

COLLECTIVE AGREEMENT

BETWEEN

CHESHIRE HOMES OF LONDON INC.

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

FEBRUARY 1, 2010 – JANUARY 31, 2013

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ARTICLE 1 – GENERAL PURPOSE

1.01 The general purpose of this Collective Agreement is to promote cooperation, and a positive and respectful relationship, to recognize mutual interests, to establish and maintain collective bargaining relations between the Employer and its employees and to provide orderly procedure for the prompt and equitable disposition of grievances, and for the maintenance of mutually satisfactory hours of work, wages, and working conditions in the workplace.

ARTICLE 2 – NO DISCRIMINATION

2.01 The Employer and the Union shall not discriminate against an employee by reason of age, marital or family status, sexual orientation, race, colour, national origin, gender, religion, political affiliation, economic background, creed, or handicap.

2.02 The Employer and the Union recognize the right of employees to work in an environment free from harassment, including sexual harassment. The Employer shall take such actions as necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

(i) Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought reasonably be known to be unwelcome and shall include but not be limited to sexual solicitation or advances, inappropriate touching or sexual comments or any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority.

(ii) Other harassment is defined as verbal threats and or verbal abuse, derogatory comments that ought reasonably to be known to be offensive, physical threats and or physical abuse, psychological abuse, intimidation, gender, racial or other such jokes, insults or taunting.

2.03 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

2.04 No Strikes or Lockouts

There shall be no strikes or lockouts for the duration of this agreement. The word “strike” and “lockout” shall have the same meaning as set forth in the Ontario Labour Relations Act.

ARTICLE 3 – UNION RECOGNITION

3.01 The Employer recognizes the Union as the sole bargaining agent of all employees of Cheshire Homes of London, Inc. in the municipality of London, save and except administrative office and clerical employees, supervisors and those above the rank of supervisor.

- 3.02 The Employer agrees that it will not enter into any other agreement with employees either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3.03 The Employer will supply the Union with a list of persons with supervisory and managerial authority over bargaining unit employees once each year, or within one month of any change.
- 3.04 The parties recognize the mutual benefit of providing training opportunities to persons in the field of human services delivery. To this end the parties agree that the Employer may from time to time utilize trainees or students assigned through outside educational programs. When students and trainees are placed, they will not reduce the number of hours available to bargaining unit members and shall be accompanied by bargaining unit persons.

For the purpose of this Article trainee is defined as an individual who is seeking non-paid practical retraining and work experience for a defined period of placement through a community support organization. Student is defined as an individual affiliated with an educational institution.

- 3.05 Supervisors and all other persons whose jobs are not in the bargaining unit shall not perform bargaining unit work except in cases where a health and safety concern must be assessed, for training attendants, and for the purpose of familiarization if such training is to take place, and in emergency situations.
- 3.06 One Union steward shall be appointed from each program location. It is agreed that stewards may take reasonable time from their work to attend to grievances, provided they first request permission from their immediate supervisor, and that such time as may be required is reduced to the minimum necessary. Such time off work shall be without **loss** of regular pay. However, in no event shall a steward or any employee be paid for time spent in investigation or processing grievances in their non-working hours.
- 3.07 The Union will elect or otherwise select a Union Committee composed of five **(5)** employees and the Employer will recognize the Union Committee for the purpose of handling any grievances and negotiations for the renewal of this Agreement. At least one Union Committee member shall be designated from the Outreach Program, and one from the Supportive Housing Programs. Members of the Union Negotiating Committee shall not lose regular wages while attending negotiations meetings up to and including Conciliation.
- 3.08 The Union agrees to supply the Employer with the names of the Union Committee members and will keep such list up to date.
- 3.09 It is agreed that the word "employee" or "employees" wherever used in this agreement, shall be deemed to refer only to an employee or employees in the bargaining unit. It is further agreed that the Collective Agreement is written as a gender neutral document. However, if a feminine pronoun is used it shall be deemed to include the masculine pronoun and vice versa.

- 3.10 The Union Committee shall have the right to have the assistance of representative(s) of Service Employees International Union, Local 1 Canada, when meeting with the Employer or the Employer's representatives for disciplinary, grievances, or other issues relating to the Collective Agreement. With the permission of the Human Resources Manager, or Team Leader, such representative shall have access to the Employer's premises, and, such permission shall not be unreasonably withheld.
- 3.11 The Union Committee members and the grievor shall not lose regular pay for servicing grievances or attendance at grievance meetings on the Employer's premises with representatives of the Employer.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that the management of Cheshire London's operations, programs and services and its facilities and direction of the employees are fixed exclusively in the Employer, and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency, and in connection therewith to make, alter, and enforce reasonable rules and regulations, policies and practices to be observed by its employees (and will notify the Union of changes of rules, regulations, policies and practices), to suspend, discipline or discharge employees for just cause provided that a claim by an employee that has been discharged or disciplined without just cause may be the subject of a grievance and will be dealt with as hereinafter provided.
 - (b) Hire, and direct the employees; to transfer, assign, promote, retire, schedule and classify, layoff or recall employees; to plan, direct and control its operations; to retain employees for positions excluded from the bargaining unit;
 - (c) Determine the location, extent of its operations, and their commencement, expansion, curtailment or discontinuance; the work to be done; the kinds of services to be rendered, the equipment and materials to be used, to determine the size or composition of the workforce; to establish or change job classifications; standards of efficiency and quality of work; job content and requirements; the use of improved or changed methods of delivering services; and generally the right to manage the enterprise and its business are solely and exclusively the right of the Employer.
- 4.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Collective Agreement.

ARTICLE 5 – UNION SECURITY & UNION DUES

- 5.01 All employees who are covered by this Agreement shall have union dues deducted bi-weekly as a condition of employment. For new employees dues will commence to be deducted with the first pay period.
- 5.02 The Employer shall deduct bi-weekly, union dues as set forth in the Constitution and by-laws of the Union. The Employer shall remit same together with a list of names and job classifications of all employees from whom the deductions were made to the Secretary-Treasurer of the Union prior to the last day of each monthly payroll period for which the deductions have been made.
- 5.03 The Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deduction payment.
- 5.04 The Employer shall send to the Union Office each month a list of names, addresses and classifications of all new employees.
- 5.05 A new employee of the Employer will have the opportunity to meet with the Union Steward and/or a representative of the Union for a period of fifteen (15) minutes during the employee's first three weeks of employment without **loss** of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.
- 5.06 T4 slips issued annually to employees shall show deductions for Union dues.
- 5.07 Once each calendar year, the Employer shall provide to the Union, a list of all employees in the bargaining unit, their job titles, seniority dates, addresses and telephone numbers.

ARTICLE 6 – LABOUR/MANAGEMENT COMMITTEE

- 6.01 The Employer, the Union, and the Union Committee mutually agree to meet on a quarterly basis or more often as may be mutually agreed to discuss and resolve matters of mutual concern and interest.
- 6.02 The Union Committee, the Union, and the Employer shall meet at a time and place mutually satisfactory. A request for a meeting will be made in writing prior to the date proposed and be accompanied by an agenda of matters to be discussed, fourteen (14) days in advance of the meeting date. This agenda shall not include matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.
- 6.03 Union Committee members shall not lose regular pay.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Definition of a Grievance

A grievance is defined as a complaint or dispute concerning the interpretation, application, administration or alleged violation of this Agreement.

