

COLLECTIVE AGREEMENT

Between

COMMUNITY LIVING DURHAM NORTH

And

CANADIAN UNION OF PUBLIC EMPLOYEES

And its Local 2936-11

(Part Time)



Expires: March 31, 2016

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This Agreement made this

day of

2014

BETWEEN:

COMMUNITY LIVING DURHAM NORTH

(hereinafter called “the Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 2936-11

(hereinafter called “the Union”)

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 It is the purpose of both parties to this Agreement:
- 1) To set out their agreement with respect to certain conditions of employment,
 - 2) To encourage efficiency in operations,
 - 3) To co-operate and harmoniously work together in the promotion of high standards of support, and
 - 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2- MANAGEMENT RIGHTS

- 2.01 (a) The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer, to direct the working forces, and to manage the operation of the Employer. Without limiting the generality of the foregoing, the Employer has the right to hire, promote, demote, classify, layoff, determine equipment required, determine the location and extent of operations, create rules and regulations, discipline and discharge subject to the right of an employee who has completed her probationary period, or who is probationary as set out in article 12.03, to grieve that such discipline or discharge is without just cause, determine the qualifications required for each position, and determine the assignment of work.
- (b) It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this agreement.

- 2.02 Non-Discriminatory Exercise of Rights
The Employer will not exercise its rights or make or enforce rules and regulations in a manner inconsistent with the terms of this agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 Bargaining Unit
The Employer recognizes the Canadian Union of Public Employees and its Local No. 2936-11 as the sole and exclusive collective bargaining agent of all employees of Community Living Durham North in The Regional Municipality of Durham, save and except Program Managers, persons above the rank of Program Manager, Office and Clerical staff, students employed on a cooperative training program through a school, college, or university, supported persons engaged in vocational training, and Family Home Providers, and any person for whom a trade union held bargaining rights as of February 23, 1995.

- 3.02 Definitions
Part-Time Employee
A part time employee is an employee who is regularly scheduled to work shifts, which are scheduled in advance, and averaging up to 48 hours per

two (2) week pay period. It is understood that a part time employee may accept non-scheduled, vacant shifts, beyond the 48 hours in a pay period in accordance with conditions found in this Collective Agreement.

Casual Employee

A casual employee is an employee who does not have a pre-set schedule and provides availability to be called in or scheduled to replace short-term absences.

A casual employee must provide availability for at least six (6) shifts per month and at least four (4) of these shifts have to be on a weekend in each month. An employee who does not provide the prerequisite amount of availability or declines four (4) call-in shifts in any three (3) months in a rolling six (6) month period will lose their seniority and be deemed terminated pursuant to Article 12.04. Any month in which an employee accepts 10 or more shifts which includes 4 or more shifts on Saturday or Sunday will be exempt from this provision.

The Parties agree that casual employees will not be offered shifts prior to any qualified part-time employee who is on recall.

Casual employees shall have access to all the provisions of this collective agreement save and except Articles 13 and 14.

Temporary Part-Time Employee

- i) One who is hired for a period of not more than twelve (12) months. Where a longer period is required this shall be arranged by mutual consent of both parties to this collective agreement. In all cases the conditions of work for temporary employees shall be given to the employee upon commencement. A copy of this document shall be sent to the Union.
- ii) A temporary employee will be hired only to replace a part-time employee who is absent due to sickness, accident, vacation, or leave of absence approved by the employer, or for special tasks or projects that are mutually agreed upon by the parties to this agreement.
- iii) A temporary employee will be covered by all terms of the collective agreement with the exception of:
 - a) Article 12 - Seniority
However, should a temporary employee be hired for a regular part-time job in the same classification, Article 12 shall apply and the employee shall be credited with seniority for all hours worked in the temporary position.
 - b) Article 13 - Promotion and Staff Changes
A temporary employee may apply and will be given consideration for a position subject to the provisions of Article 13.04
 - c) Article 14 - Layoff
 - d) Article 20 - Leave of Absence
 - e) Article 23 – Benefits

- f) Article 20 and 23 will apply to those temporary employees whose term of employment exceeds six (6) months.
- g) Where temporary employees meet the requirements of the Employment Standards Act they will receive the Paid Holidays listed in Article 17.

3.03 Work of the Bargaining Unit

Bargaining unit work shall only be performed by bargaining unit members. Volunteers, including students, co-op students, and others who provide assistance to the Employer on a paid or unpaid basis, shall be used only to enrich programs or provide other services, and shall not be used if such use affects the terms and conditions of employment of a bargaining unit employee, or replaces, or is used in lieu of employing a bargaining unit employee.

Where a parent or a representative of a supported person, or a supported person herself/himself enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer, the Employer shall only use bargaining unit members to provide such supports or services. It is understood, however, that the aforesaid does not pertain to families who receive flow through funding from CLDN and who engage their own support staff.

3.04 a) No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.

b) Use of Volunteers

When requested the employer will advise the union at Employee Relations meetings of the agency's use of volunteers including the type of services performed and their locations.

3.05 Right of Fair Representation

The Union shall have the right to have the assistance of the Canadian Union of Public Employees' National Representative assigned to the Local at any formal Union/Management meeting. The National Representative shall have access to the Employer's premises for the purpose of attending such meetings. The Union may request permission from the Executive Director to have the assistance of such other personnel from the Canadian Union of Public Employees, or from the Local, as may be appropriate given the nature of the meeting, and permission shall not be unreasonably withheld.

3.06 Union Representatives

The Union recognizes and agrees that union representatives have their regular duties to perform in connection with their employment. Union representatives shall only perform those Union duties within working hours which are expressly

permitted within this agreement and shall take only such time as is necessary to perform such duties. Representatives of the Union shall not suffer any loss of pay or benefits for any time involved in such meetings.

Permission to leave work during working hours for such purposes shall be obtained beforehand from the immediate Manager or designate, at which time the anticipated time of return to work shall also be stated. Such permission shall not be unreasonably withheld.

3.07 The Union agrees to notify the employer in writing of the names of the employees elected or appointed to represent the Union pursuant to the terms of this agreement. The notice will contain the name and area of representation or the committee which the employee represents. The employer shall not be required to recognize a Union Representative prior to receipt of such notice.

3.08 Committees

The following committees shall be established consisting of any equal number of representatives from the Union and the Employer.

- a) Negotiating Committee
A Union Negotiating Committee shall be elected or appointed and shall consist of not more than three (3) members from the bargaining unit.
- b) Employee Relations Committee
The Union shall name up to three (3) representatives and one (1) alternate to the existing Employee Relations Committee which shall meet quarterly with Work Load issues as a standing agenda item.
- c) Union/Employer Health and Safety Committee
The Employer and the Union shall appoint two (2) members each to the existing Health and Safety Committee in accordance with the Occupational Health and Safety Act.
- d) Any other committee required by legislation.

ARTICLE 4 - HUMAN RIGHTS

4.01 The Employer and the Union agree that there shall be no discrimination or harassment as defined by the Human Rights Code, and/or by reason of activity or non-activity in the Union, exercised or practised with respect to any employee. Therefore, the parties agree that they will give their full support to the spirit and intent of the Ontario Human Rights Code as amended and/or other legislation that may be enacted from time to time, for the purpose of protecting or strengthening these rights.

It is further agreed that the Association policy may be referenced by the Union or become the subject of any grievance concerning discrimination and/or harassment.

4.02 Violence in the Workplace

The Employer and the Union recognize their joint obligation to create and sustain

a safe workplace that is free from harassment and violence.

“Violence” means the attempted, threatened or actual conduct of any person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that persons, including employees, supported people or members of the public are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse, racial harassment or persistent sexual harassment.

It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates.

