

| | |
|-------------|----------|
| DATE | 95/11/21 |
| EST. | 95/11/21 |
| Unit No. 56 | 26 |

Unit No. 56

COLLECTIVE AGREEMENT

BETWEEN

THE BARRIE & DISTRICT ASSOCIATION FOR PEOPLE WITH
SPECIAL NEEDS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F.L., C.I.O., C.L.C.

EFFECTIVE: NOVEMBER 21, 1995

EXPIRY: NOVEMBER 20, 1997

FORM 4-88

11-288(21)

INDEX

| ARTICLE | PAGE |
|--|-----------|
| Article 1 Purpose | 1 |
| Article 2 Recognition and Scope | 1 |
| Article 3 Management Rights | 2 |
| Article 4 Types of Employees | 3 |
| Article 5 Check-off of Union Dues | 4 |
| Article 6 No Strikes or Lockouts | 5 |
| Article 7 Union Representation | 5 |
| Article 8 Employer/Union Grievance Procedure | 7 |
| Article 9 Arbitration | 10 |
| Article 10 Discharge and Discipline | 11 |
| Article 11 Probation Period | 12 |
| Article 12 Seniority | 13 |
| Article 13 Relationship | 17 |
| Article 14 Leave of Absence | 17 |
| Article 15 Pregnancy and Parental Leave | 19 |
| Article 16 Printing of Agreement | 21 |
| Article 17 New Classification | 21 |
| Article 18 Personnel File | 21 |
| Article 19 Joint Health and Safety Committee | 22 |
| Article 20 Wages | 23 |
| Article 21 Job Posting | 24 |
| Article 22 Bulletin Board | 26 |
| Article 23 Lay-off and Recall | 26 |
| Article 24 Training Assistance | 30 |
| Article 25 Bereavement Leave | 30 |
| Article 26 Union Leave | 30 |
| Article 27 Jury Duty | 31 |
| Article 28 Reporting Pay | 31 |
| Article 29 Hours of Work and Overtime | 32 |
| Article 30 Holidays | 34 |
| Article 31 Vacation | 36 |
| Article 32 Travel and Allowance | 41 |
| Article 33 Employee Benefits | 42 |
| Article 34 Duration | 42 |
| Article 35 Retroactivity | 42 |
| Schedule "A" | 43 |
| Schedule "B" | 44 |
| Letter of Understanding | 46 |

COLLECTIVE AGREEMENT

BETWEEN:

BARRIE AND DISTRICT ASSOCIATION FOR PEOPLE WITH
SPECIAL NEEDS
(Hereinafter referred to as the "Employer")
OF THE FIRST PART

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(Hereinafter referred to as the "Union")
OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and all employees represented by the Union, and to encourage a cooperative and harmonious working relationship in the promotion of the highest standards of care and service provided by the Employer.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of The Barrie & District Association for People with Special Needs in the City of Barrie, save and except supervisors/senior counsellors and persons above the rank of supervisors/senior counsellors, office and clerical staff, Simcoe County Infant Development Workers, Family Support Workers, Habitat 90 Workers, Resource, Teacher Program Workers, Toy Library Workers, Travelling Toy Chest Workers, Nursery Workers, Day Care Workers and persons for whom any trade union held bargaining rights as of January 27, 1995.

2.02 The word "employee" or "employees" wherever used in this Agreement shall mean only those employees in the bargaining unit defined above.

2.03 Whenever the feminine pronoun is used herein it shall mean and include the masculine where the context so provides.

RTICLE 3 - MANAGEMENT RIGHTS

3.01 Except and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include, but shall not be confined to the right to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign duties, transfer, promote, demote, direct, classify, layoff, recall, retire, discharge, suspend or otherwise discipline employees, provided that a claim that an employee, who has completed her probationary period, has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make and enforce and alter from time to time rules, regulations, policies and practices to be observed by all employees;
- (d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance, to plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service, classifications, the direction of the working forces, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work, job content, the working establishment for any service, the standards of performance for all employees, set employees hours and amend them from time to time; and whether there shall be overtime,
- (e) determine the qualifications of employees, the allocation and number of employees required by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision

necessary; to increase or reduce personnel in any particular area; generally, solely and exclusively manage the Association and its operations without interference subject to the express terms of this Agreement; and determine all other matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement.