7.02 Complaint Procedure (Informal Resolution)

It is the mutual desire of the parties that all complaints and grievances will be resolved as quickly as possible. It is understood that any employee may present a verbal complaint at any time to the immediate supervisor without initiating the grievance procedure below. Except where otherwise provided it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate supervisor, who will give a response within seven (7) days of the discussion. The Employee may have a Committee person or steward present if they **so** wish. If upon completion of said discussion the matter is not resolved, it may be grieved and disposed of in the following manner:

7.03 Step 1

- (a) If the employee is dissatisfied with the decision of the immediate supervisor, the grievance shall be placed in writing and shall state the nature of the grievance and the remedy sought.
- (b) This written grievance, signed by the employee, must be presented to the immediate supervisor, or designate by the grievor within seven (7) calendar days from the date of the immediate supervisor's reply in the complaint procedure. The grievor may request that a Union Committee person may present the grievance on their behalf.
- (c) Within seven (7) calendar days the supervisor or designate, will arrange a meeting with the grievor. The grievor may be represented by a Union Committee member, or a Union Steward.
- (d) Within five (5) calendar days of this meeting, the Employer shall render a decision in writing. The Step One response shall be directed to the Chief Steward and copied to the grievor, the Union Representative, Program Steward and applicable managers.

Step 2

- (a) If the grievance remains unresolved at Step 1, the supervisor or designate will arrange a meeting with the Union within seven (7) calendar days of receiving the written decision. The Employer will be represented by the Human Resources Manager, and the supervisor, or designate(s). The Union will be represented by the Union Representative (or Designate), one committee member, and the grievor.

- (b) Within seven (7) calendar days of this meeting, the Human Resources Manager shall render a decision in writing to the parties.
- (c) The Union shall indicate within forty-five (45) calendar days after receipt of the Human Resources Manager's (or designate's) letter, their agreement or intent to proceed to arbitration.

7.04 Group Grievance

Where two or more employees have a grievance which raises the same issue, the grievance may be submitted at Step 2 within ten (10) calendar days of the event giving rise to the grievance. The grievance may be processed subject to all the remaining applicable provisions under the grievance procedure.

7.05 Time Limits Imposed on Grievances

- (a) Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.
- (b) The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.
- (c) All reference made to the number of calendar days of time limits in the different steps of the grievance procedure shall exclude Saturdays, Sundays and holidays recognized in the Agreement.

ARTICLE 8 – POLICY GRIEVANCE

8.01 A grievance of general application by the Union directly arising out of the interpretation or administration of the collective agreement may be submitted at Step 2 of the grievance procedure. Such grievance must be submitted within thirty (30) calendar days after becoming aware of the incident giving rise to the grievance. A committee person and one Union Representative or designate may attend the grievance meetings.

ARTICLE 9 – ARBITRATION

- 9.01 Both parties to this agreement agree that any dispute or grievance which has been properly carried through all the steps of the grievance procedure outlined in Article (7) and/or Eight (8), and which has not been settled within forty-five (45) days after the submission of the decision of the Human Resources Manager, may, at the written request of either of the parties, be referred to a Board of Arbitration.
- 9.02 If either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's nominee to the Board of Arbitration. The other party to the agreement shall within fifteen (15) days thereafter nominate its member to the Board of Arbitration, and the two (2) so nominated shall endeavour within the fifteen (15) days after their appointment to agree upon a third person to act as Chairperson of the Board of Arbitration. If the parties are unable to agree upon a

third person within fifteen (15) days after their appointment then a third person shall be appointed by the Minister of Labour of the Province of Ontario.

- 9.03 Notwithstanding the foregoing, the parties may mutually agree to appoint a single arbitrator satisfactory to both parties to conduct an arbitration hearing and the arbitrator shall have the same jurisdiction, power and authority as has been given to the Boards of Arbitration in this Article.
- 9.04 Each of the parties shall pay the expenses of their nominee and one-half of the fees and expenses, if any, of the Chairperson.
- 9.05 The Board of Arbitration shall not have jurisdiction or authority to alter or modify any provision of this Agreement or to substitute any new provisions in lieu thereof.

ARTICLE 10 – DISCHARGE, SUSPENSION & DISCIPLINE

- 10.01 A claim by any employee who has completed probation that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Human Resources Manager or Team Leader (or designate) within five (5) calendar days after the employee has received their discharge notice. Such grievance will be taken up at a special meeting with the Human Resources Manager or Team Leader (or designate) at Step 2 of the Grievance Procedure.
- 10.02 Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee, or by any arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.
- 10.03 The record of an employee shall not be used against them if their record has been clear for eighteen (18) months. Letters of reprimand are to be removed from an employee's file after eighteen (18) months from the date of the reprimand.
- 10.04 An employee, subject to disciplinary action which is to be recorded in the employee's employment file, shall have the right to the presence of the Union Steward or a Union Committee member, or, if either of the above is not available, a member representative of the employee's choice.
- 10.05 An employee, shall, upon request, be granted the opportunity to view all documents in their employment file in the presence of the Human Resources Manager, or designate, and the employee shall have the right to request the presence of a Committee person, or steward.
- 10.06 The employee shall, upon request, be provided with a copy of all documents on file. Such copies shall be provided at the Employer's expense.

10.07 In the event that an incident occurs which may require disciplinary measures to be taken such as, a letter of written reprimand, suspension, or discharge, the employer must take such action within thirty (30) days of becoming aware of such occurrence.

ARTICLE 11 – DEFINITION OF EMPLOYEE STATUS

11.01 Full-time Employees

A full-time employee is one who works twenty-four (24) hours or more per week on a regularly scheduled basis. Full-time employees accumulate seniority and are entitled to all rights of this agreement.

11.02 Part-time Employees

A part-time employee is one who works less than twenty-four (24) hours per week on a regularly scheduled basis. Part-time employees accumulate seniority and are entitled to all rights of the Agreement.

.03 Probationary Employees

- (a) A probationary employee is any newly hired employee who has not completed the probationary period.
- (b) The probationary period for full time employees is three (3) months of continuous service with the Employer. The probationary period for part time employees is four (4) months of continuous service with the Employer. By written mutual agreement between the Employer and the Union, the probationary period may be extended.
- (c) Upon completion of the probationary period, the initial date of employment shall be the employee's anniversary date for purposes of determining seniority.

11.04 Casual Employees

The following conditions apply to casual part-time employees.

- i. Casual employees are not hired externally. Employees who have completed probation and wish to step down from either full or part time positions and remain employed by the agency may elect, in writing, to request casual part-time status. This is subject to approval by the employee's immediate supervisor. The Employer determines the complement of casual part-time positions, based on the needs of the program.

