

SOURCE	Union		
EFF.	95	04	01
TERM.	96	03	31
NO. OF EMPLOYEES	10		
NO. D'EMPLOYES	10		

COLLECTIVE AGREEMENT

-between-

CENTRE FOR THE DEVELOPMENTALLY CHALLENGED
OF THUNDER BAY AND DISTRICT

-and-

SERVICE EMPLOYEES UNION
LOCAL 268

COLLECTIVE AGREEMENT

TERM: APR. 1, 1995
~~June 20, 1994~~ to March 31, 1996

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JAN 01 1995

THIS AGREEMENT

made this 26th day of October, 1994.

BETWEEN

CENTRE FOR THE DEVELOPMENTALLY CHALLENGED
OF THUNDER BAY AND DISTRICT
Thunder Bay, Hereinafter referred to as "Centre"

OF THE FIRST PART;

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
hereinafter referred to as the "Union" for and on behalf of Local 268 and specifically on behalf of the employees in the collective bargaining unit set forth in section 2.01(b) of Article 2 of this Agreement,

OF THE SECOND PART.

ARTICLE 1 PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. The Union recognizes the obligation of the Employer to provide efficient service to the public pursuant to the relevant legislation and objectives of the Employer.

1.02 It is recognized that employees covered by this Agreement undertake to work together with the Employer towards the common objective of providing the best possible service to the client of the Employer and to the public.

ARTICLE 2 **SCOPE AND RECOGNITION**

2.01 Scope:

(a) Bargaining Agency: The Centre recognizes the Union as the sole collective bargaining agency for all its employees as defined in section (b) of this Article.

(b) The term "**employee**" used herein applies to the bargaining unit of all employees of the Community Activity Department of the Centre in the District of Thunder Bay save and except supervisors, persons above the rank of supervisor and persons in bargaining units for which any trade union held bargaining rights as of June 20, 1994.

ARTICLE 3 **NO CONTRACTING OUT**

The Centre shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 4 **NO STRIKE/LOCK OUT**

4.01 During the term of this Agreement, neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work against the Centre which shall in any way affect the operations of the Centre, nor shall the Centre or any of its officers or officials engage in any lockout of employees.

4.02 It is agreed that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties and to resort to the grievance procedure for the resolution of any complaint or grievance.

4.03 Should there be any violation of either Article 4.01 or 4.02, there shall be no discussion or negotiation of the matter in dispute between the Centre and the Union until normal work has resumed.

4.04 The term "**strike**" and "**lockout**" shall bear the meaning given them in The Ontario Labour Relations Act, R.S.O. 1970, Chapter 232 as amended.

ARTICLE 5 **WORK OF THE BARGAINING UNIT**

5.01 Work of the Bargaining Unit: Employees excluded from the bargaining unit shall not perform duties within the Community Activity Department normally performed by the employees in the bargaining unit which shall directly cause **or** result in the lay-off, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

5.02 (a) Volunteers shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service, or reduction in benefits to employees in the bargaining unit.

 (b) Where the Centre plans a drive to increase the number of volunteers, the Union shall be given reasonable notice. A meeting of the Union and the Centre may be convened if either party so desires, to discuss the volunteer drive.

ARTICLE 6 **RE-OPENER**

6.01 The parties agree that any change to the current business activities of the Community Activity Department of the Centre affecting bargaining unit employees shall constitute a re-opener for the negotiations of a renewal collective agreement, should either party desire.

6.02 The re-opener will supersede Article 7 - Duration and Renewal in that the parties will not be required to wait for the notice period of thirty days prior to the expiry of the collective agreement to give notice to bargain.

6.03 The parties agree to meet as soon as possible to negotiate a comprehensive collective agreement setting forth the parties' expectations, once due notice to bargain has been served, in respect of articles 6.01 and 6.02.

6.04 The contents of this condensed collective agreement signed Jan 12 1995, shall in no way prejudice either party's position to negotiate a comprehensive collective agreement for purposes of future negotiations.

