) inappropriate touching, including touching which is expressed to be unwanted;
- ii) suggestive remarks or other verbal abuse with a sexual connotation;
- iii) compromising invitations;
- iv) repeated or persistent leering or other gestures;
- v) demands for sexual favours;
- vi) physical assault.

Personal Harassment

Personal harassment shall be defined as any behaviour which denies staff their dignity and respect, that is offensive to said staff, or that which causes personal harassment of another employee in carrying out the duties, or in the provision of his/her services in any form and at any level. This clause is not intended to prevent the Employer from exercising its management rights to supervise and provide performance feedback to employees. Personal harassment shall include, but not be limited to:

- i) repeated, intentional, offensive, threatening comments;
- ii) actions deliberately designed to demean and belittle an individual;
- iii) causes personal humiliation or embarrassment to an employee.

3.05 Procedure to Follow re: Sexual/Personal Harassment:

- a) If an employee believes that they have been harassed an employee should inform the person that the behaviour in question is unwelcome and at the time of the event document details complete with the time, date, location, names of witnesses.
- b) Refer to the applicable policy and procedures under Orientation and Working Conditions.
- c) Cases of sexual/personal harassment shall be considered as discrimination and shall be eligible to be processed as a grievance. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- d) Both parties agree that all procedures and results thereof will be dealt with in the strictest confidence.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that all management rights and prerogatives are vested exclusively with the Association and without limiting the generality of the foregoing, it is the exclusive function of the Association:
- a) to determine and establish standards and procedures for the care, welfare, safety and comfort of those receiving support and services of the Association.
 - b) to have the right to plan, direct, and control the work of the employees and the operations 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.
 - c) to maintain order, discipline, and efficiency.
 - d) to hire, to transfer, to lay off, to recall, to promote, to demote, to classify, to assign duties, and to discharge, suspend, or otherwise discipline employees for just cause.
- 4.02 The Association agrees that these rights shall be exercised in a manner consistent with the terms of this agreement and an employee or the Union's right to grieve. The Union agrees that the exercise of management rights in supervision and providing performance feedback to employees does not constitute personal harassment as set out in Article 3.04.

ARTICLE 5 - UNION MEMBERSHIP and UNION DUES

5.01 All employees of the Association covered by this agreement shall as a condition of employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

5.02 Check-Off Payments

The Association shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.03 Deductions

Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names of employees from whose wages the deductions have been made.

5.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Association shall type on the amount of the Union dues paid by each union member in the previous year.

ARTICLE 6 - NEW EMPLOYEES

- 6.01 a) The Association agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off. All newly hired employees will receive a copy of the Collective Agreement and the names and telephone numbers of the Union Group Executive.
- b) All new employee(s) shall be introduced to their Site Steward as part of the orientation process.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Association's Chief Executive Officer or their designate and CUPE Local 1880 Group Vice-President(s) and the CUPE National Representative.

A copy of any correspondence between the Association and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to CUPE Local 1880 Group Vice-President(s) and the CUPE National Representative.

ARTICLE 8 - UNION REPRESENTATION AND COMMITTEES

- 8.01 The Association acknowledges the right of the Union to select the following:
- a) One (1) steward and one (1) alternate from each programme unit location. (In the absence of either the steward and/or the alternate, the employee may contact the Group Vice President).
 - b) A Union Bargaining Committee of not more than five (5) employees, three (3) of whom shall be paid by the Association in accordance with Article 8.02 (c).
 - c) A Grievance Committee consisting of three (3) stewards.
 - d) Job Evaluation Committee, as referred to in Article 25, consisting of two (2) union employees, both of whom shall be paid by the Association in accordance with Article 8.02 (c).
 - e) Members on the Joint Health and Safety Committee as per the Terms of Reference of the Joint Health and Safety Committee.
- 8.02
- a) Representatives and members of the committees set out in Article 8.01 shall submit a written request for permission to be absent from their work at least seven days in advance of any absence from work to engage in those activities. Such permission shall not be unreasonably withheld.
 - b) The Union will advise the Association of the names of the stewards, Union Bargaining Committee and Grievance Committee in writing.
 - c) The Association shall pay employees their respective salaries for all regularly scheduled time while attending mutually agreed upon meetings as committee members of the Union or while engaged in the legitimate business of the Union subject to 8.02 (a).
 - d) The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Association.
- 8.03
- a) Labour/Management Committee
During the term of the Collective Agreement, the Union Bargaining Committee will participate with representatives of Management to form a Labour Management Committee which will have the jurisdiction to deal with issues as follows:
 1. Matters arising from the interpretation and application of the Collective Agreement.
 2. Constructive criticisms of all activities so that better relations shall exist between the Association and the employees.
 3. Improving and extending services to the public.
 4. Reviewing suggestions from employees relating to the operations of the Association.
 5. Developing and implementing a process for defining problems; developing viable solutions to such problems; and recommending the proposed solutions to their respective parties.
 6. Any other matters that the co-chairpersons' agree as appropriate for discussion and resolution.

b) Meetings

The Labour/Management Committee shall meet at the request of either party and at a mutually agreed time and place. An Association and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Notwithstanding Article 8.01 (b), up to five (5) members of the Union Bargaining Committee shall not suffer any **loss** of pay for time spent at meetings of the Labour/Management Committee.

Minutes of each meeting of the Labour/Management Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Copies of the minutes shall be distributed to the Committee members and a CUPE National Representative as soon as possible.

ARTICLE 9 - CLA BOARD MEETINGS

9.01 a) A copy of the minutes of the Board Meeting shall be mailed to the CUPE Local 1880 Group Vice-President(s) as soon as available.

b) The Association acknowledges that the Union shall be provided reasonable opportunity to address issues of interest at Board Meetings and agenda arrangements will be made through the Chief Executive Officer.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.01 It is the mutual desire of the parties that complaints or grievances shall be resolved as promptly as possible. Any difference between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable or an allegation that the agreement has been violated, shall constitute a grievance.

Grievances shall be dealt with in the following manner, provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute.

Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the Association has violated and shall include a statement of facts outlining in what manner the Association's interpretation of the clause is in dispute.

A Union Grievance Committee shall be established for the purpose of representing the grievor and processing the grievance at Step 2 through to arbitration. The Committee shall be comprised of three (3) employees of the Association plus the grievor's steward. The Committee shall have the right to have the CUPE National Representative accompany them beyond Step 1 of the grievance procedure.