While there is no requirement for casual part-time employees to be shared staff at other programs they may elect to be on shared staff lists, provided that the employee continues to retain their casual part time status based

on the agreed criteria at their “home” program. They cannot resign their employment at their “home” program and remain as a shared staff at other programs. Casual employees must put their request in writing if they wish to be placed on shared staff lists.

For clarity the following illustrates the above requirement:

A part time employee at Cheshire IV is currently a shared staff at Cheshire II and London Outreach. They become casual part-time at Cheshire IV and remain a casual shared staff at Cheshire II and London Outreach. Two months later they do not wish to work at Cheshire IV, but wish to continue as a casual shared staff at Cheshire II and London Outreach. The employee must resign from all the programs or continue as a casual part time employee at Cheshire IV.

- ii. Casuals do not have regularly scheduled hours as part of a rotation or program schedule.
- iii. Casuals are maintained on the sick call protocol call-in list under the Casual Part-Time category.
- iv. Casual part time employees must apply to bargaining unit positions for either full or part-time positions and be the successful candidate, in accordance with the provisions outlined in Article 20 of the Collective Agreement, in order to regain full or part time employment status.
- v. Casual part-time employees do not accrue seniority during the period of their employment as a casual, rather, their seniority is suspended as of the date they become casual part time and while they may use that seniority for all purposes pursuant to the Collective Agreement, it will not increase as a result of such casual employment. In the event that a casual employee returns to either a full-time or part-time position in the bargaining unit they shall commence accruing seniority once more but shall not have their period of employment as a casual recognized for seniority purposes following their return to full or part time employment.

For example, an employee hired as a full time employee on January 1, 2000 and who subsequently became a casual employee on January 1, 2003 would have 3 years of seniority recognized during their employment as a casual. If that employee subsequently posted back into a full time position on January 1, 2004 then any seniority accrued after that date would be added to the 3 years of seniority that had been accrued prior to the period of casual employment.

- vi. Casual part-time employees continue to participate in the Nursing Home and Related Industries Pension Plan as per the eligibility criteria.
- vii. In order to retain their casual part time status, the employee must work at a minimum, 21 hours per calendar month. This requirement commences

in the month following the employee's change in status, and remains in effect for the duration of their casual part-time employment. While it would be an extremely rare circumstance, it is agreed that this criteria will not be applied to months where the employee is not called by the agency.

- viii. Casual part-time employees continue to pay union dues in accordance with the calculation required by the Union bylaws.
- ix. Casual part time employees are covered by all of the provisions of the Collective Agreement that pertain to part-time employees, including Article 19.05 of the Collective Agreement which relates to pay in lieu of benefits.

11.05 The Agency may employ individuals into temporary summer positions annually between April 1 and September 30, so long as the duration of their employment does not exceed 4 months. These employees are being hired predominately to facilitate vacation coverage during the summer months. Therefore, it is agreed that while they will be assigned to one program initially, they may be re-assigned as needed to assist with summer staffing requirements at specific programs.

Individuals employed into summer positions shall be covered by the Collective Agreement with all the rights and privileges that pertain to the part-time classification, including the provision for probationary employees, with respect to seniority.

An employee who has been hired into a summer position who subsequently wishes to stay with the organization after September 30th, must be successful in obtaining a position via the job posting process as defined in Article 20.

ARTICLE 12 – SENIORITY

12.01 The definition of seniority shall mean an employee's length of continuous service with the Employer from the employee's last date of hire. Seniority does not accrue to employees who are in the Casual Part-Time employment status as per Article 11.04 of this agreement.

12.02 During any period when an employee is prevented from performing their work for the Employer by reason of injury arising out of and in the course of their employment for the Employer, and for which they are receiving compensation under the provisions of the WSIB Act, or during any period of absence due to maternity/parental leave, or for the first two years of absence due to illness, an employee shall maintain and accumulate seniority.

12.03 Promotion, Transfers, and Layoff

In promotions, transfers and layoffs the following factors will apply:

- (a) seniority in this bargaining unit, and;
- (b) skills, ability to perform the requirements of the position.

12.04 Application of Seniority

Seniority is a factor in respect to the following processes only:

- (a) layoff and recall
- (b) job posting
- (c) scheduling of vacation
- (d) Schedule " A (Wage Schedule)

12.05 No Hiring when Employees are on Layoff

No new employee shall be hired in the bargaining classifications in which a layoff has taken place until the laid off employees who retain seniority and who are qualified have been given the opportunity to return to work.

12.06 Transfer of Seniority

An employee who is a member of the bargaining unit whose status is changed from full-time to part-time and vice versa, shall not lose accumulated sick leave or vacation time, and will receive the benefits as are provided in Article Nineteen (19) of this Collective Agreement for full-time or part-time employees as the case may be.

Non-bargaining unit employees from other Cheshire programs, who transfer into bargaining unit positions, shall maintain full credit for accumulated sick time, vacations, and will receive the benefits provided in the Health and Welfare Article Nineteen (19) of the Collective Agreement.

12.07 Layoff

In the event of the layoff of a permanent or long term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. In addition it is agreed the Employer will provide notice to the affected employees:

- If service is greater than nine (9) years – nine weeks notice
- If service is greater than ten (10) years – ten weeks notice
- If service is greater than eleven (11) years – eleven weeks notice
- If service is greater than twelve (12) years – twelve weeks notice.

12.08 Layoff Procedure

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

- (i) accept the layoff, or
- (ii) displace the least senior employee in a lower or identical classification in the bargaining unit provided the employee is qualified and is able to perform the duties of the lower or identical classification without training other than orientation. Such employee **so** displaced shall be laid off.

12.09 Recall Rights

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications 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 of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair 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 held prior to the layoff should it become vacant within twelve (12) months of being recalled, provided the employee has maintained their physical ability to do the job.
- (c) No new employee shall be hired in the bargaining classifications in which a layoff has taken place until the laid off employees who retain seniority and who are qualified have been given the opportunity to return to work.
- (d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies within classifications which they are qualified and capable to perform, 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 layoff. This provision supercedes the job posting provision.
- (e) A laid off employee shall retain the rights of recall for a period of twenty-four **(24)** months.
- (f) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (g) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and Paid Holidays) after being notified to do **so** by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work

within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

12.10 Benefits on Layoff

In the event of a layoff, provided the employee deposits with the Employer their share of the premiums of the insured benefits (dental, EHC, vision care, and Life Insurance) at the beginning of each month, (save for weekly indemnity and LTD) for a period of three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

12.11 Seniority Lists

The Employer will supply the Union Committee members with a copy of the seniority list as well as forwarding a copy to the local Union office. Such list will be revised effective January 1st and will be posted on the Union bulletin board by January 31st of each year. Any questions regarding the seniority list must be submitted in writing to the Employer within thirty (30) days following the posting of the list.

12.12 Layoff Grievances

Grievances concerning layoffs and recall shall be initiated at Step 1 of the grievance procedure.

ARTICLE 13 – HOURS OF WORK & OVERTIME

13.01 This article is intended to define the normal hours of work and is not a guarantee of hours of work per day or per week, or days of work per week.