6.05 The parties agree that the renewal collective agreement shall be effective as of the first date of hire of any employee hired to work in the Community Activity Department who falls within the scope of the bargaining unit, and that no retroactivity shall be negotiated for or applied prior to this date. This clause shall have no affect on either party's obligation under the Pay Equity Act.

6.06 The parties agree this agreement constitutes for all intents and purposes a first collective agreement as required under the Ontario Labour Relations Act.

6.07 The Employer agrees to offer job interviews to former Activity Support Workers, who qualify and who were in the employ of the Centre at the time of certification only, for other S.E.I.U. bargaining unit positions, available after exhausting the job posting language, if applicable set forth in the Collective Agreement between "Centre for the Developmentally Challenged and Service Employees Union Local 268". This offer of job interview shall be made available as outlined above for a period of twenty-four months from the date both parties ratify the agreement. For purposes of contacting former Activity Support Workers, the last address known on record shall be used as the address of contact.

6.08 Where the Community Activity Department Activity Program is resumed, the Employer agrees to offer any CAD bargaining unit positions to former Activity Support Workers who satisfy the hiring criteria of the Centre, by seniority, and who were in the employ of the Centre at the time of certification only, with the last address known on record used as the only address for contact. This offer of employment shall be made available, as outlined above, for a period of twenty-four months from the date both parties ratify this agreement.

6.09 Applications for any CAD position received from former CAD Activity Support Workers, who were in the employ of the Centre at the time of certification, shall be considered simultaneously with applications received from current agency employees, for a period of twenty-four months from the date both parties ratify this agreement.

ARTICLE 7 DURATION AND RENEWAL

7.01 Renewal: If either party desires to terminate this Agreement as of midnight on March 31st, 1996 it shall, not less than thirty days and not more than ninety days prior to such date, give written notice to the other of such notice of termination.

If neither party shall so give notice to terminate this Agreement, it shall continue in effect from year to year after the 31st of March, 1996 subject to termination by either party on written notice to the other, given not less than thirty days and not more than ninety days prior to the 31st day of March in any subsequent year.

In the event of such notification being given, negotiations between the parties shall begin within fifteen days following such notification.

All negotiations for renewal or amendment to this Agreement shall be subject to the terms of The Ontario Labour Relations Act, 1970, and amendments thereto.

7.02 Term: This Agreement shall continue in effect until March 31st, 1996 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement,

DATED THIS 12th DAY OF January, 1994.

FOR THE CENTRE:

Carolyn Kaye
Silva
Jamie Dandridge
Wells

FOR THE UNION:

Barbara
James Finlay

MEMORANDUM OF SETTLEMENT

BETWEEN

CENTRE FOR THE DEVELOPMENTALLY CHALLENGED
OF THUNDER BAY AND DISTRICT

AND

SERVICE EMPLOYEES UNION LOCAL 268

FULL TIME AND PART TIME

THE PARTIES AGREE, SUBJECT TO RATIFICATION BY THEIR RESPECTIVE PRINCIPALS, THAT THE FIRST COLLECTIVE AGREEMENT WILL BE EFFECTIVE AS FOLLOWS:

1. Both parties agree to recommend acceptance of Appendix 1 to their respective principals.
2. Appendix will be effected as noted or on ratification by both parties.
3. All other proposals are withdrawn.
4. The Centre confirms that the current students on placement within the CAD department will complete their placements as agreed and the Community Activity Department will not take on students to supervise where the program is not re-opened or that which infringes on bargaining unit work, as per Article 5.02 (a).
5. The Centre has stated that the "hiring criteria" to be used for determining qualifications for employees called back to work in the Community Activity Department for purposes of Article 6.08 shall be as follows: "employees would be required to have two years demonstrated work experience with individuals who are developmentally challenged."

SIGNED AT THUNDER BAY, ONTARIO, THIS 12th DAY OF January, 1995.

FOR THE CENTRE

Carolyn Keay
Laura Dandridge
[Signature]

FOR THE UNION

[Signature]
[Signature]