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- 10.02 **Step 1** Before it can be considered a grievance, any complaint must first be discussed by the employee with the immediate supervisor. Such discussion must take place within five (5) working days of the date of the incident which gave rise to the complaint. The Employee shall provide a blank copy of the grievance form to the supervisor with the Step 1 box checked off. The supervisor shall reply in writing to the employee within five (5) working days of such discussion taking place. The employee may elect to be accompanied by a steward.
- 10.03 **Step 2** If the complaint is not resolved as a result of the discussions in Step 1, the employee may then submit the grievance in writing to the Manager of Human Resources copying their immediate supervisor within five (5) working days of the response received at Step 1. The grievance shall specify the article(s) which is/are alleged to be violated. The Manager of Human Resources will acknowledge receipt of the grievance and the day it was received. After a written grievance has been referred to Step 2, Association representatives shall not discuss the grievance, either directly or indirectly with the grievor without the consent of the Union. A meeting between the immediate supervisor, the Appropriate Senior Manager, the Manager of Human Resources, the employee and the Union Grievance Committee shall be arranged and held within ten (10) working days of receipt of the grievance. The Manager of Human Resources/Senior Manager's decision will be rendered in writing within ten (10) working days of the meeting.
- 10.04 **Step 3 - ARBITRATION** If the Union does not consider the grievance resolved at Step 2, they shall refer the grievance to the Manager of Human Resources within thirty (30) working days of the decision received at Step 2. Such notice of referral to Step 3 Arbitration shall include the name and address of the Union's nominee to the Board of Arbitration. The Association will then advise the Union in writing of the name and address of its nominee within five (5) working days of receiving the notice of referral.

The two nominees shall select a Chair of the Board of Arbitration on a rotational basis from the following Panel of Arbitrators:

Kevin M. Burkett
William A. Marcotte
Louisa M. Davie
Professor C. Gordon Simmons

The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions or any existing provision, nor to give decisions inconsistent with the terms and provisions of this Agreement.

The parties will equally share in the expenses of the arbitrator.

Within the time limits provided, either party may at any time following the answering of a grievance at Step 2, request a review of the issues surrounding the grievance. In an attempt to resolve the grievance dispute and avoid an arbitration hearing, the parties may mutually agree to the appointment of a Grievance Mediation Officer and/or to a meeting of the Association's Chief Executive Officer and Grievance Hearing Committee and the Union Grievance Committee and the CUPE National Representative

10.05 **Union Instituted Grievance**

The Union Grievance Committee may institute a grievance on behalf of an employee who has been suspended or discharged beginning at Step 2 of the grievance procedure.

10.06 **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs or when a group of employees, or the Union, or the Association, has a grievance, such grievances shall commence at Step 2 of the grievance procedure, provided the grievance is submitted within fifteen (15) working days of the incident occurring or when the grieving party ought to have become aware of the incident. Policy Grievances will be subject to the same time limits, as other grievances, as they may be processed through the steps to arbitration.

10.07 The time limits may be extended by mutual consent of the parties in writing.

10.08 For the purpose of this article a work or working day is defined as a regular work day from Monday to Friday, excluding statutory holidays.

ARTICLE 11 - DISCIPLINE

11.01 Employees and supervisors are encouraged to have open discussions on matters of concern as a means of resolving potential conflict.

11.02 Whenever a supervisor deems it necessary to meet with an employee on matters which may result in disciplinary action, the supervisor shall advise the employee of the purpose of the meeting and will provide sufficient time to allow the employee the option of being accompanied by their shop steward. The supervisor shall issue a written expression of dissatisfaction or a written notice of discipline concerning the employee's work within ten (10) working days of becoming aware of the circumstances giving rise to the discipline, or upon completion of an investigation into the circumstances. At the onset, the employee and the Union will be informed in writing as to the approximate duration of the investigation. Any meetings concerning the foregoing will be conducted in private, giving due regard to the dignity of the employee.

A copy of any letter or notice issued as a result of this procedure will be provided to CUPE Local 1880 Group Vice President(s) and the CUPE National Representative.

11.03 An employee shall have the right, upon reasonable notice, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. The employee's written response shall become a part of their permanent personnel record and will be produced at any time the documents in contention are presented for consideration.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of continuous employment starting from the most current date of hire in the bargaining unit and shall include employment with the Association prior to the certification or recognition of the Union.

12.02 Seniority List

The Association shall maintain a seniority list showing the employee's name, current classification and the date of hire. An up-to-date seniority list shall be sent to the Union and posted on all Bulletin Boards by January 31 and July 31 of each year.

The seniority list will be considered correct for all purposes unless the employee disputes its accuracy within three (3) calendar weeks from the date the list was posted. The employee must file a written notice to the Manager of Human Resources outlining the grounds of his/her objection. When proof of error is presented by the employee or their representative such error will be corrected, and when so corrected the agreed upon seniority date shall be final. No change in the seniority status, of an employee shall be made unless agreed to by the Union.

Once a seniority list has been finalized the only objections which will be considered against the next posted list shall be, objections relative to errors or omissions occurring since the date of the previous list.

An employee who was on an approved absence shall have three (3) calendar weeks, from their return to work date, to check their seniority date and put in an objection if necessary.

12.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first twelve (12) months of their employment. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement.

After completion of the probationary period, seniority shall be effective from the employee's most current date of hire. One (1) working day will be defined as one (1) scheduled day of work regardless of the number of scheduled hours of work per day.

12.04 Loss of Seniority

An employee's established seniority shall be considered broken, forfeited and employment terminated when such employee:

- (a) resigns
- (b) is discharged for just cause
- (c) is laid off for a period in excess of twelve (12) months
- (d) fails to return to work within seven (7) working days of being recalled.
- (e) the employee is absent for three (3) consecutive working days without notifying the Association

- (9) for relief employees: if they do not work six (6) shifts in any four-week schedule, provided shifts are offered. Extenuating circumstances (e.g., illness, death of immediate family) will be reviewed on a case-by-case basis by the employer; such determinations shall not be enforced in an arbitrary or discriminatory manner.

The Manager of Human Resources will consider an employee's request with reasons for an extension to the times allowed in Article 12.04 (c) and (d) provided such request is made within the time periods indicated.

12.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent.

An employee may be transferred to a temporary position outside of the Bargaining Unit for up to twelve (12) months. Such employees shall continue to pay union dues and receive all rights and privileges of the collective agreement. Upon returning to the Bargaining Unit, the employee will be placed in their former position. No employee shall discipline a member of the Bargaining Unit.

No employee shall be eligible for another temporary position outside of the Bargaining Unit, until they have returned to a Bargaining Unit position for a period of twelve (12) months.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Definition

It is agreed upon by both parties that, full time positions will be created wherever possible.

When a new position is created, or when a vacancy that is known to be four (4) months or more occurs; the Association shall notify the Union in writing and post a notice of the vacancy for a minimum of one (1) week so that all members will know about the vacancy or new position.

Positions shall be advertised within five (5) working days of the vacancy. Appointments from within the bargaining unit shall be made within three (3) weeks of the posting.