13.02 Hours of work will be determined in accordance with program needs but shall not exceed seven and one-half (7.5) scheduled hours of work per day, unless by mutual agreement between management and the Union. In supportive housing programs where only one employee is working the over night shift, they shall be paid eight (8) hours, which includes a 30 minute meal break. For shifts greater than five (5) hours an unpaid meal break of at least one half hour will be provided.

13.03 Employees, who on occasion, need to exchange shifts among themselves may only do so with prior approval by the Team Leader, or designate. Such permission shall not be unreasonably withheld.

13.04 The employer agrees that program work schedules shall cover a period of six (6) weeks and a new schedule will be posted two (2) weeks prior to the start of the schedule.

In The Outreach Program:

- (i) If a booking is cancelled within an employee's shift and is communicated to the employee the day of the cancellation, the employee will be paid for the cancelled booking.
- (ii) If a booking is cancelled within an employee's shift and is communicated with 24-hours advance notice of the booking, the employee will not be paid for the cancelled booking.

13.05 Cheshire London shall have the right to require overtime to be worked when it is necessary. Overtime shall be approved by the employee's immediate supervisor, in advance of the overtime being worked, and will be paid at time and one-half of the employee's regular rate of pay for the actual hours worked beyond seven and one half (7.5) hours per day and (75) hours in a pay period. In supportive Housing programs where an employee is scheduled to work the over night shift, overtime will be paid for actual hours worked over eight (8) hours in a day and over eighty (80) hours in a two week period.

13.06 Staff meetings will be calculated at straight time and are not eligible for overtime as provided for in Article 13.05.

13.07 Temporary Attendant Services

Temporary Attendant Service assignments will be compensated at a maximum of \$125.00 per day for an assignment of seven (7) hours or more. Temporary Attendant Service assignments of less than seven (7) hours will be paid at the employee's regular hourly rate.

ARTICLE 14 – PAID HOLIDAYS

14.01 All qualifying employees who have completed their probationary period will be entitled to the following paid holidays:

New Years Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Family Day	Civic Holiday

14.02 To qualify for a paid holiday or a substitute holiday day taken in lieu employees must meet the following conditions:

- worked their regularly scheduled day before and after the paid holiday.
- have a reasonable excuse if they have agreed to work on the paid holiday but fail to show up and perform the work.

14.03 (a) Full-time employees who are required to work on a paid holiday shall be paid at the rate of time and one-half the applicable employee's regular rate

for each hour so worked. In addition, the employee shall receive equivalent time off and pay in lieu of the holiday, to be taken at a mutually agreeable time.

- (b) Part-time employees who are required to work on a paid holiday shall be paid at the rate of time and one-half the applicable employee's regular rate for each hour so worked. In addition, the employee shall receive the total amount of gross earnings payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20. The employee may request equivalent time off without pay in lieu of the holiday, to be taken at a mutually agreeable time.

14.04 If a paid holiday falls on an employee's day off the employee will be given a lieu day with pay within sixty (60) calendar days.

14.05 Should any of the paid holidays provided for in this Article fall during an employee's vacation period, then the employee shall receive an equivalent day off which may be added to the vacation period.

14.06 It is agreed that the paid holidays outlined in this Article will be implemented in accordance with Part 10 of the Employment Standards Act, 2001 – "Public Holidays" in its entirety.

ARTICLE 15 – VACATIONS

15.01 All employees earn vacation with pay during the Employer's vacation year which runs from April 1 of each year to March 31 of the following year. Employees may take vacation with pay that they have earned in the vacation year in the following vacation year.

<u>Period of Employment</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than twelve (12) months	One (1) day per each complete month of employment	4% of gross earnings for the period of employment
One (1) or more but less than three (3) years	Two (2) calendar weeks	4% of gross earnings for the preceding twelve (12) month period
Three (3) or more but less than five (5) years	Three (3) calendar weeks	6% of gross earnings for the preceding twelve (12) month period

Five (5) or more but less than ten (10) years	Four (4) calendar weeks	8% of gross earnings for the preceding twelve (12) month period
Ten (10) or more but less than twenty (20) years	Five (5) calendar weeks	10% of gross earnings for the preceding twelve (12) month period
Twenty (20) or more years	Six (6) calendar weeks	12% of gross earnings for the preceding twelve (12) month period

15.02 The time of vacation for each employee each year will be mutually arranged between the employee and the employer, provided however that if there is a dispute over a vacation date between the employees, seniority shall be the governing factor. Employees shall indicate their preference to their immediate supervisor in writing by May 1st for vacation scheduling June to November, to be approved by May 15th. For vacation scheduling for the months of December to May, the requests must be submitted by November 1st, and will be approved by November 15th. Thereafter, vacation will be granted on first request basis subject to the staffing requirements of the program. Once the vacation is approved, it shall not be changed without the consent of the employee and the employer. The vacation schedule shall be posted.

15.03 (a) Employees shall be entitled to receive up to two weeks of vacation in an unbroken period. Additionally, an employee may request vacation in longer unbroken periods, which shall be subject to the approval of the supervisor.

(b) Employees may request to take up to 10 days of their vacation entitlement as single days of vacation. Any remaining vacation entitlement must then be taken in accordance with Article 15 of the Collective Agreement. Article 15 does require employees to use their entire vacation entitlement annually.

15.04 In the event an employee is sick or injured prior to the commencement of the vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee, or shall be reinstated for use at a later date. The employee may be required to provide evidence satisfactory to the supervisor of the illness or injury.

15.05 An employee who has commenced the annual vacation shall not be called back to work.

15.06 (a) Full-Time Employees Subject to Article 15.06 (c) below, employees will receive vacation pay for the pay period in which vacation time has been

taken, up to the vacation entitlement as indicated in Article 15.01, in order to provide for continuous income (no interruption of earnings).

- (b) Part-Time Employees Part-time employees may elect one of the following options in writing:
- i) receive their vacation pay out twice annually in December and June
 - ii) receive vacation pay with each pay deposit
 - iii) receive vacation pay owing at the time of their annual vacation

- (c) Effective February 1, 2012

When an employee's Period of Employment under Article 15.01 entitles an employee to an increased level of Vacation Period and Vacation Pay, these increases shall be effective:

- i) in the case of the Vacation Period, in the Employer's vacation year (April 1 to the following March 31) following the employee's anniversary date; and
- ii) in the case of Vacation Pay, as of the employee's anniversary date.

ARTICLE 16 – SICK LEAVE

16.01 Pay for sick leave is for the sole purpose of protecting employees against loss of income when they are legitimately ill. Sick leave will be granted to full-time employees on the following basis:

- (a) The employee has completed their probation.
- (b) From the end of probation until the following April 1st, full-time employees earn and may use sick time at the rate of one (1) day per month to a maximum of ten days. Thereafter, full-time employees are eligible for ten (10) days sick leave.
- (c) Employees who become ill are entitled to receive payment from their accumulated sick leave allocation.
- (d) Proof of illness shall be established by submission of a medical certificate on any absence of three days or more duration and at any time if the employee's supervisor has any doubt that the employee is ill the supervisor may require proof of sickness by a medical certificate for any such absence.
- (e) Where an employees scheduled vacation is interrupted due to a serious illness which requires the employee to be an in patient in a hospital the period of such hospitalization shall be considered sick leave provided the employee has available sick time and provides satisfactory documentation of illness and the hospitalization. The portion of the employee's vacation,

which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation time.