The employer and its employees agree to abide by the agency’s “Violence in the Workplace” policy (C-25) and its procedures. The parties agree that the Joint Health & Safety Committee will review this policy on an annual basis to ensure that it remains current and continues to address concerns of violence identified by either of the parties.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Union Membership

- a) All employees who are members of the Union, at the time this agreement becomes effective, shall retain membership in the Union for the duration of this agreement unless promoted or transferred to a non-union job in accordance with Article 3.01.
- b) As a condition of employment, new employees that comply with Article 3.01 shall become members of the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

Subject to any order of the Ontario Labour Relations Board pursuant to the Labour Relations Act, the Employer shall deduct from every employee covered by this agreement, union dues or other assessments generally applicable to members of the bargaining unit as levied by the union on its members, provided that the employer is advised of the rate of such dues or assessments in writing at least forty-five (45) days prior to the effective date of such rate of dues. The Union agrees to indemnify and save the Employer harmless with respect to any claims arising from the deduction of such dues or their remission to the Union.

6.02 Deductions

Subject to any order of the Ontario Labour Relations Board pursuant to the Labour Relations Act, 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 dues are levied. The cheque shall be accompanied by a list of the names, classifications, hours worked, and dues

deducted on behalf of each bargaining unit employee for the month and the total for the year to date.

6.03 Dues Receipts

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

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 a) The Employer shall, at the time of hiring, provide new employees with a copy of the Collective Agreement subject to Article 28.01.
- b) The Employer shall, within five (5) working days of hiring, provide new employees with a list of union representatives. A union representative will be allowed fifteen (15) minutes during working hours to provide the list and talk to the new employee. Such meetings shall take place out of the presence of supported persons and at a time and place which does not unduly interfere with the operations of the employer.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Secretary of the Union with a copy to the Unit Chairperson. The Union shall inform the Employer in writing of the name and address of the Secretary of the Union and Unit Chairperson and of any changes as they occur. Failure to comply with this article shall not invalidate any management action otherwise in accordance with this agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint two (2) union stewards. A steward may assist an employee in presenting her grievance at any stage of the grievance procedure following the submission of a written grievance, if the employee so requests. No more than one bargaining unit member who is a steward or union representative shall attend at any such meeting unless mutually agreed between the parties.

9.02 Names of Stewards

The union shall notify the employer in writing of the name of each steward and the name of the Unit Chairperson before the employer shall be required to recognize her.

9.03 Permission to Leave Work

- a) The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties as recognized within this agreement as long as such steward complies with the articles of this collective agreement.

- b) The Union recognizes that each steward is employed by the Employer and works frequently on occasions, weekends in particular, when it is difficult to dispense with her services or even to assess the possibility of dispensing with her services. Therefore, she will not leave her work during working hours except to perform her duties under this agreement and, moreover, she shall not do so without obtaining the specific and prior permission of her Manager. Such permission shall not be unreasonably withheld. It is further agreed that all meetings between the Union and Employer shall be held at an agreeable time between 9:00 - 4:00, Monday-Friday and all such time spent at these meetings will be paid at straight time.

9.04 Definition of Grievance

A grievance is a complaint relating to the application, interpretation, or administration of this collective agreement. Complaints shall be initiated no later than fifteen (15) days after the date of the circumstances giving rise to the complaint or within fifteen (15) days of the date at which the Union or employee ought reasonably to have been aware of those circumstances.

9.05 Settling of Grievances

The parties shall endeavour to settle grievances promptly in the following manner:

Step 1 Complaint Stage

The employee shall first verbally discuss the complaint with his immediate Manager, or in her absence, her designate. The Manager or her designate shall respond to the complaint, to the griever, within seven (7) working days of the complaint being brought to her attention.

Step 2 Written Grievance

Failing satisfactory settlement of the complaint, the griever may then submit a written grievance to his Manager, or in her absence, her designate within seven (7) working days of the response given at the complaint stage. The employer shall meet with the griever and the steward if the griever so chooses, to review the grievance within seven (7) working days following receipt of the written grievance. The employer shall provide a written response to the griever within seven (7) working days following the grievance meeting.

Step 3 Meeting

Failing satisfactory settlement of the written grievance at Step 2, the Union may request a further meeting with the Employer to review the grievance within (7) seven working days of the written response of the Employer at Step 2. Such a meeting shall take place within (10) ten working days of the Employer's receipt of such a request. The Employer shall thereafter provide to the Union a further written response to the written grievance within (7) seven working days following the second grievance meeting.

Step 4 Grievance Mediation

Within ten (10) working days of receipt of the Step 3 response, the parties may agree that failing a resolution, the matter will be referred to a mutually agreed upon Grievance Mediation Officer. If parties do not agree to Mediation and/or failing resolution at Mediation, either party has the right to submit the matter to Arbitration under Article 10.

9.06 Union Policy Grievances, Management Grievances

A Union policy grievance or a management grievance may be immediately filed at step 2 of the grievance procedure. Step 2 procedure applies with necessary amendments to management grievances. The union shall not file a policy grievance in respect of a matter where an individual grievance could be properly filed. The parties may agree that a number of identical or substantially similar grievances filed by individuals may be processed as a group grievance. Group grievances may be initiated at Step 2 of the grievance procedure

ARTICLE 10 - ARBITRATION

10.01 A request that a grievance be referred to arbitration must be made by registered mail addressed to the other party within twenty (20) working days of receipt of that party's response at Step 2 or within twenty (20) working days of failure at GMO. Such referral must include the referring party's proposal for the selection of a sole arbitrator. Upon receipt of such notice of referral, the other party shall respond to the referring party's proposal within ten (10) days of its receipt.

10.02 The parties may mutually agree that a board of arbitration composed of an employer nominee, a union nominee, and a neutral chairperson be appointed instead of appointing a sole arbitrator. In such circumstances the parties' agreement shall include the procedure to be followed in such circumstances, and such agreement shall be enforceable as part of this collective agreement.

10.03 Neither an arbitrator nor arbitration board shall have the power to change this agreement or to alter, modify or amend its provisions or make any decision contrary to the provisions of this agreement.

10.04 Should the award of a sole arbitrator or Board of Arbitration be ambiguous, either party may apply to the original sole arbitrator or chairperson of the Board of Arbitration to reconvene in order to clarify his or her decision.

10.05 Each party shall pay one half of the fees and expenses of an arbitrator appointed and all of the fees and expenses of any nominee it appoints.

10.06 The time limits contained in Articles 10 or 11 of this agreement may only be extended in writing by mutual consent of the parties. The parties acknowledge that all of the time limits set out in the grievance and

arbitration procedures are mandatory. When counting days the first day counted shall be the first full (24 hour) day.

10.07 At any stage of the arbitration procedure, the parties shall have the assistance of the grievor(s), union steward or unit chair person and any necessary witnesses. During any mediation in relation to a grievance, the union shall have the assistance of the grievor(s) and any steward or unit chairperson involved.

10.08 The parties agree that wherever we mention working days in Articles 9 or 10, it means Monday to Friday excluding statutory holidays.

ARTICLE 11 - DISCHARGE, SUSPENSION & DISCIPLINE

11.01 Discharge and Suspension Procedures

An employee may be suspended or dismissed, but only for just cause. Just cause includes, but is not limited to, any abuse or assault of a supported person, theft and fraud. Such employee and the union shall be notified promptly in writing by the Employer setting out the reason for such suspension or discharge.

11.02 An employee considered by the Union to have been discharged in violation of this agreement may file his complaint in step 2 of the grievance procedure.

11.03 Discipline Procedures

When contacting a staff person to schedule a meeting that will be, or may become, disciplinary in nature, the management representative will use a stock phrase: "the meeting is or may be disciplinary in nature." No additional information need be communicated in order to schedule such a meeting. The absence of this stock phrase, as well as the expressed purpose of the meeting, will make it clear to the employee that the meeting will not be disciplinary in nature and that a union representative will not be permitted to attend. However, if, during the meeting, the employee believes the meeting is after all disciplinary in nature, he will have the right to suspend the meeting and seek Union assistance.

When scheduling a discipline meeting the employer will first endeavor to contact the Union steward or designate to check on his/her availability. However, the 48 hour timeline specified below, will not be extended except with mutual agreement between the parties.