Staff will be prepared to accept the position when offered. All research on the position will be done during the posting period. The staff will first request the information from the site(s)* that they are applying to and if necessary staff will request and receive the information from the Human Resources Department. Once accepting a temporary posting, staff will not be able to apply for another posting until the lesser of the following occurs: a) staff are in the last four (4) weeks of their current temporary position; or b) staff are at the end of the fifth month of their current temporary position (will have a four week opportunity to apply for postings or return to their permanent position). While in a temporary position staff may apply for a posting which would be for a permanent position or if it is a temporary position of higher job classification. Unless there is a monetary gain, staff will be expected to remain in their current temporary position for 5 months.

When an employee returns to work from an absence such as: Maternity Leave, approved LOA, STD or LTD (less than 12 months), WSIB (less than 12 months), they shall return to their former position, site(s)* and except for LOA's they shall receive adjusted service credit as if they had worked. All staff affected by the filling of this temporary position will return to their former position and site(s)*.

*(s) will apply only when necessary to address the issues of short changes, split shifts and staff working varied shifts in a week, etc.

13.02 Job Postings

Postings shall contain the following information:

- 1) Nature and duties of position
- 2) Bona Fide Occupational Requirements
- 3) Hours of work
- 4) Salary; and
- 5) Location(s)* or site(s)*

*(s) will apply only when necessary to address the issues of short changes, split shifts and staff working varied shifts in a week, etc.

13.03 Bona Fide Occupational Requirements

The parties recognize that meeting the needs of people supported is of utmost importance. Therefore, the Association will establish bona fide occupational requirements which will be used to determine the acceptance of employees being assigned or transferred to positions within the bargaining unit. Such qualifications and requirements shall be those necessary to perform the job function and shall not be established in an arbitrary or discriminatory manner,

13.04 Appointment

In making staff changes, transfers, or promotion, appointments shall be made of the senior applicant meeting the bona fide occupational requirements criteria.

13.05 Promotions

Consideration for promotion may be given to an applicant who meets the bona fide occupational requirements criteria but does not possess the required qualification(s), but who was preparing to achieve the qualifications prior to the posting. Such an employee may be given a trial period to qualify within a reasonable length of time and to revert to their former position if the qualifications are not met within such time.

13.06 Outside Advertisements

No applications resulting from outside advertisements for any vacancy shall be considered until the application of present union members including laid off employees have been fully processed.

13.07 Trial Period

Trial Period applies to the successful applicant of a permanent lateral position. The successful applicant of a permanent lateral posting, shall be placed on a trial period for a period of **six (6)** weeks. Conditional on satisfactory service, the employee shall be declared permanent after the period of six (6) weeks.

The successful applicant shall be returned to their former position two (2) weeks following the trial period, if either (a) or (b) should occur during the trial period:

- (a) the successful applicant makes a written request to return to their former position, by the end of the six (6) week trial period, or
- (b) the successful applicant proves unsatisfactory in the new position, or
- (c) the successful applicant notifies the employer in writing that they will be remaining in the position and they choose to waive the remainder of the trial period.

Should the successful applicant return to their former position the Employer shall select the next available ranked qualified applicant in the original competition.

The successful applicant may notify the employer in writing at anytime within the 6 week trial period, that they will be remaining in the position and choose to waive the remainder of the trial period. The employer shall then agree to waive the remainder of the trial period.

Should the successful applicant return to their former position the Employer shall select the next available ranked qualified applicant in the original competition.

Training Period

Training period applies to the successful applicant of a permanent and different job classification. The successful applicant of a permanent posting, shall be placed on training for a period of six (6) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of six (6) months. Should the following occur during the training period:

- a) the successful applicant makes a written request to return to their former position, five months from, the start date or,
- b) the successful applicant proves unsatisfactory in the new job classification then the successful applicant shall be returned to their former position, wage, and salary rate, without **loss** of seniority.

13.08 Notification to Employee and Union

Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards.

13.09 Impact on Wages

- a) An employee who is promoted to a higher job classification, as listed in Appendix "A", will not suffer any **loss** in wages as a result of such promotion. Such employee will be paid at the first rate on the new classification which will provide an increase over the rate the employee was paid in the former classification.
- b) An employee moving to a job classification that bears the same rate as their existing job classification, as listed in Appendix "A", will be placed at the rate of the new job that is the same as their existing rate.
- c) (i) An employee who moves to a **job** classification paying a lesser rate of pay will move on the grid to the level that results in the smallest decrease in wages.
(ii) An employee who moves to a **job** classification (through a permanent **job** posting and has been declared permanent as per Article 13.07) paying a lesser rate of pay will move on the grid to the level that gives credit in accordance with the employee's adjusted service hours. This will only be applied if there is a grid increase.
- d) When an employee, in a temporary position, is returning to their permanent

position a), b), c) (i) and (ii) do not apply, the additional hours paid shall be applied to their permanent position.

- 13.10 a) When it is intended to move an employee from one unit to another, for a period of work in excess of two weeks, their supervisor will meet with the employee and their steward. The purpose of the meeting is to provide information concerning the employee's reassignment.
- b) Relief employees will be designated as having a primary location and all of these employees will be called for their designated location first and only when they are not available will employees with other primary designations be called.

13.11 Employees Returning from a Long Term Absence

When an employee has been absent from work due to Long Term Disability, long term illness, WSIB, etc., for a period of twelve (12) months, their position shall be posted as a permanent position. When the employee is able to return to work they shall displace the most junior employee at the site and in the position from which they left. Should there not be a more junior employee they shall go through the displacement process as described in Article 14.02 Lay Off by Seniority.

ARTICLE 14 - LAY OFFS AND RECALLS

14.01 Definition of Lay Off

Lay Off shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services.

14.02 Lay Off by Seniority

Both parties recognize that job security should increase in relation to seniority. A displaced employee confronted with layoff may displace the most junior employee (in a permanent position) on a higher wage scale occupation provided they have the bona fide occupational requirements to perform the job. Failing the opportunity to complete such a displacement, the employee will displace the next most junior employee (in a permanent position) on an occupation within their wage scale or on a lower wage scale on which they possess the bona fide occupational requirements and failing that, the displacement process will go to the next most junior employee (in a permanent position) and so on.

When a displaced employee is unable to displace any employee (in a permanent position), due to the lack of seniority, prior to choosing a relief position or lay-off, this displaced employee may elect to displace a junior employee holding a temporary position, if it exists. Should the employee choose to move to a relief position at the end of the temporary position, they shall have the right to choose the location, provided they have the bona fide occupational requirements to perform the job.

When an employee is to be laid off they may elect to displace as above, or accept the lay-off.

14.03 Recall Procedure

Laid off employees will be notified of any vacancies posted so that they may have an opportunity to apply.

It shall be the duty of all employee's to notify the Association promptly, in writing, of any change of address.

14.04 Notice of Lay Off

The Association shall give employees who are to be laid off as much advance notice as possible and in no case less than eight (8) weeks. The Association will make all reasonable efforts to place the employee in other positions for which they may qualify.