3.02 Where the rights, power and authority set out above are modified or limited by the terms of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

ARTICLE 4 - TYPES OF EMPLOYEES

For the purpose of this Agreement, the parties agree that "employees" referred to in Article 2 relates to the following types of employees:

4.01 Full-time Employees

Where the term "full-time employee(s)" is used herein, the Article(s) shall apply **only** to those employees in the bargaining unit in a full-time permanent, posted position who regularly work on a continual and regular basis a minimum of thirty (30) or more hours per week.

4.02 Part-time Employees

Where the term "part-time employee(s)" is used herein, the Article(s) shall apply only to those employees in the bargaining unit in a part-time permanent, posted position who regularly work on a continual and regular basis less than thirty (30) hours per week.

4.03 Casual Relief Employees

Where the term "casual relief employee(s)" is used herein, the Article(s) shall apply only to those employees in the bargaining unit who are paid on an hourly basis who are requested to work from time to time as required by the Employer. These employees may be also scheduled in advance to work, however, the Employer reserves the right to change or cancel an employee's scheduled shift.

.04 Temporary Contract Employee

Where the term "temporary contract employee(s)" is used herein, the Article(s) shall apply only to those employees in the bargaining unit working in full or part-time positions who are employed for temporary or relief work for a predetermined period of time. When the temporary work becomes redundant the employee may be either terminated or laid off without bumping rights. If the employee held a previous position within the bargaining unit, they shall be returned to that position.

4.05 Student Employee

Where the term "student employee(s)" is used herein, the Article(s) shall apply only to those employees in attendance in an academic program. Student employees hired for vacation leaves, sick leaves, WCB, LOA, work projects or excess work load may be terminated at the end of their work assignments.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 As a condition of employment, the Employer shall deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for all other than full-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer, in writing thirty (30) days prior to any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

In consideration of the deducting of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article and any deductions under this Article.

Dues shall be remitted monthly to the Union, no later the end of the month in which the dues were deducted, where practicable.

The Employer, when forwarding Union dues, will submit a list indicating the names of those employees for whom deductions have been made, as well as the names and dates of hire of those employees hired in the preceding month.

5.02 The Employer shall include the amount of Union dues deducted on T4 slips.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.

6.02 The Union agrees that during the term of this Collective Agreement, there shall be no strike, sit down, slow down, or engagement in any other work stoppage, picketing or any other form of collective action which will interfere with the employer's operations, or stop service, and that, if such collective action should take place, the Union will instruct its members to continue to work and to perform their duties in the usual manner.

ARTICLE 7 - UNION REPRESENTATION

7.01 (a) The Employer agrees to recognize up to three (3) Union Stewards (including the Chief Steward) elected from amongst employees in the bargaining unit, who have completed their probationary period.

(b) A Chief Steward may be appointed or elected. The Chief Steward may step in during the absence of any Steward and assist in the presentation of any grievance, or with any normal steward function.

(c) The functions of these stewards shall be to assist employees in their respective areas in the presenting of any grievance to the Employer which may properly arise under the provisions of this Agreement.