Immediately following any disciplinary proceeding, a copy of all discipline notices will be provided to the employee and union representative.

11.04 An employee shall have the right to request the presence of his or her steward, provided that the steward or designate, who is an employee, is available to attend within forty-eight (48) hours, excluding weekends and holidays, at any meeting with supervisory personnel if the employee is given prior notice that he will, or may, be disciplined during the meeting. If the employee is not given prior notice

of discipline, no discipline will occur during the meeting. It is further understood that this clause does not imply that the bargaining units are merged in any way.

11.05 Employee Record

The record of an employee shall not be used against her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, providing there have been no intervening incidents of suspension or disciplinary action.

11.06a) In the event the Employer investigates a matter in which an employee is suspended pending the outcome of the investigation, the employee's suspension shall be with pay. The unit chair will be notified of such suspension.

b) Where an employee who is the subject of an investigation is interviewed during the process, he or she shall receive the right to a union steward being present during the interview. The Parties agree that the role of the steward is to represent members and not to answer questions on behalf of the employee being interviewed. The employee will be permitted to meet with the steward fifteen (15) minutes in advance of the meeting.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit since the employee's last date of hire and shall include service with the Employer prior to the certification. Seniority shall be recognized in determining preference or priority for promotion, transfer, layoff, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority of employees shall accumulate for each hour worked according to the following formula: 1820 hours worked shall be deemed to be equivalent to one year seniority. Seniority shall operate on a bargaining unit wide basis.

12.02 Seniority List

The Employer shall maintain a listing, identified as Part Time Seniority List, that will include each employee's name, current classification, date of hire, and total hours worked. An up-to-date list shall be sent to the Union and posted on all bulletin boards at the end of each quarter. Such seniority lists shall be deemed to be accurate for all purposes if no complaint or grievance concerning the accuracy of such a list is made or filed within eighteen (18) days of its posting.

12.03 Probation for Newly Hired Employees

a) A newly hired employee shall be on probation only for the first seven hundred (700) hours of his/her employment. The employee shall, during the probationary period, be entitled to all rights and benefits of this agreement except those specifically excluded in 12.03 (b) below. Also, the release or discharge of a probationary employee may be carried out at the discretion of the employer at any time during the probationary period,

without recourse to the Grievance Procedure, unless the union claims discrimination, as noted in Article 4 (Human Rights), as the basis for termination.

After completion of the probationary period, seniority shall be effective from the original date of employment.

- b) Probationary Part Time employees shall not be entitled to:
 - (i) Paid Bereavement Leave as detailed in 20.04.
 - (ii) General Leave, as detailed in 20.09.

12.04

Loss of Seniority

An employee shall lose all seniority and her employment shall be deemed terminated in the following circumstances:

- 1) She is discharged or terminated and not reinstated through the Grievance and Arbitration procedure.
- 2) She resigns and does not revoke her resignation, in writing, within forty-eight (48) hours. This provision shall not be construed as any restriction on the right of the Employer to discipline or discharge employees for just cause.
- 3) She fails to return to work within fourteen (14) days after notice of recall by registered mail to last address provided, unless failure to return is due to sickness or other just cause.
- 4) She fails to report for work for a period of three (3) consecutive working days without notifying the employer unless a reasonable explanation is given.
- 5) She is retired.
- 6) She is laid off for a continuous period in excess of twenty-four (24) months, or if the employee, at any point during her layoff, elects, in writing, to receive termination and/or severance pay to which she may be entitled pursuant to the provisions of the Employment Standards Act, rather than retain recall rights under this agreement.
- 7) She is absent due to a compensable illness or to a non-compensable illness subject to the Human Rights Code and the Employer has proven that they are unable to accommodate a disabled employee as defined by the Human Rights Code.

12.05

Transfer and Seniority Outside Bargaining Unit

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

If an employee is promoted to a non-union position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to utilize her accumulated seniority for a posted position in the bargaining unit during her trial period, which shall be a maximum of twelve (12) months. After

twelve (12) months have gone by and an employee returns to a position in the bargaining unit they will have no seniority for the purpose of this agreement. However, they will be allowed their service with the Employer for the purpose of this agreement (i.e. vacation benefits, pension and job rate).

If an employee temporarily transfers to a position in another CUPE bargaining unit within the agency she shall continue to accumulate seniority for all time worked in accordance with the formula in 12.01.

12.06 Seniority While in Temporary Employment

As provided for in Article 3.02 (iii)(a) temporary employees do not accumulate seniority, however, they may be credited for all hours worked if, within two months of the termination of their temporary employment, they are subsequently hired into a regular part time job in the same classification. Part time employees who have served the probationary period and who then accept temporary assignments will accumulate seniority for all time worked in the temporary position.

12.07 Seniority While on Unpaid Sick Leave

Seniority shall continue to accrue while an employee is away from work due to illness or disability. Seniority lists posted under Article 12.02 shall continue to reflect an employee's accrued seniority while she/he is away from work due to illness or disability, subject to 12.04 (7) above. Seniority accrual shall be equal to an average of the weekly hours worked over the previous twenty-six (26) weeks.

12.08 Seniority When Transfer from Part-time to Full-time Status

When a part-time employee is the successful candidate for a full-time position and transfers into the full-time position, her/his seniority shall transfer to the full-time bargaining unit and be calculated based on 1820 hours paid = one (1) year. Her/his seniority date will be adjusted to reflect her/his part-time seniority. When a full-time employee is the successful candidate for a part-time position and transfers into the part-time position, her/his seniority shall transfer to the part-time bargaining unit and be calculated based on 1820 hours = one (1) year.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the employer shall post notice of the position in the Employer's offices, and on all Bulletin Boards or in all Communication Books, for a minimum of one (1) week, so that all members will know about the vacancy or new position. The employer shall also e-post job postings to part time employees who have provided a current e-mail address.

An employee already on the Transfer List, for the location in question, will have the duration of the seven day posting to notify the employer that he wishes to

exercise his option. If this occurs, the position will be filled in accordance with 13.02 below.

If no employee on the Transfer List exercises his option to transfer, the vacancy will be filled in accordance with 13.06.

For the second or resulting vacancy the procedure will be as above.

If a third vacancy results, the transfer list will not be considered and the vacancy will be posted.

The employer may appoint into any further vacancies resulting from the initial vacancy.

Notwithstanding the above, temporary vacancies of less than three (3) months need not be posted at all. Before implementing an extension, the Employer will consult with the Union.

13.02

Transfer List

The Employer will maintain an ongoing single list upon which each employee may register his desire to transfer from his/her current location to his/her ideal locations.

For the purpose of this list only, the Port Perry and Uxbridge Community Supports shall be two separate programs.

The list may be updated at any time during the month of June and again in December, and will be re-posted the first week of July and January. An employee will only be removed from such list upon written request to be removed. When a vacant position is posted and one or more employees on the transfer list inform the employer, within the duration of the posting, that they wish to transfer into the vacancy, the position will be filled by the person on the Transfer List who meets the minimum qualifications and has the most seniority.

An individual can only transfer, via the operation of this list, into a position within the same or lower paid job classification within the bargaining unit. He/she may specify a position within the same location, in order to change the hours of his work, and he/she may identify a position with more hours of work, per week.

13.03

Restrictions on Transfers, Applications

When an employee applies for a lateral transfer into a permanent position, or wins a competition for a permanent position that is in the same classification as the position already held by the employee, then he/she may not, during the following

six (6) months, apply for another lateral transfer, or compete again for a vacant permanent position within the same classification, unless the parties to this agreement mutually agree otherwise in writing.

Notwithstanding the above, if a new program or residence opens, the parties agree to meet to discuss waiving the six month requirement referred to above.

13.04 Information in Postings

Such notice shall contain the following information:

Nature of position and current: location, qualifications, required knowledge, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those reasonably related to the performance of the job function and may not be established in an arbitrary or discriminatory manner. In the event a work site relocates to another address it will not constitute a need for a job posting, staff working at that work site will work from the new address.