ARTICLE 15 - HOURS OF WORK

15.01 a) Definition of Employees

i) **Full Time Employees:**

A full time employee is defined as an employee who is regularly scheduled for the normal hours of work in Article 15.01 b).

ii) **Part Time Employees:**

A part time employee is defined as an employee who shall work according to a predetermined schedule, on a rotating basis, with hours as close to equalized as possible up to an average of twenty-four (**24**) hours per week. Any deviation from this will be mutually agreed upon by the affected employees on a site basis and agreed to by the manager. A part time employee may elect to participate on a replacement basis as a relief employee as defined in item (iii) of this Article.

iii) **Relief Employees:**

A relief employee is one who replaces a full time or part time employee at a site as and when required.

Relief hours worked shall not be used to establish an eligibility or entitlement which may be provided to full time employees as defined in item i) of this Article.

b) Hours of Work

The normal hours of work for full time employees are outlined on Appendix A.

Note: The parties recognize that the needs of the people supported and their families, to a large extent, regulate the scheduled hours of work of full time staff. Neither the Association nor the employees will alter this arrangement in an arbitrary manner. Positions affected by this Note will be denoted by an asterisk in the collective agreement.

c) It is recognized that particular programmes require employees to work normal hours other than those specified in Article **15.01 (b)**, and such arrangements will not be arbitrarily changed. Any overtime requirements will be paid for hours worked beyond eight (8) hours in the day and forty (40) hours in the week.

d) Lunch and Rest Periods

The current practice of paid or unpaid lunch and rest periods will not be arbitrarily changed.

e) Shifts

i) The night shift will be considered the first shift of the day.

ii) No full-time or part time employee shall be required to work a predetermined "split shift" which causes their work day to extend more than thirteen (**13**) hours from start to finish.

- iii) No employee shall be required to work any shift or portion thereof that is shorter than three (3) hours unless mutually agreed upon between the employee and the employer.

f) Exceptions

Notwithstanding the above, the parties agree that from time to time they may jointly agree to alter the work schedule or work week.

15.02 Overtime

- a) i) Time and one-half (1 1/2) shall be paid for authorized time worked in excess of the hours as stated in Article 15.01 b).
- ii) Employees who are not denoted with an asterisk in the collective agreement may choose to take authorized time worked in excess of the hours as stated in Article 15.01 b) as compensatory time. The calculations of such hours will be at time and one half (1 1/2).

Compensatory time:

- i) must not affect services to individuals;
 - ii) must not lead to replacement costs;
 - iii) must be taken within four (4) weeks of time worked upon mutual agreement between the affected employees and manager at that site, failing which the hours will be paid out to the employee as per Article 15.02 a) i).
- b) Where possible overtime opportunities shall be shared on a site basis among employees who normally perform the work on a rotating basis. Should an employee refuse such overtime opportunity then their name will go to the bottom of the list and the next employee will be asked. Such process will continue until an employee is found to work.

Employees who cannot work due to their already being scheduled for work shall not have their name moved to the bottom of the list but shall maintain status.

If compulsory overtime is necessary at a work site, then the junior qualified employee at the work site, will be required to work. If the junior employee has already worked an overtime shift that day the next junior employee on shift who has not already worked an overtime shift that day will work. A continued effort will be made to relieve the employee compelled to work.

15.03 Call Out

Any full time employee who is called out to work outside their regular scheduled working hours shall be paid for a minimum of three (3) hours at an overtime rate. A call out is defined by an employee being called at home to report to work.

ARTICLE 16 - SHIFT PREMIUMS - IF THE WORK REQUIRES THE EMPLOYEE TO WORK OUTSIDE OF THE NORMAL WORK DAY, AS DEFINED BY EACH PROGRAM/SITE, SHIFT PREMIUMS SHALL APPLY

16.01 Shift premiums will apply as follows:

- a) A shift premium of \$.25 per hour will be paid for all hours worked between 3:00 p.m. and 11:00 p.m.

- b) A shift premium of \$.30 per hour will be paid for all hours worked between 11:00 p.m. and 7:00 a.m.
- c) In addition to the above, a shift premium of \$.35 per hour will be paid for all hours worked on Sundays.
- d) In addition to the above premiums, employees who work "split shifts" shall receive \$.15 per hour.

Article 17 - SICK LEAVE

- 17.01 Full time employees will accumulate sick leave at the rate of one (1) day per month. Part-time staff shall be allowed to use sick time, which was earned while in a full-time position.

All medical certificates requested **by** the employer (includes medical certificates required for those who require a Class F license), shall be paid by the employer, upon providing the employer with receipt.

An employee is required to notify their home site as well as leave a voice mail message for their supervisor, of their intended absence, due to illness/injury three (3) hours (or earlier if known) before the commencement of their shift. Notification time for day shifts shall be determined/documented based on the specific site/programme needs, which shall not be greater than three (3) hours. Failure to **so** report will result in an absence without pay unless there are mitigating circumstances or an emergency, which are reasonable.

- 17.02 Employees will be permitted to use up to five (5) days of their accumulated sick leave each fiscal year, for the purpose of attending medical appointments with doctors or dentists or care for an ill family member who cannot care for themselves. Such medical appointments may be in respect of a member of the employee's family where the family member is unable to attend the medical appointment without assistance.

Requests for such absence, except in the case of emergencies, must be made at least **48** hours in advance. Where replacement staff are required, staff shall be required to take a minimum of three (3) hours.

- 17.03 Accumulated sick days ... maximum of eighty (**80**) days.

When the employer provides an STD or LTD application to the employee, the employer shall also provide a form to the employee, which shall indicate one of two choices.

- a) the employee's wish to supplement their claim with their sick credits or
 - b) the employee does not wish to supplement their claim with their sick credits.
- The employee must indicate their choice, at the time of application. Please note a separate form must be completed for each application. There shall be no retro activity for this process.

17.04 Promissory Note

Employees who are confronted with financial hardships while awaiting WSIB and WI claim settlements should refer to the procedure as outlined in the Human Resources Procedure HRP-PN-01, Policy No. 5.225.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 A leave of absence is permission granted by the Association to an employee to be absent from work without pay for a period not to exceed one year. The Association reserves the right to deny a request for a leave of absence.

18.02 An employee may request a leave of absence by applying in writing to the Manager of Human Resources. The employee will be advised in writing of the Manager of Human Resources' decision to grant or deny the leave.

Upon conclusion of the leave, the employee will be reassigned to the position which they formerly held or, in the event the position no longer exist, to any other available position in accordance with their seniority and qualifications.

18.03 Copies of all approved leaves will be forwarded to CUPE local 1880 Group Vice President(s).

18.04 Leave for Union Business

a) Notwithstanding Article 18.01 a Union Group Vice President may request a leave of absence for a member to transact union business. Requests for such leaves will be in writing to the Manager of Human Resources and will be submitted as far in advance as possible and at least one (1) week in advance of the start of the leave.