- (d) The Union shall keep the Employer notified, in writing, of the names of the Chief Steward, and Union Stewards appointed or elected under this Article and the effective date of their respective appointments before the Employer is obligated to recognize the same.
- 7.02
- (a) The Union acknowledges that the Union Stewards and Chief Steward have and must continue to perform their regular duties and responsibilities for the Employer and that as far as possible all activities of the Chief Steward and Union Stewards must be carried on outside of their scheduled working hours, unless otherwise mutually arranged between the parties.
 - (b) Stewards shall not leave their regular working duties without first obtaining permission from their immediate supervisor to do so. Such permission shall not be unreasonably denied unless it interferes with the efficient operations of the Employer.
 - (c) Should a Steward be granted permission to leave their regular working duties, such permission shall be granted under the following conditions:
 - (i) one steward shall be given time off at any given period of time and the time off shall be devoted to the prompt handling of the grievance;
 - (ii) the Employer reserves the right to limit such time if it deems the time taken to be excessive;
 - (iii) when resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor;
 - (iv) during the granted time off the stewards shall suffer no loss of earnings, as such, the Employer will compensate the steward at the rate of pay she would have received during her scheduled shift in performing her normal scheduled work for the Employer.
 - (d) The Employer will not pay the salary of the Chief Steward, stewards or bargaining unit members at Arbitration hearings.

- (e) Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice versa.

7.03 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without the express permission of the Employer.

7.04 (a) The Employer agrees to recognize a negotiating committee consisting of up to three (3) employees who have completed their probationary period whose function shall be to negotiate renewals of this Collective Agreement. One (1) of the members shall be the Chief Steward.

(b) The Union shall notify the Employer, in writing of the names of such employees prior to the commencement of negotiations.

(c) The Union Negotiating Committee shall have the right to have the assistance of an S.E.I.U. representative during negotiations with the Employer.

ARTICLE 8 - EMPLOYER/UNION GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties to this Agreement that the complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until she has first discussed her complaint with her immediate supervisor and afforded her an opportunity to endeavour to adjust her complaint.

If an employee has a complaint she shall discuss it with her immediate supervisor within five (5) working days after the circumstances giving rise to the grievance have originated or occurred. Accordingly, the Employer or the Union shall not be required to consider or process any grievance which arises more than five (5) working days after the circumstances giving rise to the grievance have originated or occurred. Failing settlement, it may be taken up as a grievance within five (5) working days following the immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee shall submit a written grievance signed by her to her immediate supervisor. The employee may be accompanied by a Union Steward. The grievance shall specify the nature of the difference(s), article or articles of the Collective Agreement of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought. The immediate supervisor shall submit her answer in writing within five (5) working days following the day on which the grievance was presented to her. If no written request for the grievance to be heard at Step 2 is received within five (5) working days from the date of the decision under Step 1 is given, the grievance shall be deemed to have been settled. Failing settlement, then:

Step No. 2

Within five (5) working days following either a disciplinary suspension or the decision under Step 1, the employee shall submit the written grievance to the Co-ordinator of the Programme or designate who shall review the grievance and render a decision in writing within five (5) working days from the date on which the grievance is presented to her. The employee may be accompanied by a union steward. If no written request for the grievance to be heard at Step 3 is received within five (5) working days from the date of the decision under Step 2 is given, the grievance shall be deemed to have been settlement. Failing settlement, then:

Step No. 3

Within five (5) working days following the decision under Step 2, the employee shall submit the written grievance to the Executive Director or designate. The Executive Director or designate will meet with the grievor and the steward from the appropriate area to review the grievance within ten (10) working days of receiving the grievance at this Step. The Executive Director shall have such counsel and assistance as they may desire at this meeting as may the Union request the presence of the Union staff representative or executive officer of the local union. Failing settlement, the decision of the Executive Director or designate shall be delivered in writing within ten (10) working days from the date on which the grievance meeting was convened.

.02 A "policy grievance" is defined as a difference between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether the grievance is arbitrable. It is agreed that an Employer or a Union policy grievance arising directly between the Employer and the Union shall be originated under Step 3 above within ten (10) working days after the circumstances giving rise to the grievance have occurred or originated, and the time limit set out with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee which she should have instituted herself and that the regular grievance procedure shall not be thereby bypassed.

8.03 Discharge Grievance

If an employee, who has completed her probationary period, claims that she has been unjustly discharged, such complaint must be submitted by the employee, who may be accompanied by a Union Steward at Step 3 of the grievance procedure to the Employer within five (5) working days following the date the discharge is effective, and the time limit set out with respect to that Step shall appropriately apply.