- (f) The employees understand that they will endeavor to provide the most notice possible for absence due to personal illness. If possible employees will notify the program office or program on-call person by 10:00 p.m. the evening before an early morning shift starting between 5 a.m. – 7 a.m. For all other shifts, employees must notify the program office or program on-call person at least four hours prior to the start of the shift.
- (g) Absence for injury compensable under the provisions of the Worker's Safety & Insurance Act will not be charged against the employee's sick leave.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Personal Leave of Absence

The Employer may grant a leave of absence without pay. Such request shall be made in writing to the employee's immediate supervisor, or, in their absence to the Attendant Services Manager for the program.

17.02 Bereavement Leave

- (a) Upon the death of an employee's spouse, child, stepchild, mother, father, brother or sister, an employee shall be granted leave up to a maximum of four **(4)** consecutive days without **loss** of pay. In cases where the death occurs and the funeral or memorial service cannot be attended the employee will still receive the above mentioned days. Note: spouse includes an employee's common law spouse or partner of the same sex.
- (b) Upon the death of an employee's step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three **(3)** consecutive days without **loss** of pay.
- (c) An employee shall be granted one **(1)** day bereavement leave without **loss** of pay to attend the funeral of an aunt or uncle, niece or nephew.
- (d) An employee who is already on vacation, on sick leave, or on statutory holiday will be given bereavement leave and their vacation, sick time, or holiday pay will be re-credited.
- (e) Where it is necessary because of distance, the employee may be provided up to four **(4)** consecutive additional unpaid leave.

17.03 Jury Duty and Witness Leave

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by summons to attend a court of law or coroner's inquest, 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 she 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, traveling and meal allowance, and an official receipt thereof.

17.04 Union Leave of Absence

Upon written request received at least two (2) weeks in advance (or longer if possible), leave of absence, without pay and without **loss** of seniority, will be granted to not more than two (2) employees, elected and/or selected, to attend Union conventions or conferences for an aggregate of not more than twenty-four (24) days in any calendar year.

17.05 Education and Training

Where employees are required by the Employer, an employee shall be entitled to leave of absence without **loss** of seniority and benefits to write examinations to upgrade employment qualifications.

Where employees are required by the employer to take courses to upgrade, or acquire new employment qualifications, the employer shall pay the cost of tuition and textbooks, required for the course, upon proof of successful completion of the course.

Employees will not lose regular wages while attending courses, which are required by the employer, excluding first aid, and CPR training, when courses occur during the employees regularly scheduled work time.

17.06 In-service Program

- (a) The Management and the Union support the principle of In-service education, and in employees taking responsibility for their own professional development. The employer will provide programs related to the work of the employees. Available programs will be publicized.
- (b) When an employee is on duty and authorized to attend any in-service programs during their regularly scheduled working hours they will not lose regular pay.

17.07 Effect of Absence – Maintenance of Benefits

During any approved leave of absence without pay the employee will continue to receive benefits (excluding weekly indemnity and long-term disability coverage which is not available effective the first day of the leave) for the remainder of the month in which the leave commences, plus one additional month upon payment in advance of the employee's share of premiums. For the remainder of the unpaid leave of absence the employee is responsible for full payment of all subsidized employee benefits premiums in which the employee is participating, (excluding weekly indemnity and long term disability which are not available). Should the employee wish to continue benefit coverage, the employee must pre-pay to the Employer the full amount of the premiums of such subsidized employee benefits for the entire period of leave.

17.08 Maintenance of Seniority

Unless otherwise stipulated, seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority which existed at the end of the first thirty days of the leave period.

ARTICLE 18 – PREGNANCY/ PARENTAL LEAVE

18.01 Pregnancy and parental leave will be granted in accordance with the Employment Standards Act of Ontario 2000, unless otherwise amended.

18.02 Pregnancy Leave

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act of Ontario 2000, and may begin not earlier than 17 weeks before the expected birth date.
- (b) The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence the leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and give the estimated day upon which delivery will occur.

18.03 An employee who does not apply for leave of absence under Article 18.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 18.02(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 the opinion of the medical practitioner, delivery will occur or the actual date of her delivery.

18.04 During the period of leave, full-time employees will continue to receive benefits in accordance with Article 19 – Health and Welfare should they elect, in writing, to continue their benefit coverage. If the employee elects to continue benefit coverage during their leave the employee must pre-pay to the Employer the amount of the premiums of such subsidized employee benefits on a monthly basis for the entire period of the leave. Pre-payments must be kept current. Options available to the Employer regarding the method of payment may be mutually determined.

18.05 An employee who intends to resume their employment on the expiration of the leave of absence granted to under this article shall ~~so~~ advise the Employer when requesting the leave of absence. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former position still exists, the employee will be returned to their former job, 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.

18.06 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 the resumption of operation, reinstate the employee to their 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 18.05.

18.07 Such absence is not an illness under the interpretation of this agreement and credits on the accumulated sick leave plan cannot be used.

18.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under *Employment Standards Act of Ontario 2000*, shall continue and seniority shall accumulate during the leave.

18.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 18.10 of this agreement. The employee shall give the Employer at least ~~two~~ (2) weeks notice, in writing, that she intends to take parental leave.

18.10 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 a 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: a natural mother or father of a 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 their own.

- (c) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into custody, care and control of the parent. 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.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

ARTICLE 19 – HEALTH & WELFARE

19.01 The benefits and plans of insurance referred to in this section are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The master contract shall be controlling in all matters. The employer has no liability other than to provide the portion of benefit premiums contracted for. The Union shall be provided with copies of the master contracts of each carrier.

The Employer may change carriers from time to time, and will provide the Union with the proposed benefit plan. Such plan will not be made effective unless the Union concurs.

19.02 The following insured benefits are available to full-time employees only. The premiums for the following insured benefit plan will be 75% paid by the Employer, and 25% paid by the employee.

i) Basic Life Insurance

- two (2) times regular annual earnings
- spousal coverage \$10 000.00
- child coverage \$5 000.00

ii) Accidental Death and Dismemberment

- two (2) times the basic life insurance

iii) Weekly Indemnity

- benefit covers 75% of weekly salary, salary is based on regularly scheduled hours
- Benefit would commence
 - 8th day if due to illness/sickness
 - 1st day if due to accident/injury
 - 1st day if due to hospitalization

iv) Extended Health Care

Drug plan – employees will receive a Green Shields drug card and will be required to pay \$1.00 deductible per prescription item. Coverage will include:

Generic Prescription Drugs	100% covered
Hospital Semi-Private	100% covered
Orthotics	1 pair per 12 month period, up to a \$400.00 maximum

v) Dental Coverage

Current Ontario Dental Association Fee Guide coverage.