An employee shall receive the pay and benefits provided for in this Agreement for such leave, however, the Union shall reimburse the Association for all pay and benefits incurred during the leave. Such leave will be deemed as time worked and will not initiate an adjustment in service.

b) An employee elected or appointed for a full time position with the Union shall upon the request of the Union Group Vice President(s) be granted a leave to accept such position with the Union for a period of up to two (2) years. Such leave will expire ten (10) days after the day the employee ceases to hold the full time position.

18.05 Leave for Public Office

Notwithstanding Article 18.01, any employee elected to a public office shall be granted a leave of absence. Such leave will expire ten (10) days after the day the employee ceases to hold the public office to which they were elected.

18.06 Educational Leave

A full time employee with at least five (5) years' continuous employment may submit a written request to the Manager of Human Resources for a leave of absence for a period of up to one (1) year for the purpose resuming full time studies in a programme related to the employee's work with the Association.

18.07 Funeral Leave

A leave without **loss** of pay from the employee's regularly scheduled hours, up to a maximum of five (5) days shall be granted to an employee to make the arrangements for and/or attend the funeral of the employee's parent, spouse (common-law, same sex), and child.

A leave without loss of pay from the employee's regularly scheduled hours, up to a maximum of three (3) days shall be granted to an employee to make arrangements for and/or attend funerals for the following family members; sister, brother, grandparents, grandchild, mother-in-law, father-in-law, spouse's grandparents, brother-in-law and sister-in-law.

A leave without **loss** of pay from the employee's regularly scheduled hours, up to a maximum of one (1) day shall be granted to an employee to make the arrangements for and/or attend the funeral of the employee's aunt, uncle, niece, and nephew.

Funeral leave shall be taken within a two-week period from the death of the family member. Where there are unusual or unique situations, requests shall be made for an extension with the immediate supervisor. Such requests shall not be unreasonably denied.

18.08 Mourner's Leave

a) An employee may request a one-half (1/2) day leave of absence without pay for the purpose of attending a funeral as a pall bearer or mourner. Arrangements for such leave may be made through discussion with the Manager of Human Resources.

b) Where the family of a deceased employee requests pall bearers from the Union, the Manager of Human Resources may grant leaves of absence for up to six (6) pall bearers. Such leaves will not be unreasonably withheld, however due consideration will be given to the impact of the number of employees being away at one time. The employees will be paid by the Association and the Union shall reimburse the Association for all pay and benefits incurred during the leave.

18.09 Leave for Court Appearance

a) In the event that an employee is accused of an offence which requires a court appearance, they shall be granted a leave of absence without pay to attend court.

b) In the event that the employee is jailed while awaiting a court appearance, they shall be granted a leave of absence without pay.

c) An accused employee who is found guilty and sentenced, shall be removed from the

Association's records and employment. Such actions shall be at the Association's discretion.

18.10 Paid Jury Duty Leave

Leave of absence without **loss** of pay shall be given to an employee, other than an employee on leave of absence without pay, or under suspension, who is required to serve on a jury.

In such instances, the employee will receive full pay from the Association and in turn will turn over to the Association all remuneration, with the exception of meal, accommodation and travel allowances, received for jury service. The employee will present proof of service and amount of pay received.

18.11 Court Witness Duty Leave

Leave of absence without **loss** of pay shall be given to an employee, other than an employee on leave of absence without pay under Article 18.09 or under suspension who is required, by subpoena or summons to attend as a witness in proceedings resulting from their employment with the Association. In such instances, the employee will receive full pay from the Association and in turn will turn over to the Association all remuneration, with the exception of meal, accommodation and travel allowances, received for witness service. The employee will present proof of service and amount of pay received.

18.12 Pregnancy, Parental and Adoption Leave

The Association will provide pregnancy, parental and adoption leaves in accordance with the terms of the Employment Standards Act.

The employee shall give four (4) weeks notice in writing to the Manager of Human Resources. The procedure to be followed is outlined in the Human Resources Procedure, HRP-LA-02, Policy No. 6.210.

Accommodation of pregnancy is outlined in the Human Resources Procedures, HRP-HR-02, Policy No. 5.010.

While on leave, an employee shall retain their full employment status and rights and shall accumulate all benefits under this collective agreement, except that vacation entitlement for the year affected by the leave shall be prorated. The Adjusted Service Date will not be affected.

The minimum entitlement for Pregnancy, Parental and Adoption Leave, shall be as per April 95 Employment Standards Act provisions.

ARTICLE 19 - PAYMENT OF WAGES

19.01 Pay Days

The Association shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and their deductions. By September 30, 2006 each employee shall be provided each pay with an itemized statement of their vacation hours and sick leave credits.

The Association may not make deductions from wages or salaries unless authorized by statutes, court order, arbitration order or by this agreement.

ARTICLE 20 - AUTOMOBILE EXPENSE

20.01 a) Upon written authority, an employee may be permitted to use their personal car for travel in the performance of their job duties for the Association. Employees shall provide daily readings of mileage travelled on behalf of the Association.

b) Travel claims must be submitted for approval on the first (1st) day of each month showing the number of kilometres travelled on Association business for approval and reimbursement. Travel claims that are not received for approval within two (2)

months from the mileage being incurred, will not be paid unless there were mitigating circumstances.

- c) When the said vouchers are approved, the Association will pay a car allowance of \$.38 for each kilometre travelled on Association business. The Association agrees that where possible, payment for mileage will be made by the second payday of the month.
- d) The Association will not require any employee to transport people supported in their personal vehicle.
- e) When agency vehicles are available, they will be utilized.

ARTICLE 21 - PAID HOLIDAYS

21.01 The Association recognizes the following paid holidays:

| | |
|--------------------------------------|-----------------|
| Civic Holiday | New Year's Day |
| Labour Day | Good Friday |
| Victoria Day | Easter Monday |
| Canada Day (July 1) Thanksgiving Day | |
| Christmas Day | Remembrance Day |
| Boxing Day | |

21.02 a) An employee who is required to work and works on a paid holiday, shall be paid at time and one-half (1 1/2) their standard rate of pay in addition to their regular holiday pay.

b) When any of the paid holidays defined in Article 21.01 fall on an employee's scheduled day off, the employee shall be paid any statutory holiday pay to which they may be entitled.

21.03 Notwithstanding Article 21.02 (a), a full-time or part-time employee who is required to work and works on a paid holiday may request and obtain, with the permission of their supervisor, a day off with pay in lieu of holiday pay (lieu day). Such request must be made at least fourteen (14) days in advance of the holiday and include the date the lieu day will be taken which must be scheduled to be taken within ninety (90) days of the paid holiday at a time to be agreed upon by the employee and their supervisor. The manager shall send a written response back to the employee a minimum of five (5) days before the statutory holiday. Failing a scheduling agreement the lieu day will be paid as part of the employee's next regular pay.

21.04 To be eligible for payment of statutory holiday pay, full time employees must have completed three (3) months of service with the Association.