An involuntary transfer from one location to another must guarantee the employee's position and hours of work, and the employee shall have the right of refusal if the transfer is to another town and that town is further from the employee's current place of residence.

13.05 No Outside Advertising

No outside advertisement for any vacancy required to be posted pursuant to this agreement shall be placed until the position has been posted for seven (7) days.

13.06 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- 1) the principle of promotion within the service of the Employer;
- 2) that job opportunity should increase in proportion to length of service;
- 3) the importance of meeting specialized needs of supported persons.

Therefore, in selecting a suitable applicant, the Employer shall consider:

- a) seniority; and
- b) skill, knowledge, experience, ability to relate to consumers who are being supported, and ability to perform the requirements of the position.

Where the qualifications listed in (b), above, are relatively equal, the position will be given to the more senior applicant.

Part-time employees are allowed to apply for full-time positions.

It is understood that a part time employee who had passed probation as of May 1, 2013 and who has accumulated 7,000 hours of work will be deemed to have met the educational requirements when applying for full time jobs.

13.07

Trial Period

The successful applicant shall be notified within one week following the end of the posting period. He/she shall be given a trial period of two (2) months, during which the employee will be familiarized with the duties of the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling (with just cause) to continue to perform the duties of the new job classification, he/she will be returned to his/her former position, wage or salary rate, without loss of seniority. Just cause refers to a substantive and/or unforeseen problem in the workplace and shall not be interpreted to accommodate or encourage employees who wish simply to try out a new venue. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

13.08

a) Notification to Employee and Union

The name of the successful applicant shall be posted on all bulletin boards or included in the communication binders. The name of the successful applicant shall be sent to the Union Unit Chair at the time it is placed on the bulletin boards or in the communication binders.

b) Notification to Unsuccessful Applicants

Upon request, unsuccessful internal applicants will be granted an interview with the Program Director, or designate, who will explain the reasons for the candidate's lack of success.

c) Via the month end Union Dues Listing, which shall be copied to the Unit Chair, the employer will notify the union of the following changes to any employee's status:

- New hirings, layoffs, resignations and terminations;
- Promotion to Full Time status;
- The commencement / termination of a contractual Full Time assignment;
- Current status of Part Time employees

13.09

Training Course

An Employee may inform his or her Manager of any training he or she is interested in receiving. The Employer will keep employees informed of the types of training courses being conducted on a regular basis. Where the Employer determines that a training course is appropriate, and may be appropriate for any of a number of employees, and where time limits for registration permits, the Employer will notify employees of the training course available in order that they may signify their interest in receiving such training. The Union recognizes that the Employer, in its implementation of this article, will be mindful of its budget, and may give precedence to its Full Time employees.

ARTICLE 14 - LAYOFFS AND RECALLS

- 14.01 Definition of Layoff
A lay-off shall be defined as a reduction in the work force, or, for Part Time employees only, a reduction in the regular hours of work as defined by this agreement.
- 14.02 Role of Seniority in Lay-Offs
Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, and where consistent with the Employer's right to target the program for the layoff, Employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may bump an employee with less seniority, but there shall be no "bumping up." This will mean that, within the same bargaining unit, an employee may bump within the same job classification, or into a lower job classification. For clarity, employees may, thereby, increase their regular hours of work but they may not bump into a higher job classification.
- 14.03 Grievance on Layoffs
Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance procedure.
- 14.04 a) Notice of Lay-Off or Restructuring
The Employer where possible shall give the union sixty (60) days notice in writing in the event the Employer is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs that exceed one (1) week; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members. Should the above sixty (60) days notice not be possible the employer shall notify the Union as soon as it is possible. The Union shall be notified prior to other bargaining unit employees.
- The Employer shall meet with the Union within five (5) working days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.
- The above clause does not cover a short term layoff over the Christmas period. In this case, the employer will give the union as much notice as possible.
- b) The Employer will provide an affected Employee with notice in accordance with the *Employment Standards Act*. However, in the event of a long term or permanent layoff the Employer will provide a minimum of three week's notice, even if that exceeds the ESA requirement.
- 14.05 Laid off Employees shall retain seniority, service and recall rights for twenty four

(24) months from the last date of layoff, unless the laid off employee elects, at any point during her layoff, in writing, to receive termination and/or severance pay to which she may be entitled pursuant to the provisions of the Employment Standards Act, rather than retain recall rights under this agreement.

14.06

An Employee in receipt of notice of layoff may:

- a) accept the layoff; or
- b) displace another Employee who has lesser bargaining-unit seniority, subject to 14.02 above. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff.

An Employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff. In the case of any layoff occurring between December 15th and January 5th, the Employee shall advise the Employer of his or her intention within seven (7) business days.

14.07

Recall

- a) Except where the employee has abandoned any right of recall under this agreement pursuant to the Employment Standards Act, and subject to 14.02 above, an Employee shall have opportunity of recall from a layoff to a vacancy, in order of seniority. However, this right does not imply any suspension of the normal transfer and posting process. The potential recall will only take place after it has been determined that no more senior Employee, who is qualified (as per 13.04 above), and able to perform the work, has applied for the vacant position, or is eligible to move into it via the Transfer List.

An Employee on the recall list may apply for a vacant position that is in a higher job classification than that from which he or she was laid off, but he or she may not be recalled into such a vacancy unless they are the successful applicant.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

- b) A laid off employee who has been recalled into a different classification, or into the same classification but at a different location, shall have the option of returning to the position held prior to the layoff should it become vacant within six months of his recall.
- c) New employees shall not be hired until those who are qualified and laid off have been given an opportunity of recall.
- d) The Employer shall notify the Employee of recall opportunities in the manner it deems most expeditious, stating the nature of the job, the rate of

pay, and the precise or approximate start date, as the case may be. Failing a more satisfactory method, this information will be conveyed by registered mail, to the last address on record, and the employee is solely responsible for his or her proper address being on record with the Employer.

- e) An Employee may be recalled to a temporary vacancy of less than three (3) months, but he/she shall not be required to accept and may instead remain on layoff.
- f) Notwithstanding the above (in 14.01 thru 14.06), in a layoff that specifically targets the employees in the Respite Program, and which does not exceed 13 weeks, the recall notice will be simultaneously issued to all employees who have been impacted, directly or indirectly, and all employees will return to their position and place of work immediately prior to the layoff.

ARTICLE 15 - HOURS OF WORK

- 15.01
- a) The normal hours of work for Part Time employees shall not regularly exceed 48 paid hours averaged over a two week period subject to Article 15.02 (c).
 - b) No part time employees shall be required to work in excess of (12) consecutive hours without mutual agreement between the employee and employer.
 - c) Before the employer offers vacation replacement hours or temporary vacancies to summer students, if any, all such hours will be offered to part time employees
 - d) No part time employee will be required to work a split shift unless mutually agreed upon between the Employer and employee with notice of such agreement to the Union.
 - e) No employee will be required to work for more than seven (7) consecutive days unless by mutual agreement.
 - f) Exchange of Shifts
Employees may exchange shifts, as well as days off, with other employees (i.e. with eligible employees in the full time and part time bargaining units) if said shifts fall within the same two (2) week pay period. Part time float employees may not exchange their regularly scheduled shifts except with each other. The request must be submitted in writing to the site manager or designate and it must be signed by the two (2) employees wishing to exchange shifts. A Manager who is given at least 48 hours notice will approve such a request or convey a sound business reason for the denial. If 48 hours notice is not provided, the request may be denied at the Manager's discretion.

It is understood that each employee must be deemed trained at the exchanged program site; that such exchange shall not result in the payment of overtime, and that each employee shall receive the rate of pay

originally scheduled.

g) Systems Monitoring

During the life of this agreement, the parties may, through mutual agreement achieved in meetings of the Employee Relations Committee, alter or further refine the procedures outlined below, in 15.02 (c) and (d).

h) Overnight Positions

The regular hours of work shall be between 10 p.m. and 8:30 a.m., inclusive of a paid lunch period of one half (1/2) hour. Each shift shall consist of ten (10) consecutive hours. Part time employees will receive their regular rate of pay for working O/N shifts, whether these be O/N Awake or O/N Asleep shifts.