Basic and Preventative Treatment	100% up to \$1500./calendar year Recall after 9 months.
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Endodontics/Periodontics	100%
Oral surgery	100%
Major restorative treatment	50% up to \$1, 500/calendar year
Orthodontic treatment	50% up to \$2,000 lifetime max

vi) Vision Care

Glasses or Contact Lenses	100% up to \$300.00 / 24 months
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vii) Emergency Out of Province Coverage 100% to a maximum of \$1,000,000

19.03 LTD

Long term disability coverage is available to full-time employees only. Basic coverage is 66.67% of income. Premiums are 65% employee paid as such this income is taxable. The employer is responsible for the remaining 35% of the premium payment.

19.04 Nursing Home and Related Industries Pension Plan

Full-time Employees
Part-time Employees

a) “Plan” means the Nursing Homes and Related Industries Pension Plan, being multi-employer plan. “Applicable Wages” means basic straight time wages for all hours worked including:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

All other payments, premiums, allowances, etc. are excluded.

“Eligible Employees” means employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- b) Eligible full-time, part-time and casual part-time employees shall contribute from each pay period an amount equal to 4% of applicable wages to the Plan. The Employer shall match the employee’s contributions.

All other payments, premiums, allowances, etc are excluded.

- c) The employee and employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month for which the contributions are attributable.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amounts specified in the Collective Agreement then in force, the parties will meet directly to finalized methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employer would have if the Plan were defined contribution plan.

- e) The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required to the Pension Benefits Act, R.S.O., 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

19.05 Part-time employees who have completed probation shall receive pay in lieu of benefits in the amount of 8%.

ARTICLE 20 – JOB POSTING

20.01 Where there is a permanent vacancy within the bargaining unit, such positions shall be posted on the program bulletin boards for a period of seven (7) calendar days. The posting will contain the nature of the job, the qualifications required and the rate of pay. Employees who wish to be considered for job postings may apply in writing on the approved application form within the seven (7) days of the

job posting, to the Human Resource Manager, or designate. A copy of the job posting and a list of applicants will be forwarded to the Union.

20.02 The Employer may fill a permanent vacancy or new position temporarily, if necessary, and will so notify the Union Committee Chairperson.

Temporary vacancies which are longer than seven (7) weeks in duration shall be posted in accordance with this article.

If a temporary vacancy exceeds the anticipated duration, then the union office will be so notified in writing.

Employees having applied for and been the successful applicant for a Temporary Job Posting must remain in the position for the entire duration of the temporary assignment and are not eligible for other temporary posted positions during that time frame. This requirement does not apply to permanent positions that are posted.

20.03 In filling a permanent vacancy or new position the following factors will be considered:

- (a) seniority in this bargaining unit, and ;
- (b) skills, and ability to perform the requirements of the position.

20.04 In the event the successful applicant within thirty (30) working days of commencing work in the posted position proves unsatisfactory, or requests a return to the former position, that employee shall be returned to the former position without **loss** of seniority. Based on the needs of the **two** programs and in consideration of those impacted by the decision, the employee's reassignment will coincide with the posting of the next six week schedule or sooner where possible. The next senior qualified candidate under the original posting shall then be offered the position.

20.05 Should no bargaining unit candidates be successful for any posted positions the employer reserves the right to hire from outside the bargaining unit.

ARTICLE 21 - HEALTH & SAFETY

21.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent injury and illness.

21.02 (a) There will be a Joint Occupational Health and Safety Committee at each work site having 20 or more employees.

Each Committee is comprised of **two** union representatives, one of which will be a certified member, and one certified management representative (Team Leader). The union representatives will be appointed by the Union. These committees shall meet, at minimum, quarterly. Employees will be

paid for their time attending meetings. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

For other programs having between five (5) and twenty (20) employees, there is one union health and safety representative.

Basic functions and duties of the Joint Occupational Health and Safety committee are:

1. Conduct monthly workplace inspections of office space, staff rooms, common rooms, and parking lots of Cheshire London owned property;
2. Identify workplace hazards;
3. Make written recommendations to management for employee health and safety improvements;
4. Recommend new or revised policies, procedures and programs regarding employee health and safety;
5. Serve as a consultant on WHMIS training;
6. Be notified of any occupational illness;
7. Be involved in equipment testing as required.

- (b) In addition to the committee structure outlined in (a) there will be an organizational Joint Occupational Health & Safety Committee. This committee will be comprised of 3 union representatives who will be taken from the program committees (2 from supportive housing programs and 1 from the Outreach program) and equal number of management members, ensuring a minimum of one certified member each from the union and management sides. The union representatives will be appointed by the Union.

This committee shall meet quarterly. Employees will be paid for their time attending meetings. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

The role of this committee will be to provide guidance and consultative support to both management and the program Joint Health and Safety Committees with respect to:

- making written recommendations for employee health and safety improvements;
- recommend new or revised policies, procedures and programs regarding employee health and safety;
- worker education programs.

- (c) The Joint Occupational Health & Safety Committees and the Union shall receive quarterly summary data as provided by the Workplace Safety & Insurance Board and any other statistical data related to occupational health and safety that may be available from the Employer.

21.03 All employees must follow all safety rules and practices.

21.04 Infection Control

The parties agree that all employees will be made aware of the requirement to practice infection control in all circumstances. The employer will supply and inform the employees with the proper supplies needed and how to use them in order to protect themselves.

21.05 Workplace Safety and Insurance Board

Where an employee is absent due to illness or injury which is compensable by the Workplace Safety and Insurance Board, the following shall apply:

The employee will not be eligible for paid holidays, sick leave, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workplace Safety and Insurance Board.

21.06 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

21.07 In the case of an absence due to a compensable accident, where the anticipated length of such absence is seven (7) weeks or more, the employer may post notice of the vacancy in accordance with the job posting procedure of this agreement. Where the anticipated absence is less than seven (7) weeks, the Employer may fill the position at its direction.

21.08 The Employee shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical ability to perform their normal job.

21.09 If an employee returns to work following the commencement of the WSIB claim, they shall be returned to their former job or to work of a comparable nature at the same salary level and without loss of seniority or accrued benefits.

21.10 Where there is a dispute or problem, in which an employee's WSIB claim is rejected, the Employer will allow the Employee to access available sick time. If the employee is successful in appealing the decision, the employee shall pay back any sick pay, which had been paid relating to this claim.

21.11 Full-time employees will continue to receive benefits in accordance with Article 19 - Health and Welfare should they elect, in writing, to continue their benefit coverage. If the employee elects to continue benefit coverage during their leave the employee must pre-pay to the Employer the amount of the premiums of such subsidized employee benefits on a monthly basis for the entire period of the leave. Pre-payments must be kept current. Such entitlement shall be for one year only, from the date of injury. Options available to the Employer regarding the method of payment may be mutually determined.

ARTICLE 22- JOB CLASSIFICATIONS

22.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was give by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Employer.