21.05 The payment of statutory holiday pay, as per Article 21.01, for part time and relief employees, shall be in accordance with the Employment Standards Act.

21.06 Statutory holiday pay shall be the equivalent of the employee's regular pay.

ARTICLE 22 - VACATION

22.01 Vacation entitlement will be calculated from the Adjusted Service Hours twice per year, as per chart in 22.06.

22.02 The Adjusted Service Date for full time, part time and relief employees, will be determined so as to reflect time absent from work without pay. Absences due to

Worker's Compensation, weekly indemnity, long term disability and sick leave shall be considered as paid absences.

- 22.03 An employee with less than one (1) year of service who has their employment terminated shall receive four percent (4%) of their total wages as pay in lieu of vacation.
- 22.04 If a statutory holiday is observed during an employee's vacation, the employee shall be allowed an additional vacation day with pay at a time mutually agreed to by the employee and their immediate supervisor.
- 22.05 Where an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction of vacation and such period of vacation shall be taken at a time mutually agreed by the employee and their immediate supervisor.
- 22.06 Vacation Scheduling
 Subject to meeting the operational requirements and people supported needs vacation scheduling preferences will be granted in accordance with an employee's adjusted service date. Once an employee has received approval for their vacation, it shall not be changed without the agreement of the employee and their immediate supervisor. The Employer will make reasonable accommodation for vacation changes or cancellation for extenuating circumstances.

| | | |
|--------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------|
| Submit Vacation Requests by: | February 28 th | August 31 st |
| Time Period: | April 1 st to September 30 th | October 1 st to March 31 st |
| How much must be booked? | A minimum of 2 weeks | Remainder of entitlement |
| How many weeks can be broken up to be taken as single days? | Two week during the year can be broken up and taken as single days | |
| Adjusted Service Report to be used: | Hours worked up to and including the first pay period in February | Hours worked up to and including first pay period in August |
| Vacation Schedule to be approved, finalized and posted by: | March 15 th | September 15 th |

Approval is based on adjusted service.

At December 1st if an employee has a vacation balance that exceeds their allowed vacation carryover, they shall meet with their supervisor by December 15th to schedule this excess vacation to be taken between January 1st and March 31st.

Reasonable accommodation will be made for the employee who has transferred, bumped or applied for a position. If reasonable accommodation cannot be provided, the employee coming into the site or programme will have to change their request. The employee should avail themselves of the vacation schedule from the appropriate manager or the Human Resources Department if the manager is not accessible, prior to exercising their right to apply for a position.

22.07 For all employees hired prior to November 1, **1994**.

- i) Employees with an adjusted service date that is greater than one **(1)** but less than four **(4)** years shall receive three (3) weeks vacation with pay.
- ii) Employees with an adjusted service date that is greater than four **(4)** but less than ten **(10)** years shall receive four **(4)** weeks vacation with pay.
- iii) Employees with an adjusted service date that is greater than ten (10) but less than fifteen **(15)** years shall receive five (5) weeks vacation with pay.
- iv) Employees with an adjusted service date that is greater than fifteen **(15)** but less than twenty (20) years shall receive six (6) weeks vacation with pay.
- v) Employees with an adjusted service date that is greater than twenty **(20)** years shall receive seven **(7)** weeks vacation with pay.

22.08 For all employees hired November 1, **1994** and after.

- i) Employees with an adjusted service date that is greater than one **(1)** but less than eight **(8)** years shall receive three (3) weeks vacation with pay.
- ii) Employees with an adjusted service date that is greater than eight **(8)** but less than fifteen **(15)** years shall receive four **(4)** weeks vacation with pay.
- iii) Employees with an adjusted service date that is greater than fifteen **(15)** but less than twenty-seven **(27)** years shall receive five (5) weeks vacation with pay.
- iv) Employees with an adjusted service date that is greater than twenty-seven **(27)** years shall receive six (6) weeks vacation with pay.
- v) In addition, in the year in which the employee reaches twenty-five **(25)** years of service, as of April 1 in that year, they will receive an additional one week of vacation in that year only.

22.09 Vacation

The purpose of this article is to clarify the application of Article **22.07** and Article **22.08** when it applies to Part Time and Relief employees.

“Vacation with pay” will be interpreted as: “The appropriate percentage of the previous year’s gross earnings.”

How this will be applied for Article **22.07**.

- Employees with an adjusted service date that is less than one **(1)** year, the percentage will be **4%** of the previous year’s gross earnings.
 - i) Employees with an adjusted service date that is greater than one **(1)** year but less than four **(4)** years, the percentage will be **6%** of the previous year’s gross earnings.
 - ii) Employees with an adjusted service date that is greater than four **(4)** years but less than ten **(10)** years, the percentage will be **8%** of the previous year’s gross earnings.
 - iii) Employees with an adjusted service date that is greater than ten **(10)** years but less than fifteen **(15)** years, the percentage will be **10%** of the previous year’s gross earnings.

- iv) Employees with an adjusted service date that is greater than fifteen (15) years but less than twenty (20) years, the percentage will be 12% of the previous year's gross earnings.
- v) Employees with an adjusted service date that is greater than twenty (20) years, the percentage will be 14% of the previous year's gross earnings.

The same ratio of percentage to weeks of vacation will be the same for Article 22.08.

22.10 Long Term Absent Employees

Employees whom have been absent from work due to Long Term Disability or WSIB from April of one year to March of the following year shall not be paid vacation pay. When the employee is able to return to work they shall resume their vacation entitlement with the appropriate adjusted service date given credit for time absent as if the employee had worked.

ARTICLE 23 - PENSION AND BENEFITS

23.01 Full time employees will be covered by the following benefits paid one hundred percent (100%) by the Employer:

- 1) Life insurance - 2 times salary to the nearest \$1,000; A.D. & D. - 2 times salary to the nearest \$1,000.
- 2) Extended Health Care Plan as per present plan.
- 3) Short Term Disability Plan - 66 2/3% of weekly earnings to a maximum of \$500/week to a maximum of seventeen (17) weeks.
- 4) Long Term Disability - 66 2/3% of monthly earnings to a maximum of \$2,500/month.
- 5) Dental Plan - 2002 O.D.A. rates. It is further agreed that the Employer will reimburse employees or directly pay their dentist for any additional charges, for the basic services, which may exceed the level of ODA coverage provided by the terms of this collective agreement. Upon providing employer with receipt within two months of expense, employee will be reimbursed.
- 6) Vision - \$200/24 months/family member

Pension Plan

Fulltime employees may choose to enroll in the pension plan. The Association agrees to match the employee's contribution of five percent (5%) of yearly salary towards the pension plan.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 a) When the Association is considering the introduction of technological change, they agree to notify the Union as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made.

24.02 b) Technological Change means any significant change in the introduction of equipment or material different in nature, type or quantity from that previously utilized.