Specific duties adhere to the O/N Awake and O/N Asleep Job Descriptions, and part time employees who agree to work either of these shifts are committing to perform all tasks associated with them. It is understood that the primary obligation of O/N Asleep staff is to wake and respond to emergency situations and instances of supported persons needs.

The employer reserves the right to designate an O/N Asleep shift as an Awake shift, at the point of offering the vacancy to a part time employee.

The Employer shall provide necessary and appropriate facilities for the overnight asleep position.

15.02

a) Work schedules for part time employees are fixed (typically a day or evening shift every Saturday and Sunday) and will not be changed without at least two weeks notice, or upon mutual agreement.

b) Part time employees' work schedule will be based in a fixed program.

c) Opportunity to Work Additional Shifts

The following shall define the manner in which vacant shifts are filled by employees who have declared themselves available and are qualified to work them.

The scheduling database shall be used to fill shifts in this sequence; for less than two weeks of notice via phone calls, or personally, shifts will be offered in this sequence:

1. Part Time, in house (by seniority), to a maximum of 48 hours;
2. Full Time, in house (by seniority), to a maximum of 80 hours;
3. Part Time, in house (by seniority), to a maximum of 80 hours;
4. Full Time, out of house (by seniority), if trained, to a maximum of 80 hours, (who have not already declined a shift at step 2 above);
5. Part Time, out of house (by seniority), if trained, to a maximum of 80 hours.
6. Casuals

Seniority dictates the sequence in which shifts are offered on a descending basis within each pay period. However, an employee who declines the offered shift(s) forfeits his opportunity, until the next pass down the list or until the next pay period.

Where the employer cancels an additional shift the employee will be replaced on the seniority list as if the shift was not offered.

d) Training in Secondary Locations

Training will consist of one or more shadow shifts to familiarize the employee with an alternate location. Employees may request an opportunity to train in alternate locations and such requests will only be denied for sound business reasons (including a demonstrated disinclination to work extra shifts in one's home location). Having trained in an alternate location, the employee will be put on that site's Call In List, and vacant shifts at that site will be offered to him/her in the sequence shown above – in 15.02 (c).

The employer shall have the right to remove employees from one or more Call-In Lists (i.e. the call-in lists at locations where the employee has been trained) when it can be demonstrated that offers have been made, over an extended period of time, and the employee has not proven himself to be reasonably available.

Having been removed, the employee shall be allowed to be reinstated on one or more Call-In Lists when the circumstances leading to his removal have changed.

This clause shall not be administered in bad faith or in ways that are arbitrary or discriminatory.

15.03 Relaxation Periods

Employees shall be permitted a period of at least thirty (30) minutes of cumulative relaxation time during shifts of five (5) hours or more in duration. In addition, employees shall be entitled to a half hour paid meal period. Employees shall be permitted a period of at least fifteen (15) minutes of cumulative relaxation time during shifts of less than five (5) hours in duration.

The parties agree that all break times referenced above shall be taken at the work premises and may need to take place in the presence of supported persons.

15.04 Recreational Outings

Employees and the Employer will mutually agree to adjust work schedules to accommodate any preplanned recreational outings as required. Any time spent on recreational outings shall only be considered time worked for the purpose of any claims under the W.S.I.B. Act.

Note: Employees will only be paid for hours which they normally would have been scheduled for.

15.05 When an employee reports for scheduled hours of work and fewer hours than scheduled, or no hours at all, are available, the employee will be paid for a minimum of three (3) hours at her regular straight time hourly rate. Where alternate work is provided, the appropriate straight time or overtime rates apply as the case may be.

15.06 Nothing in this Article shall be construed as any guarantee of hours of work.

ARTICLE 16 – OVERTIME

16.01 Bi-weekly Overtime

Overtime at the rate of time and one half (1 1/2) the employee's regular hourly rate shall be paid for all time worked in excess of eighty (80) hours in a two week pay period. For the purpose of this Article all time paid shall be considered time worked.

16.02 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

16.03 Sharing of Overtime

Overtime shall be divided equitably among employees who are willing and qualified to perform the available work.

16.04 Call Back Pay Guarantee

Call Back pertains to the following specific circumstance: an employee completes his shift and leaves the workplace; then, because of an emergency, he is called back, on the same day, in order to explain or account for what transpired during his shift. In this circumstance, the employee shall be paid for a minimum of three (3) hours at overtime rates but will be able to leave as soon as he has provided all of the required information.

16.05 Reporting Pay

Employees who report for any scheduled shifts will be guaranteed at least three (3) hours of work, or if no work is available will be paid at least three (3) hours. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work, nor will it apply in situations where the absence of work and the lack of prior notice were outside of the Employer's control. "Outside the Employer's control" shall not include instances where Managers or other Management Personnel have directed Employees to do the call in.

Employer to post time of site meeting/in-service training and employees to be paid for all time posted or, if the time exceeds posted period, all time spent in meeting.

16.06 Time Off in Lieu of Overtime

Instead of cash payment for overtime, a part time employee may choose to receive time off at the overtime rate at a time mutually agreed upon by the employer and the employee.

ARTICLE 17 - PAID HOLIDAYS

17.01 The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	First Monday in August
Labour Day	Thanksgiving Day
December 24	Christmas Day
Boxing Day	December 31
Family Day	

and any other day declared or proclaimed as a holiday by the Employment Standards Act.

- 17.02
- a) All stat holidays shall fall on the actual calendar day they fall on. Where Part Time employees work Monday to Friday only, should a holiday fall on a Saturday or Sunday it shall be declared to have fallen on Monday.
 - b) Part Time employees will only be paid in accordance with the Employment Standards Act for the actual calendar day the stat falls on.

17.03 Requirement to Work on Paid Holidays During Critical Periods

There shall be two periods designated as “critical periods” for staffing:

- a) December 24th starting at 3:00 p.m. to December 25th ending at 10:00 p.m.,
- b) December 31st starting at 3:00 p.m. to January 1st ending at 3:00 p.m.

In order to fill all regular shifts falling within these critical periods, each Part Time employee must be scheduled to work, and must agree to work, one shift during either one period or the other (a or b above). The preference of which shift to work, within these stated periods, will be as follows:

- 1) Full Time employees shall have the first right of refusal;
- 2) Part Time employees, in house, and in order of seniority, will choose one shift if not already assigned thru existing schedule;
- 3) Part Time employees who have received a lay off in accordance with Article 14 pertaining to Dec 24 to Jan 2, or whose program has closed on critical period stats, shall choose one shift in order of seniority;
- 4) Casual employees;
- 5) All remaining vacant shifts shall be posted agency wide, by October 15th, and will then be equitably distributed, by seniority, where employees have

been appropriately trained in accordance to Article # 15.01 (h) in the full-time agreement and # 15.02 (d) in the part time agreement;

- 6) If vacancies still exist it will be filled in accordance with the full-time agreement. Part Time employees who are hired prior to November 15th (see 17.04 below) will be required to work critical period shifts.

17.04 Christmas schedules shall be completed and posted by November 15th. No changes shall be made without the consent of the Employer and Employee.

ARTICLE 18 - VACATIONS

- 18.01 a) Permanent part time, casual and temporary employees who have less than 1820 hours of service shall receive 4% vacation pay (*equivalent to two weeks unpaid leave*).
- b) 1,820 hours to 3,599 hours of service = 6% vacation pay. (*equivalent to three weeks unpaid leave*).
- c) 3,600 hours to 6,499 hours of service = 7% vacation pay. (*equivalent to three and one half weeks unpaid leave*).
- d) 6,500 hours to 9,999 hours of service = 8% vacation pay. (*equivalent to four weeks unpaid leave*).
- e) 10,000 hours to 13,999 hours of service = 10% vacation pay. (*equivalent to five weeks unpaid leave*).
- f) 14,000 or more hours of service = 12% vacation pay. (*equivalent to six weeks unpaid leave*).