ARTICLE 23 – CALL BACK, ON CALL & BACK UP

23.01 Call Back

A call back occurs when an employee is called back to work after completing a scheduled shift and has left the premises. In such case an employee will be compensated at their regular rate of pay for a minimum of three (3) hours or the duration of the period of the call back, whichever is greater. Back up pager responsibility is not applicable under this article.

23.02 On Call

Employees who are required to carry an on call pager or cell phone and to be available to address the staffing changes of the program during their non-work time will be compensated in the following manner:

London Attendant Outreach on call is compensated at one dollar and fifty cents (\$1.50) per hour.

The compensation for Supportive Housing program on call is thirty dollars (\$30.00) per 24 hour period, weekends and paid holidays, plus payment for any hours worked at their regular pay rate in direct provision of service to customers. Should the on call person be required to work the shift themselves they will be compensated at their regular rate of pay for the shift and this shall be in addition to receiving the pager premium. Hours worked providing attendant services will be eligible for overtime in accordance with Article 13.05 of this agreement.

Supportive Housing and Attendant Outreach employees who are assigned on call responsibilities and who are required to make calls for coverage, in accordance with the sick call protocol, during non-worked time will receive a premium and this will be compensated at the rate of \$3.50 for each sick call.

23.03 Backup

Employees of the London Outreach Program shall rotate carrying a back up pager for eight (8) hour shifts to ensure twenty four (24) hour coverage throughout the year. This service responds to the unscheduled but immediate needs of consumers on the London Outreach Program.

Compensation for carrying the back up pager is twenty dollars (\$20.00) per eight (8) hour shift. When employee responds to a back up call, they are compensated at their regular hourly rate of pay from the time they leave their home until they return home and this shall be in addition to receiving the pager premium.

Hours worked providing attendant services will be eligible for overtime in accordance with Article 13.05 of this agreement.

In the event the employee on back up pager duty is assigned by a Team Leader or the on call pager designate to perform a regularly scheduled consumer booking, the call back provisions will apply in accordance with Article 23.01 of this agreement.

Further to Article 23.03 of the Collective Agreement the parties agree that the back-up shift rotation is made up of eight hour shifts. This said, it is further agreed that employees may arrange coverage for portions of their eight hour shift with other team members. In the case an employee who works less than eight hours shall be compensated in accordance with Article 23.03 at a pro-rated amount based on their hours worked.

ARTICLE 24 – JOB SECURITY

24.01 The Employer shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out, a reduction of hours, or a layoff of any employee, results from such contracting out. Contracting out to an Employer and who will employ the employees of the bargaining unit without reduction in wages and benefits of this contract, who would otherwise be laid off, is not a breach of this provision.

ARTICLE 25 – RESPONSIBILITY ALLOWANCE

25.01 When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside the bargaining unit for a period in excess of one-half (½) shift, the employee shall receive an allowance of three (\$3.00) dollars for each shift from the time of the assignment. This does not include covering shifts.

25.02 An employee who is assigned or is transferred by the Employer to perform the duties of a higher-rated classification, shall be paid no less than the start rate for the classification. If the start rate is less than the employee's own rate, the

employee shall be paid the rate in the higher classification that is next above her own rate.

On a demotion the wage of the transferred employee shall be the corresponding rate vertically in the new classification or position.

ARTICLE 26 – REPORTING PAY

26.01 (a) An employee who reports for a shift which is three (3) hours or longer shall be offered work. If no work is available the employee will be paid for three (3) hours.

(b) An employee who reports for a shift scheduled for less than three (3) hours will be paid for the hours they were scheduled to work.

26.02 The reporting allowance outlined above shall not apply wherever an employee has received not less than four (4) hours prior notice to not report for work.

ARTICLE 27 – BULLETIN BOARDS

27.01 The Employer shall provide one (1) bulletin board at each program for the purpose of containing notices and information pertaining to the bargaining unit and union activities which are in keeping with the spirit and intent of this Agreement. All such notices shall be submitted to the Human Resources Manager or Team Leader prior to posting.

ARTICLE 28 – COPIES OF THE COLLECTIVE AGREEMENT

28.01 The Employer and the Union agree to share equally in the cost of printing the Collective Agreement.

ARTICLE 29 – MISCELLANEOUS

29.01 The Employer shall provide space at the program office of the Union Committee Chair for a filing cabinet which the Union will provide for its own use.

ARTICLE 30 – TECHNOLOGICAL CHANGE

30.01 The employer agrees to notify the Union in advance of any technological changes or reductions in staff the Employer has decided to introduce which will affect employees within the bargaining unit. The Employer also agrees to discuss these changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

ARTICLE 31 – TRAVEL ALLOWANCE

31.01 Mileage and parking expenses required for direct consumer service are reimbursed, as authorized by the Team Leader. Mileage is paid at the rate of

forty-two cents (42¢) per kilometer. Effective February 1, 2011 - forty-three cents (43¢) per kilometer.

ARTICLE 32 – DURATION

32.01 This agreement will commence February 1st, 2010, and shall remain in effect until and including January 31, 2013, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing of its desire to amend this Collective Agreement.

Notice of intent to amend this Agreement shall be given by either party to the other in writing ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Agreement.

SIGNATURES

Signed this 6 day of October, 2010

For the Union

M. Johnston
Andy Beards
[Signature]
[Signature]
Judy Beards

For the Employer

[Signature]
[Signature]
[Signature]
Betty Naylor
[Signature]

LETTER OF UNDERSTANDING
BETWEEN
CHESHIRE HOMES OF LONDON INC.
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA

RE: ON-CALL PAGER RESPONSIBILITY

This letter of understanding is between Cheshire Homes of London Inc., and SEIU Local 1 Canada.

While it is not anticipated, if circumstances arise that require the Employer to make changes to the On-call Pager responsibilities, the Employer reserves the right to do so. This will be communicated to the Union and the Union will have input to the resolutions that are sought.

1. All full-time and part-time employees in the program will carry the on-call pager, once they have successfully completed probation.
2. The responsibility for training/shadowing new employees will be shared by the Personal Attendants and Team Leaders.
3. Compensation will be in accordance with Article **23.02** of the Collective Agreement.
4. Determining the hours of operation for the on-call pager will remain in the domain of the Employer and as required by the needs of the program.
5. In Supportive Housing

The on-call schedule will be posted for 10 days prior to the Team Leader assigning on-call shifts. This is to enable employees to self-sign for pager shifts on a first come, first serve basis. The duration of the on-call schedule will be determined by the number of employees sharing in the on-call rotation and the number of on-call shifts to be covered at the time of posting. This responsibility will be shared equitably among those in the rotation.

In London Outreach

Scheduling of the on-call pager is included in the staff rotations where ever possible. London Outreach employees also self sign for the

remaining vacant on-call shifts not contained in the staff rotations prior to being assigned or scheduled by the Team Leader or designate. The on-call pager responsibility will be shared equitably. The duration of the on-call schedule is in accordance with Article 13.04 of the Collective Agreement.