Article 25 - JOB DESCRIPTION, CLASSIFICATION AND EVALUATION COMMITTEE

25.01 Each position under Article 2.01 for which the Union is bargaining agent shall be described and classified and agreed to by the Association and the Union.

25.02 The CUPE Local 1880 Group Vice President(s) will be notified of any changed job title or newly created job. When a job is substantially changed or a new position is created, a new job description shall be drawn up and classified at an estimated job class. The estimated job class and job description shall be finalized and a permanent job class established after the job has been in place for six (6) months. Should the Association and the Union not be able to agree on a description or classification for said position, it shall become the subject of a Policy Grievance.

25.03 Copies of job descriptions shall be kept up-to-date and be readily available to employees.

25.04 A joint Job Evaluation Committee consisting of two (2) members representing the Association and two (2) members representing the Union will meet as necessary to review job descriptions.

25.05 Full time employees who are the incumbent on a job which is reclassified to a lower rate shall have an out-of-line wage differential established for the period of time that they remain on that job until such time as any wage increase(s) submerge the out-of-line differential.

An out-of-line differential will not be established as a result of the re-estimation of a job classification which is awaiting finalization.

If an employee enjoying an out-of-line differential transfers to another position and then return to the original position in which they had established an out-of-line differential the balance of any out-of-line differential will be re-established.

Article 26 - NO STRIKES OR LOCKOUTS

26.01 During the life of this agreement, the Union agrees there will be no strike, slowdown, or picketing and the Association agrees there will be no lockout. Strike and lockout will be defined in the Ontario Labour Relations Act.

Article 27 - HEALTH AND SAFETY

27.01 The parties to the Collective Agreement shall work safely within the provisions of the Occupational Health and Safety Act. Wherever a superior provision exists in the most recent OHS Act, that provision shall apply. This application shall not null and void the remainder of the OSHA, December 1992 - Revision.

27.02 The Association shall provide training for the following:

- First Aid
- WHMIS**
- Protection **Skills**
- Abuse Training
- CPR – where the employer deems it necessary
- Immunization – where funding is available

Article 28 - General

28.01 People supported Needs

The Association and the employees recognize that they are required to meet the needs of the people supported. Therefore the Association will make every effort to ensure that adequate staffing is available to meet those needs.

28.02 Employee Protection

The Association shall provide legal counsel and protection of employees, who are being sued in the civil courts for reasons arising out of or during the performance of authorized Association duties, and shall pay for all costs arising there from.

28.03 Affiliation Fees

The Association shall pay for certification required by legislation to practice, under the auspices of professional association(s), for those Programme Staff requiring the certification to perform their jobs.

28.04 Boot Allowance

Employees completing the probationary period required by Article 12.03 and who were required to purchase safety boots for the performance of their duties, will be entitled to a payment of one hundred dollars (\$100.00). An additional payment will be made each year, on the anniversary date of the first payment, provided the employee remains in an occupation that requires the wearing of safety boots.

28.05 Modified Work

The parties agree that the Labour Management Committee will address the subject of modified work for injured employees.

28.06 "F" Class Driver's License

Employees working on a job for which they are required to maintain an "F" class driver's license, will have the time required for taking the examination paid for by the employer.

28.07 Dress Code

Employees agree to dress according to their position and type of work required.

28.08 Printing of Agreement

The Union and the Association shall share equally the cost of printing the Agreement, which shall be done within one (1) month of the signing of the Agreement. Each employee shall receive a copy of the printed Agreement.

28.09 Change In Personal Information

It is the employee's responsibility to promptly notify the Human Resources Department of any change in their status (e.g., address, telephone number, marital status, dependants, beneficiary, etc.) to ensure up-to-date personnel information is available for each employee.

Article 29 - TERM OF AGREEMENT

29.01 This agreement shall be binding and remain in effect from 01 April 2006 to 31 March 2007, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

29.02 Either party desiring to propose changes to this agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party, and a meeting shall be held at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

Movement on grid is upon the completion of actual hrs paid equal to

Appendix A

| Rates Effective April 1, 2006 | Normal Weekly Full Time Hours | Normal Daily Hours | Start | 1 Year | 2 Years | 3 Years | 4 Years |
|-------------------------------|-------------------------------|--------------------|-------|--------|---------|---------|---------|
| Job Coach* | 37.5 | 7.5 | 21.92 | 22.49 | 23.10 | 23.70 | 24.35 |
| Skills Instructor* | 37.5 | 7.5 | 17.69 | 18.14 | 18.60 | 19.11 | 19.65 |
| Print Instructor | 37.5 | 7.5 | 20.88 | 21.42 | 22.00 | 22.58 | 23.18 |
| Assistant Print Instr. | 37.5 | 7.5 | 17.69 | 18.14 | 18.64 | 19.11 | 19.65 |
| GLM Instructor | 37.5 | 7.5 | 18.93 | 19.45 | 19.96 | 20.48 | 21.03 |
| Vocational Instructor | 37.5 | 7.5 | 18.93 | 19.45 | 19.96 | 20.48 | 21.03 |
| M & A Instructor | 37.5 | 7.5 | 18.93 | 19.45 | 19.96 | 20.48 | 21.03 |
| Cafeteria Instructor | 37.5 | 7.5 | 18.93 | 19.45 | 19.96 | 20.48 | 21.03 |
| Catering Instructor | 37.5 | 7.5 | 18.93 | 19.45 | 19.96 | 20.48 | 21.03 |
| Community Support Wrkr.* | 37.5 | 7.5 | 17.69 | 18.14 | 18.64 | 19.11 | 19.65 |
| Assistant Outlet Instr. | 37.5 | 7.5 | 17.69 | 18.14 | 18.64 | 19.11 | 19.65 |
| Social Worker* | 35 | 7 | 26.25 | 26.97 | 27.69 | 28.43 | 29.19 |
| Behaviour Therapist* | 35 | 7 | 27.01 | 27.73 | 28.47 | 29.23 | 30.01 |
| Support Worker IV* | 35 ** | 7 | 21.92 | 22.49 | 23.10 | 23.70 | 24.35 |
| Support Worker III | 40 | 8 | 18.93 | 19.45 | 19.96 | 20.48 | 21.03 |
| Support Worker II | 40 | 8 | 17.69 | 18.14 | 18.64 | 19.11 | 19.65 |
| Support Worker I | 40 | 8 | 16.59 | 17.01 | 17.47 | 17.93 | 18.42 |
| In-Direct Support Worker | 40 | 8 | 16.40 | 16.82 | 17.29 | 17.74 | 18.22 |
| Sr. Transportation Officer | 40 | 8 | 17.82 | 18.29 | 18.77 | 19.25 | 19.79 |
| Transportation Officer | 40 | 8 | 17.46 | 17.93 | 18.41 | 18.88 | 19.39 |
| Sr. Accounting Tech.* | 35 | 7 | 22.94 | 23.53 | 24.16 | 24.81 | 25.47 |
| Accounting Technician* | 35 | 7 | 19.46 | 19.96 | 20.48 | 21.04 | 21.61 |
| Information Coordinator* | 35 | 7 | 23.90 | 24.51 | 25.15 | 25.84 | 26.54 |
| Information Technician II* | 35 | 7 | 21.19 | 21.74 | 22.32 | 22.91 | 23.52 |
| Information Technician I* | 35 | 7 | 18.47 | 18.98 | 19.48 | 19.99 | 20.52 |
| Desktop Technician* | 35 | 7 | 21.19 | 21.74 | 22.32 | 22.91 | 23.52 |

* Positions denoted by an asterisk will pertain to the Note under Article 15.01 b)

Note: Hours paid will not include the supplementing of short and long term disability, as provided in Article 17.03.