A part-time employee who works on a weekly basis may take the number of weeks off work without pay equal to the equivalent weeks of unpaid leave as stated above and employees who work every other week or every other weekend shall be entitled to 50% of the time. An employee may take less but must take two weeks unless otherwise agreed in writing.

Vacation pay entitlements shall be paid out twice each year: on the second pay in June and again on the second pay in November.

18.02 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.03 Preference in Vacation

Vacations shall be granted to part time employees in order of seniority in accordance with Article 18.04. The Employer shall base its decision on a set of program specific quotas which shall be discussed with the Unit Chair, or designate, on an annual basis, by January 1st. The Employer shall post in each program the total number of part time staff allowed off at any one time by January 15th of each year. Should an employee not schedule their full vacation

by February 1st (see below), vacation requested after February 1st shall be granted on a first request basis.

18.04 Vacation Schedule

Part time employees shall request their vacation by February 1st. The Employer shall finalize the vacation schedule and post by March 1st. Once vacation schedules are posted on the bulletin board the vacation shall not be altered except by mutual agreement, in writing, between the employee and the employer.

18.05 Part time employees may request to take one (1) day at a time which shall be granted upon mutual consent between the Employee and the Employer.

ARTICLE 19 – LEFT VACANT BY THE PARTIES

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations and conciliation with the Employer and part-time employees who are not scheduled to work during negotiations shall be paid for these hours in negotiations to a maximum of 7 hours, at his/her normal rate of pay, per day.

In view of these pay provisions, the parties agree that only full days will be scheduled for the purpose of bargaining unless otherwise mutually agreed.

20.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance procedures. For time involved in arbitration procedures the union shall reimburse the Employer for the amount of wages paid to the Employee during the arbitration proceedings upon request from the Employer.

20.03 Union Leave

a) An employee elected or appointed to represent the union may request a leave of absence with pay and benefits. In bargaining years, each employee on the negotiating committee may request 3 days leave of absence with pay and benefits for the purpose of bargaining preparation. The employer will then make every reasonable effort to replace the employee, without putting a replacement staff into overtime, and without the work having to be contracted out. If the employer's efforts are successful, the request will be granted.

The Union shall reimburse the Employer for the amount of wages paid to the employee, and for benefit costs, during the leave of absence upon request from the Employer. Such leaves of absence shall not exceed a cumulative total of twenty-two (22) days per calendar year for the bargaining unit, excluding those

days taken in bargaining years for preparation purposes.

b) The Employer will allow a Representative to attend the National Convention and this shall be in addition to Article 20.03(a).

20.04

Paid Bereavement Leave

a) An employee shall be granted five (5) consecutive calendar days' leave, without loss of pay or benefits, in the case of death of a spouse, parent, common-law spouse, brother, sister, child, grandchild, stepchild, step parent, foster parent, fiancé.

An employee shall be granted three (3) consecutive calendar days' leave, without loss of pay or benefits, in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparent, grandparent, niece and nephew.

An employee shall be granted one (1) day of leave, without loss of pay or benefits, in the case of death of an aunt or uncle. A relative shall include a person related by marriage, adoption, common law or guardianship. If required, additional unpaid travel time shall be granted to attend a ceremony.

When counting consecutive days this shall include any days not scheduled to work from the time the employee makes his/her request to start such leave.

Where the funeral occurs outside the consecutive days listed above the employee shall be allowed to save one (1) paid day to attend the funeral or burial.

Notwithstanding the 1 day to attend the funeral or burial, bereavement leave shall begin within 7 days of the death.

20.05

Maternity, Parental/Adoption Leave

a) Term of Leave

An employee shall receive maternity and parental leave in accordance with the Employment Standards Act. Requests for maternity / parental / adoption leave shall be made in writing at least two (2) weeks in advance of the leave. The written request shall indicate the proposed length of maternity and parental/adoption leave (if applicable). The request shall include a doctor's certificate indicating the expected delivery date and particulars about the leave.

b) Status and Seniority Accumulation During Maternity, Parental/Adoption Leave

While on maternity / parental / adoption leave, an employee shall retain her full employment status and rights and shall accumulate all benefits under this collective agreement. Seniority shall continue to accrue while on leave and shall be based on an average of hours paid over the previous twenty-six (26) weeks prior to the leave. The seniority list posted under Article 12.02 shall reflect the accumulated seniority while on the leave.

c) Employer Payment of Employee Benefits During Maternity/Parental Leave
During the period of maternity / parental / adoption leave, the Employer shall continue to pay their share of the benefits in accordance with Article 23 of this agreement. The Executive Director shall arrange with the Employee a mutually agreed upon payment schedule for the Employee's share of the cost of benefits.

d) Procedure Upon Return from Maternity Leave

If an employee's date of return to work differs from that provided in (a) above, she/he shall provide the Employer with at least four (4) weeks notice in writing. On return from maternity / parental / adoption leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position in her department of equal rank and value at the same rate of pay.

e) Paternity Leave

The employee will inform the employer at least one month before the desired leave of absence, which may be before and/or after the birth. On request, the employee will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery. Leave of absence with full pay and benefits shall be granted for a period not to exceed two (2) days. In addition to the above, the employee may exercise their rights to Parental Leave provided for in the Employment Standards Act and covered by Unemployment Insurance.

20.06 Time Off for Elections

The Employer will apply the provisions of the relevant electoral legislation.

20.07 Paid Jury or Court Witness Duty Leave

If provided with a copy of the summons, the Employer shall grant leave of absence, in respect of regularly or pre-scheduled shifts, without loss of seniority benefits, to any employee who serves as juror or who attends as a witness under summons or subpoena before any court or any coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

20.08 Education Leave

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with five (5) years' employment who wish to further their education, shall be permitted up to one year of education leave. Service and seniority shall be retained but not accumulated nor shall the employee accrue vacation, sick leave or other accrued benefits. Upon completion of the leave the employee shall be placed in his/her former position.

20.09 General Leave
Part Time employees, who have completed probation, may request for good and sufficient cause leaves of absence for periods of up to three months. In special circumstances such leaves may also be extended beyond three months. However, only one leave of absence will be granted in any two year period. All requests for leave must be approved by the employer, but such approval shall not be withheld without just cause.

20.10 Obligatory Leave
Employees, regardless of job classification or location of work, will be offered the opportunity to attend timely training and re-certification courses in Non-Violent Crisis Intervention or Safe Management (the choice being at the Employer's discretion). Their attendance will be deemed to be time worked and there will be no cost for said training.

Employees will be provided with at least two (2) timely training opportunities prior to the expiry date of their certification.

Employees who fail to attend either session will be placed on layoff (unpaid leave) until such time as they are re-certified, and ongoing failure to accept this training will result in disciplinary action.

The above will not apply to employees who are on extended sick leave during the months preceding the expiry of their certification. However, when they are ready to return to work they must attend the first training opportunity that is offered, and they may be subject to temporary reassignment pending their re-certification.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days
The Employer shall pay the wages of employees every two weeks. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions.

21.02 Pay on Temporary Transfer, Higher Rated Job
When an employee is assigned to a classification with a starting rate which is higher than the employee's rate of pay, the employee shall receive the starting rate for that classification for the second consecutive shift assignment to that classification, and for each consecutive shift assignment to that classification thereafter. Where the starting rate is lower than the employee's current salary rate he shall receive the rate of pay which is next higher than his salary rate.

21.03 Pay on Transfer, Lower Rated Job
Where at the request of the Employer an employee is temporarily assigned, for one shift or more, to a position with a lower maximum rate of pay than the

employee's rate of pay, the employee shall maintain her rate of pay. For the purpose of clarity, this article does not apply to an employee who is demoted or acquires a position through the exercise of bumping rights.