6. If, for any reason, an employee in the on-call rotation is suddenly removed from the on-call schedule (resignation, injury, maternity leave, short-term disability, etc.) the Team Leader, or designate, shall assign the vacant on-call shifts as equitably as possible and with as much notice as feasibly possible to the employees involved. It is understood that in cases of emergency or as a last resort the Team Leaders will assist with coverage and this will not be deemed in contravention of the Collective Agreement.

Signed by the parties this 6 day of October, 2010.

For the Union

M. Johnston
Cindy Beards
[Signature]
J.C.
Judy Beards

For the Employer

[Signature]
[Signature]
[Signature]
Bobby Taylor
Lily Arnold

LETTER OF UNDERSTANDING
BETWEEN
CHESHIRE HOMES OF LONDON INC.
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA

RE: SICK CALL PROTOCOL

This Letter of Understanding is between Cheshire Homes of London Inc. and SEIU Local 1 Canada. It applies to the sick call protocol where coverage is arranged within **24** hours of a scheduled shift for work within the City of London.

If the Employer needs to cover a shift, due to the sudden or unexpected absence of the Employee who was scheduled to work that shift, the Employer will attempt to cover the shift by calling an Employee into work who:

1. currently provides attendant services in the City of London.
2. has the necessary skill and ability to do the work; and
3. has made a written request to be on the call-in list and is on the call-in list.

Sick call work will be offered and assigned on a rotational basis, having regard to employment status and seniority.

The order of Employee Status on the Record of Absence will be determined in consultation with the Union through the Labour Management Meeting process.

Work will be offered first to employees from the home program where the work is available, i.e. Outreach shifts will be offered to London Outreach employees first then to shared staff.

It is understood that the Employer must mitigate overtime expenses and will authorize overtime only as a last resort. Work will not be assigned that is likely to result in the payment of overtime rates.

Work will always be offered to Cheshire employees first, prior to securing an agency replacement.

The Employer is responsible for communicating this process to all employees and to ensure that they have adequate orientation to implement the process correctly.

Signed by the parties this 6 day of October, 2010

For the Union

M. Johnston
Cindy Beaudin
[Signature]
[Signature]
Judy Dearden

For the Employer

[Signature]
[Signature]
[Signature]
Betty Taylor
[Signature]



Letter of Intent Regarding Provincial Government Funding

To the extent that we are instructed by the Ministry of Health to allocate new funding directly to wages, benefits, Pay Equity or travel reimbursement the agency will exercise good faith, complying with our obligations to the Ministry of Health.

In the event that such funding is received, Cheshire will discuss with the Union how the funds might be utilized. This discussion would be subject to the allocation requirements of the Ministry of Health.

To the extent that we have discretion over the allocation of new funding, Cheshire will make the best decision possible, balancing the interest of all stakeholders, recognizing that compensation (wages and benefits) is extremely important.

Cheshire, as the Employer, maintains the right to assign resources to the most appropriate area based on the needs of the entire organization.

LETTER OF UNDERSTANDING

BETWEEN

CHESHIRE HOMES OF LONDON INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA

RE: COMPENSATION FOR TRAVEL TIME

This Letter of Understanding is between Cheshire Homes of London Inc. and SEIU Local 1 Canada.

The Employer agrees to compensate Travel Time (*when undertaken by employees in connection with the performance of their duties and responsibilities*) in accordance with the agency policy.

Signed by the parties this 6 day of October, 2010

For the Union

M. Johnston
Archie Beards
[Signature]
[Signature]
Judy Beards

For the Employer

[Signature]
[Signature]
[Signature]
Betty Naylor
Liz Arnold

LETTER OF UNDERSTANDING

BETWEEN

CHESHIRE HOMES OF LONDON INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA

RE: ACADEMIC CASUAL PILOT PROJECT

This Letter of Understanding is between Cheshire Homes of London Inc. and SEIU Local 1 Canada.

The Employer has advised the Union of its desire to initiate a pilot project with certain community partners, including Fanshawe College, the University of Western Ontario and Thames Valley Children's Centre, to facilitate on-campus support of Cheshire consumers who are participating in educational programs. At this juncture it is contemplated that services to consumers while on campus might be delivered by casual employees of the Employer who are also students.

The terms and conditions of the pilot project, including those respecting the rights of the Employer or the Union to discontinue the pilot project, would be the subject of discussion and finalization, if any, by the Labour Management Committee provided for by the Collective Agreement and each party commits to participating in such discussions in good faith.

Signed by the parties this 6 day of October, 2010

For the Union

m. johnston
Cindy Beaudin
[Signature]
Mars
Judy Dearden

For the Employer

[Signature]
[Signature]
[Signature]
Betty Taylor
Liz Diamond



Letter of Intent - Review of Overtime Practices

This Employer agrees to review overtime practices at the next regularly scheduled Labour/Management Meeting to ensure clarity and the consistent application of the practice across all London programs.

Signed by the parties this 6 day of October, 2010

For the Union

m. Johnston
Andy Benson
[Signature]
KA
Judy Dearden

For the Employer

[Signature]
[Signature]
[Signature]
Betty Haylor
[Signature]



Schedule "A" – Salary Ranges
London Union Employees

Classification		Current	Feb 1/10	Feb 1/11	Feb 1/12
Personal Attendants London Union	Start Rate	\$15.68	\$16.03	\$16.22	\$16.49
	1 Year Rate	\$16.25	\$16.60	\$16.79	\$17.07
	2 Year Rate	\$16.59	\$16.95	\$17.14	\$17.41
	3 Year Rate	\$17.16	\$17.52	\$17.71	\$17.99
	5 Year Rate	\$18.30	\$18.67	\$18.86	\$19.15
	6 Year Rate	\$18.88	\$19.26	\$19.45	\$19.74
Housekeepers London Union	Start Rate	\$15.59	\$15.94	\$16.13	\$16.40
	1 Year Rate	\$15.99	\$16.34	\$16.53	\$16.80
	2 Year Rate	\$16.22	\$16.57	\$16.76	\$17.04
	3 Year Rate	\$16.62	\$16.98	\$17.17	\$17.44
	5 Year Rate	\$17.19	\$17.55	\$17.74	\$18.02
	6 Year Rate	\$17.77	\$18.14	\$18.33	\$18.61
Team Assistants London Union	Start Rate	\$15.15	\$15.50	\$15.70	\$15.98
	1 Year Rate	\$15.95	\$16.31	\$16.51	\$16.79
	2 Year Rate	\$16.19	\$16.55	\$16.75	\$17.04
	3 Year Rate	\$16.65	\$17.02	\$17.22	\$17.50
	5 Year Rate	\$17.10	\$17.47	\$17.67	\$17.96
	6 Year Rate	\$17.63	\$18.01	\$18.21	\$18.50
<p>This schedule includes negotiated increases as follows: A pay rate increase of 1% in year one (2010) and 0.5% in year three (2012) and a Pay Equity Adjustment of \$0.20 for Team Assistants and \$0.19 for all other job classes in each of the three years.</p> <p>Signing Bonus: FT □ \$85.00 PT = \$50.00 Casual = N/A</p>					