Part Time move on grid - all Level 1 on April 1, 2000 then move based on all hours worked after April 1st. Effective April 1, 2002, Relief employees will start to accumulate hours to move through the grid.

** Incumbents at May 13, 2002 will remain at 40 hours per week.

Letter of Understanding #1

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880

The following constitutes the guiding principles in establishing the Relief Pool provisions. Management, with input from the Labour/Management Committee, will develop and administer procedures consistent with these principles, and the Collective Agreement as a whole.

Group: Is comprised of two or more Units.
Unit: Is comprised of two or more sites or locations.
Note: There may be two or more Units in a Group.

1. Group structure will consider the needs of people supported and location. Within each Group there will be a minimum of two Units. Relief Pools will be established for the Units, which will be part of a Group within CLA. The Labour/Management Committee will discuss any changes in the Group structure as well as the procedures.
2. Part time and relief employees will be assigned to a Unit. This will include the successful applicants in the job posting as provided in Article 13 and any other position within that relief pool for which the individual holds the necessary bona fide occupational requirements. The Employer shall be responsible for training the employee in all sites of the Unit.
3. Employees shall be expected to accept shifts from all sites in their assigned Unit.
4. Relief employees may elect to participate in both Units within their Group.
5. Schedules will be posted by the 3rd Friday of the current four-week schedule.
6. Hours to be distributed from the Relief Pool Unit, will be made up from required replacement hours generated within the Unit, including vacation replacement, sickness, leave of absence hours, etc. which are not assigned to the Full Time Floater or do not qualify under the job posting time consideration. The Unit Manager has the right to deem if replacement hours are required. In making this decision neither staff nor individuals will be put at risk.
7. The order in which the employee will participate in the Relief Pool Unit will be by seniority. Hours will not be accepted or assigned which will create an overtime situation or result in a double shift unless approved by the Manager. Senior staff shall have the opportunity to work the greatest number of hours available in any given day. When accepting a portion of a shift there shall be no less than 3 hours remaining to be filled.
8. (a) A part time employee may elect to be removed from participating in the Relief Pool Unit for a minimum period of three months.
(b) Employees excluded from the Relief Pool Unit for the above reason provided in (a) will continue to be excluded until such time as they advise their manager by providing one month's written notice of their intention to again participate in the Relief Pool.
9. It will be staff's responsibility to keep abreast of procedures.
10. Relief employees shall forfeit their seniority and terminate their employment if they do not work six shifts in any four-week schedule, provided shifts are offered. Extenuating circumstances (e.g., illness, death in immediate family) will be reviewed on a case-by-case basis by the employer; such determinations shall not be enforced in an arbitrary or discriminatory manner.

11. If the shift cannot be filled through the Relief **Pool**, the shift will be offered through the Overtime Procedures. See Scheduling Procedure.

This letter shall be in effect for the term of this collective agreement.

DATED AT Sault Ste. Marie, this 7th day of March 2006.

Letter of Understanding #2

Between

COMMUNITY LIVING ALGOMA

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880**

1. No **staff** will be released from employment nor have reduced hours of work due to the transferring of services into CLA, or organizational mergers.
2. Except in the event of a reduction of funding from the government, the employer will limit the release of staff from employment.

This letter shall be in effect for the term of this collective agreement.

DATED AT Sault Ste. Marie, Ontario, this 7th day of March 2006.

Letter of Understanding #3

Between

COMMUNITY LIVING ALGOMA

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880**

Regarding a Co-ordinated Process / Structure for Bargaining

Community Living Algoma believes it is essential to continue to recruit and maintain a quality workforce in order to best meet the needs of the vulnerable people we support.

For many years, Community Living Algoma has understood that our workforce has been underpaid in comparison to employees who work in government operated institutions and others who work in the community in similar positions. Through the years, we have tried to gain the attention of the Ministry to correct this problem. We believe that by entering into a process with the Canadian Union of Public Employees, Local 1880, we may together succeed in getting the message to the Ministry of Community and Social Services that in order to build a strong community based support system, our workers need to be compensated appropriately for the important work that they do.

The Employer, Community Living Algoma and the Union, CUPE Local 1880 agree to work together, between now and the ratification of the next collective agreement, towards the development of a co-ordinated process/structure for bargaining wages and benefits including the following:

- To work with other like agencies, that support people with an intellectual disability and who have agreed to a similar letter of understanding, in developing a consistent framework for negotiations around wages and benefits, and;
- To write the Minister of Community and Social Services, as soon as possible after ratification of this agreement, to inform the Minister of our commitment to work together with CUPE towards developing a process/structure that could bring like agencies to a central table and further, request from the government the necessary resources to bargain appropriate wages and benefits.

It is agreed that participation at a central table for the next round of bargaining is dependant on the agreement of each party to participate in that process.

This letter shall be in effect for the term of this collective agreement.

DATED AT Sault Ste. Marie, Ontario, this 7th day of March 2006.

Letter of Understanding #4

Between

COMMUNITY LIVING ALGOMA

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880**

It is agreed upon by both parties that positions currently identified as temporary at 972 Pine Street and 154 Point Charles Road will be deemed permanent positions. These positions will remain permanent contingent on on-going Ministry funding. In the interest of continuity of supports the current incumbents will be deemed permanent.

This letter shall be in effect for the term of this collective agreement.

DATED AT Sault Ste. Marie, Ontario, this 28th day of February 2006.

Letter of Understanding #5

Between

COMMUNITY LIVING ALGOMA

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880**

Distribution of Relief Hours

The Labour/Management Committee agrees to establish a sub committee by May 1 2006 to improve the current practices of distributing hours to the relief pool.

The Labour/Management Committee shall determine the composition, the terms of reference and the objectives of this sub committee. **The** sub committee will be responsible to report progress of this initiative on a monthly basis to the Labour/Management Committee. The goal will be to implement or pilot recommendations as presented to the Labour/Management Committee. The sub committee will be prepared to present final recommendations to the Labour/Management Committee no later than November 1st 2006. An extension to this time frame shall be mutually agreed upon by both parties.

This letter shall be in effect for the term of this Agreement.

DATED AT Sault Ste. Marie, Ontario, this 7th day of March 2006.

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