21.04 Automobile Allowance

Travel rates paid to an employee who has been pre-authorized to use his own automobile to travel on the Employer's business shall be as follows:

- a) forty-five (45) cents per kilometre.
- b) The Employer shall also pay for the Endorsement 6A (Permission to Carry Passengers for Compensation) to a maximum of \$250 per year. However, to be eligible for reimbursement, any charge exceeding \$200 requires prior approval.

21.05 The Employer agrees to pay an Employee the cost of her meals provided:

- a) the employee is on work time off the employer's premises at training or a conference during normally accepted meal times .
- b) the employee submits receipts proving the cost of such meals.
- c) such costs shall not exceed \$15.00 for lunches and \$25.00 for dinner, inclusive of gratuities and taxes, in cases where the employee is attending an out of town training event or conference, whether in a support role or not.
- d) electronic transfers will be made to each program's debit card to defray the cost of meals at local restaurants with supported people. Each program's budget for such expenditures, the means of administering it, the frequency of the transfers, etc. shall be determined by policy. Employees will not pay out of pocket for such meals, nor will they be reimbursed for doing so.
- e) Where a residential employee is unable to leave their work site, meals will be provided at no cost to the employee.

21.06 Damage to Vehicle

The Employer shall pay the cost of damage done to an Employee's vehicle if the damage is caused by the behavior of a supported person.

The Employer shall pay the cost of damage done to an Employee's personal property including but not limited to clothing (to a maximum of \$100.00) and eyeglasses (to maximum of \$600.00)

Upon request, the Employee will provide the Employer with three (3) estimates.

ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION

22.01 Changes in Classification

- a) The employer shall prepare a new job description whenever a new job is created.

- b) When a new job classification is created, the rate of pay shall be subject to negotiations between the Employer and the Union. The rate of pay shall be set by the Employer pending such negotiations. If the parties are unable to agree on the rate of pay for the new classification, such dispute shall be submitted to grievance and arbitration for determination. The arbitrator shall determine the rate of pay to be applied to the classification and any question of retroactivity, however the arbitrator shall only consider classifications within this collective agreement for comparison in arriving at the appropriate rate.

22.02

Qualifications

Should job qualifications change, members already in the bargaining unit shall be deemed qualified in their current position

ARTICLE 23 - BENEFIT PLANS

23.01

Percentage in Lieu of Benefits

A part-time employee, having achieved probation, shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Employer, as part of direct compensation or otherwise save and except salary, vacation pay, statutory holiday pay, reporting pay, jury and witness duty, bereavement pay) an amount equal to 6% of his/her straight time hourly rate for all straight time hours paid.

23.02

Multi-Sector Pension Plan (MSPP)

In this Article, the terms used shall have the meanings as described:

- a) “Plan” means a retirement vehicle as determined by the Union (multi-sector pension plan).
“Applicable Wages” means the basic straight time wages for all hours worked and in addition:
 - i) the straight time component of hours worked on a holiday;
 - ii) holiday pay, for the hours not worked;
 - iii) vacation pay;
 - iv) Paid Bereavement Leave;
 - v) Paid Jury Duty;
 - vi) Paid Negotiations/Grievance; and
 - vii) Paid Leaves of Absence.

All other payments, premiums, allowances and similar payments are excluded. Eligible employee” means part time employees in the bargaining unit who have completed seven hundred (700) hours of service.

- b) Each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to three percent (3%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three

- percent (3%) of Applicable Wages to the Plan.
- c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends 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 in force between the parties.

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 amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article 24.02 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
- ii) To Be Provided With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer.

- iii) To Be Provided Initially and As Status Changes
Full Address
Termination Date Where Applicable (MM/DD/YY)
Marital Status

23.03 Additional Benefits

1. The cost of medical certificates required at the time of hiring shall be paid by the Employer to a maximum of \$20.00.
2. Where it is determined by the employee, in consultation with her physician, that TB inoculations and/or Hep B vaccinations are advisable, in connection with the employee's work, the Employer will cover any resulting, uninsured costs.

23.04 Workplace Safety and Insurance Board

All employees shall be covered by the Workplace Safety and Insurance Board Act or shall be covered by a program that provides benefits that are as good or better. No employee shall have his employment terminated in violation of the above mentioned act and the Ontario Human Rights Code.

23.05 Continuation of Pay

An employee may request a non-payroll advance from the Employer to aid in the transition to WSIB benefits. The Executive Director will be responsible for approving such request and implementing a mutually agreeable repayment schedule.

23.06 Continuation of Rights and Benefits

An employee receiving payment for a compensable injury under WSIB shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on WSIB, the Employer shall continue to pay their share of all premiums for Employee Benefit Plans, including the Pension Plan, based on one hundred percent (100%) of earnings.

Seniority lists posted under Article 12.02 shall continue to reflect an employee's accrued seniority while she/he is away from work due to illness or disability, subject to 12.04 (7) above. It is understood, for part time employees, the seniority accrual shall be equal to an average of their hours paid over the previous twenty-six (26) weeks.

23.07

Return to Work & Modified Work

An employee's right to modified work or to a return to regular duties following a compensable injury shall be as set out in the W.S.I.B. Act, and/or in accordance with rights afforded under the Ontario Human Rights Code.

The employee has the right to be represented by a Union Steward, appointed by the union, in regard to all return to work and modified work proposals which directly affect him or her.

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The parties will make reasonable efforts to place disabled employees in their regular classification. The full range of accommodation will be considered to enable employees with disabilities to perform the core duties of their positions. If this is not possible, the parties will cooperate in finding suitable alternative employment. The foregoing shall not be construed to, in any way, augment the Employer's duty to accommodate under the aforementioned acts.

The parties agree to establish a Joint Return to Work core committee consisting of the Unit Chair and a Management representative, who will serve as Co-Chairpersons. The Committee may be augmented by mutual agreement of the Co-Chairpersons to include the Employee and a second Management representative. The Management Co-Chair person will serve as the Committee's liaison with the treating physician, rehabilitation specialist, etc. Copies of all minutes shall be provided to the Union co-chair.

Where the Employee cannot be accommodated in their regular classification the Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for:

1. The safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident, whether work-related or not.
2. The return to productive and gainful employment, where practicable, for those employees who have become incapable of fully performing the duties of their own classification but who are medically certified as capable of performing the duties of another classification.

All decisions of the Committee must be unanimous. The Employer shall implement unanimous decisions and the Union shall not grieve such decisions. If unanimity is not achieved, the Employer shall act as it deems fit as shall the

Union. In no way does the aforementioned preclude an individual Employee from exercising his or her rights.

ARTICLE 24 - TECHNOLOGICAL AND OTHER CHANGES

24.01 In the event that it may be determined by the Employer to change the method of providing services to the supported people by technological change and it is also considered necessary to consider displacing a regular employee from her job, the Employer, in accordance with past practice, prior to displacing such employee shall consider the following:

- 1) Be responsible for retaining such employee, if possible.
- 2) Relocate the employee to another job in her area of competence, etc.
- 3) Afford the employee the opportunity of retraining in an alternate job provided such employee is trainable.
- 4) Notify the Union of any such changes as soon as practicable and afford the employee the opportunity to meet with the Employer's Human Resources Dept. and such other management personnel as he considers appropriate, such meeting to be held prior to implementation.
- 5) In the event that none of the items 1), 2) and 3) above can take place, any lay off that may have to be actioned will be done in accordance with Article 14.

ARTICLE 25 - JOB SECURITY

25.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently performed by the bargaining unit or work hereafter assigned to the bargaining unit shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed in whole or in part, to any plant, person, company, or non-unit Employee except in the cases mutually agreed to between the Union and the Employer

ARTICLE 26 - GENERAL CONDITIONS AND BENEFITS

26.01 Accommodation

The Employer will continue to provide meal areas and food and clothing storage facilities as currently provided.

26.02 Bulletin Boards - Communication Books

The Employer shall provide Bulletin Boards or Communication Books which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26.03 Tools

The Employer shall provide the tools which it deems necessary for the performance of employee duties.