Such grievance may be settled under the Grievance and Arbitration procedure by:

- (a) confirming the Employer's action in discharging the employee, or,
- (b) reinstating the employee with up to full seniority for time lost and up to full compensation for time lost, or
- (c) by any other arrangement which may be deemed just and equitable in the opinion of the parties or the arbitration board, if appointed.

8.04 Employer's Grievance

- (a) The Employer may originate a grievance against the Union or against an employee by forwarding it to the business agent of the Local within ten (10) working days after the circumstances giving rise to the grievance have occurred.

- (b) The business agent of the Local shall give her decision in writing within five (5) calendar days after receiving the grievance.
- (c) Failing a response within five (5) calendar days or a satisfactory settlement, the grievance maybe referred directly to Arbitration in accordance with Article 9.

8.05 Failing settlement under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) working days from the date of the decision under Step 3 above is given, the grievance shall be deemed to have been settled.

8.06 All agreements reached under the grievance and arbitration procedure between the representatives of the Employer and the representatives of the Union, shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedures and the arbitration procedure, shall be construed as mandatory and failure to comply with any time limits shall be deemed abandonment of the grievance or denial of the grievance as the case may be. Notwithstanding the foregoing, the parties may mutually agree to waive or extend any of the time limits established in this grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.

8.07 For the purposes of Article 8 and 9, the words "working days" shall not include Saturdays, Sundays, or paid holidays.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to arbitration as hereinafter provided, it must make such a request in writing within ten (10) calendar days after receiving the decision given at Step 3 of the grievance procedure, addressed to the other party, and at the same time, appoint its nominee to the Board of Arbitration. Within fourteen (14) calendar days after having received notice to arbitrate, the other party shall appoint its nominee and notify the other party. The two nominees so appointed shall confer to select a Chairperson for the Board of Arbitration.

If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.

9.02 No person shall be appointed as a nominee or chairperson who has been involved in any attempt to negotiate or settle the grievance.

9.03 The Arbitration Board shall not have the jurisdiction to amend, alter, modify, or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of this Agreement.

9.04 No matter shall be submitted or dealt with at arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

9.05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, Union, and the employees. If there is no majority, the decision of the chairperson shall govern.

9.06 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the fees and expenses of the chairperson of the Arbitration Board.

9.07 Sole Arbitrator

Notwithstanding the foregoing provisions of this Article, the Employer and the Union may mutually agree in writing to the appointment of a Single Arbitrator satisfactory to both parties in which case, such Arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms of this Article.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10.01 When a non-probationary employee is formally disciplined by way of a written warning, suspension or discharge, she shall be advised **of** the right to have a Union Steward present if the employee so desires.

0.02 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration and such release or discharge is at the sole discretion of the Employer.

ARTICLE 11 - PROBATION PERIOD

11.01 (a) A full-time and temporary contract full-time employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall her name be added to the appropriate seniority list until after such time as she has completed six month of continuous active employment with the Employer in the bargaining unit described in Article 2.01 since her most recent date of hiring, provided that the Employer, in its discretion, may extend the probationary period for up to an additional six months of continuous active employment.

(b) A part-time, temporary contract part-time, casual relief and student employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement, nor shall their names be added to the appropriate seniority list until after such time as they have completed 975 hours of continuous active employment with the Employer in the bargaining unit described in Article 2.01 since their most recent date of hiring, provided that the Employer, in its discretion, may extend the probationary period for up to an additional 975 hours of continuous active employment.

11.02 Upon successful completion of the probation period, the employee shall be placed on the seniority list and credited for the active service accrued during her probation period.

11.03 New employees commencing work with the Association shall be provided with a copy of their **job** description. The Association further agrees to make employee job descriptions available for all employees to review.

ARTICLE 12 - SENIORITY

12.01 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous active service in the bargaining unit from their last date of hire, except as otherwise provided herein. Part-time, casual relief, temporary contract, and student employees, seniority shall accumulate on the basis of paid hours worked in the bargaining unit from the last date of hire (exclusive of overtime) except as otherwise provided herein. Seniority will operate on a bargaining unit wide basis.