26.04

Personnel Records

An employee may view his personnel record in the presence of a manager upon reasonable notice and at a time during office hours that is mutually agreed. An employee shall have the right to request copies of any material contained in her personnel record, which copies will be provided within a reasonable period of time by the employer. An employee shall have the right to include with any record her comments related to that record.

26.05

Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.

26.06

Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer agrees to use its best efforts to attempt to ensure that:

- 1) Employees shall be credited with all seniority rights with the new Employer.
- 2) All service credits relating to vacation with pay and other benefits shall be recognized by the new Employer.
- 3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- 4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- 5) No employee shall suffer a loss of employment as a result of a merger.
- 6) Preference in location of employment in the merged municipality or agency shall be on the basis of seniority.

26.07

No Pyramiding

There shall be no pyramiding of premiums or benefits pursuant to this agreement.

26.08

Professional Colleges

There will be no requirement for any bargaining unit member to become a member of a college unless required by a Ministry directive, regulation or legislation.

Membership and/or non-membership in the college will not be a matter of discipline nor a consideration in terminations or in successful internal applications and promotions unless membership in the college or accreditation by the college is required by a Ministry directive, regulation or legislation.

Where legislation or the Employer requires employees to become members of a College, the Employer shall pay the full costs of all registration and membership fees provided the Ministry supplies funds for this purpose. Should the Ministry

not provide these funds the Employer agrees to meet with the Union to look for possible ways to eliminate the cost to bargaining unit employees.

26.09

Surveillance

It is understood that the primary purpose of video surveillance or monitoring systems is to monitor supported people and to protect their safety. The system is not intended as a mechanism through which to initiate discipline. However, if a complaint or some other situation compels the employer to review a tape, the tape may then be used as evidence in disciplinary proceedings.

The Employer shall consult with the Union prior to the installation and/or location of any surveillance/monitoring system.

26.10

Legal Liability

The agency shall provide full costs of retaining legal counsel for employees and former employees where legal action(s) is taken against such employees arising out of the performance of the employee's duties and responsibilities provided that such employee or former employee was following the agency's or the employer's policies, procedures or direction.

However, legal counsel will not be provided to employees or ex-employees with respect to criminal charges. That said, legal coverage may be offered based on the facts of each individual case as determined by the employer

The employee has the right of union representation at all times during this process.

ARTICLE 27 - HEALTH AND SAFETY

27.01

Debriefing and Professional Post Traumatic Counselling

In accordance with Policy C-25, internal debriefing will be conducted within forty-eight (48) hours of each instance of workplace violence. Where the Employee and Employer agree that professional post traumatic counselling is required, or when the Employee presents a physician's certificate indicating such counselling is required, the Employer will arrange for a consultation, pay for the service and pay for the time spent.

27.02

In the event that the employee identifies to the Employer a safety risk in the direct performance of his/her duties the Employer shall meet with the employee and assess the degree of risk and develop a plan, if necessary, to ensure the safety of the employee while in the performance of his/her duties.

27.03

The Parties agree to abide by the *Occupational Health & Safety Act* with particular focus on the following sections of the Act: (s) 5, (s) 9, (s) 25, (s) 27, (s) 28, (s) 32, (s) 50, (s) 51, (s) 52.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and her rights and obligations under it. For this reason the Employer or the Union shall print sufficient copies of the agreement within thirty (30) days of signing at fifty percent (50%) shared cost.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Duration

This agreement shall be binding and remain in effect from April 1st 2014 to March 31, 2016 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of this agreement.

29.02 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by the parties on mutual agreement at any time during the existence of this agreement.

ARTICLE 30 - RETROACTIVITY

30.01 Retroactive payments, consequent upon the increases outlined in Schedule A, will be made within thirty (30) days of signing. If an Employee has left his or her employment prior to date of ratification, the Employer shall advise the Employee by notice, in writing, to the last known address of the Employee on the records of the Employer, and the Employee shall have thirty (30) days from the posting within which to claim any payment due to him or her, and failing claim for payment the Employer shall not be further obliged for payment to such Employee.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 2936-11

SIGNED ON BEHALF OF
COMMUNITY LIVING
DURHAM NORTH

Schedule "A"

Wages as of March 31, 2014

Part-Time Support Worker	\$19.61
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Effective April 1, 2014: 20 cents per hour increase to the Job Rate of all classifications.
Effective April 1, 2015: 20 cents per hour increase to the Job Rate of all classifications.

LETTER OF UNDERSTANDING
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-11
AND
COMMUNITY LIVING DURHAM NORTH

Re: Core Competencies

It is understood that the agency has developed core competencies for the workplace. The purpose of core competencies is to improve the quality of supports being provided to the individuals who are supported by the agency and to develop and enhance the skills of the employees providing these supports. Core Competencies have not been implemented in order to directly influence the agency's disciplinary processes.

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-11

COMMUNITY LIVING DURHAM
NORTH

LETTER OF UNDERSTANDING

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-11**

AND

COMMUNITY LIVING DURHAM NORTH

Re: Conversion to Full Time

The Employer Relations Committee shall meet to review, in a timely fashion, the use of part time positions within the agency. The parties shall discuss the issues surrounding the conversion of part time positions to full time positions. The Employer shall make available all relevant information in order for the parties to have an informed discussion.

Should the MCSS provide any funds to the agency for the purpose of converting part-time positions to full-time positions the parties shall examine the proposals presented by the union during bargaining provided they are not in conflict with the MCSS directives.

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-11

COMMUNITY LIVING DURHAM
NORTH

LETTER OF UNDERSTANDING
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-11
AND
COMMUNITY LIVING DURHAM NORTH

Re: Joint Lobbying

The Employer and the Union agree to lobby the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to people with developmental disabilities and their families. Key objectives of this lobby are improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-11

COMMUNITY LIVING DURHAM
NORTH

LETTER OF UNDERSTANDING
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-11
AND
COMMUNITY LIVING DURHAM NORTH

Re: Additional Funding

This will confirm the understanding of the parties during the term of the collective agreement, which expires on March 31, 2014 with respect to the following matters:

In the event that MCSS provides the Employer with funding, specifically targeted for wages and or benefits, for the term of this agreement, the Union and the Employer shall meet to negotiate the allocation of such targeted funding to wages and/or benefits.

The employer shall disclose to the union the current level of funding and the full amount of any additional funding received from MCSS that is targeted by the Ministry specifically to wages and/or benefits.

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-11

COMMUNITY LIVING DURHAM
NORTH

LETTER OF UNDERSTANDING
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2936-11

AND

COMMUNITY LIVING DURHAM NORTH

Re: Ongoing Discussions Concerning the Issue of Wages

The Parties recognize the ongoing discussions between the Ministry of Community and Social Services and relevant stakeholders, including CUPE, concerning the issue of wages for front line workers and the stabilization of the Developmental Services sector in Ontario. All monies issued to the Employer, resulting from these discussions, targeted for wage enhancements, Pay Equity obligations, and/or benefits shall be distributed to employees, as directed by MCSS, within 45 days.

Upon request, the employer shall provide the CUPE local with all MCSS correspondence bearing on this issue.

The Parties acknowledge that any increases arising from this LOU will not stack with the increases provided in Schedule "A" of this agreement. To clarify, the Employer is providing a \$0.20 increase to the base wage of all classifications. If a targeted wage increase to a classification is \$0.50, then the increase will be \$0.30 which is the difference between the amount funded by MCSS and the amount already guaranteed by the Employer.

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-11

COMMUNITY LIVING DURHAM
NORTH

**LETTER OF UNDERSTANDING
BETWEEN
COMMUNITY LIVING DURHAM NORTH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2936-11**

Re: Labour Force Strategies

The parties recognize the value of ongoing provincial dialogue as a means of sustaining labour peace and the progress, quality of service and sustainability of the sector. The parties therefore agree to support current and future provincial discussions which seek to strengthen the Developmental Service Sector and to make working in the sector a “career of choice.”

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2936-11

COMMUNITY LIVING DURHAM
NORTH