12.02 Transfer of Seniority

An employee who status is changed from full-time to part-time shall receive credit for her full service and seniority. **An** employee whose status is changed from part-time to full-time shall receive credit for seniority on the basis of paid hours and each 1950 paid hours of active employment equals one (1) year of seniority.

12.03 Employees other than those classified as full-time, shall accumulate seniority and all other benefits of the Agreement (subject to the various Benefit Plan qualifying provisions) in direct proportion to the time worked in relation to a full-time employee's normal hours of work for their position (1950 hours per year), from the time the employee last commenced employment with the Employer.

12.04 Night Shift Sleep Over

For all purposes of the Collective Agreement including seniority accrual for those employees assigned the night shift sleep over shift (normally ten (10) hours), the night shift sleep over rate shall apply for such shift and they shall be considered to have worked seven and one quarter (7.25) hours per shift.

12.05 Seniority lists shall be prepared according to the records of the Employer on an annual basis and posted on a bulletin board provided by the Employer. Seniority as posted shall be deemed to be final and not subject to correction unless a complaint is made within twenty (20) calendar days from the date of posting. New employees appearing on the list for the first time shall have ten

'10) calendar days to challenge their position on the list. The Employer will send a copy of the seniority list to the Union once it is posted. Seniority shall be recognized on a bargaining unit wide basis. In the event of a dispute over the seniority of an employee, the Association's employment record shall be the official record.

12.06(a) Maintenance and Accrual

Seniority shall be maintained and continue to accrue during:

- (i) all paid hours, exclusive of overtime;
- (ii) period of Employer paid sick leave;
- (iii) leave of absence up to and including one (1) month;
- (iv) while on active Workers' Compensation leave up to and including one (1) month;
- (v) compassionate leave;
- (vi) jury duty;
- (vii) vacation period;
- (viii) union leave up to and including one (1) month;
- (ix) maternity leave up to and including seventeen (17) weeks;
- (x) parental leave up to and including eighteen (18) weeks;
- (xi) short term disability up to and including one (1) month.

(b) Maintenance of Seniority

Seniority shall be maintained, but shall not continue to accrue during:

- (i) periods of lay-off

- (ii) leave of absence over one (1) month;
- (iii) active W.C.B. leave in excess of one (1) calendar month, but up to a maximum of two (2) calendar years;
- (vi) short term disability in excess of one (1) month;
- (v) a mandatory required loss of required job qualifications unpaid leave of absence up to a maximum of one (1) calendar year.
- (vi) promotions outside the bargaining unit
- (vii) maternity leave over seventeen (17) weeks;
- (viii) parental leave over eighteen (18) weeks.

12.07 Loss of seniority shall mean termination of employment. Notwithstanding, an employee's seniority rights shall cease to exist and the employee shall have her employment terminated **if** an employee:

- (a) resigns her employment or quits the employ of the Employer;
- (b) is discharged and such discharge is not reversed through the grievance procedure;
- (c) (i) fails upon being notified of a recall to signify her intention to return **to** work within five (5) calendar days (exclusive of Saturdays, Sundays, and paid holidays) after she has received the notice of recall in Article **23.13**; or
 - (ii) fails to report to work within ten (10) calendar days after she has received the above notice **of** recall, as per the deemed receipt time in Article **23.13**;
- (d) **is** laid off for a period in excess of eighteen (18) months or the length of her seniority, whichever is less;
- (e) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for any purpose other than that for which it was granted;

- (f) retires or is retired;
- (g) fails to report for a scheduled work day without having notified the Employer, unless the employee can show justifiable reason, satisfactory to the Employer, for such absence;
- (h) off work and in receipt of either W.C.B. or disability benefits where such employee engages in any gainful employment during the time she is off work, unless the work she is doing is light duty work which has been approved by W.C.B. or by the insurance carrier;
- (i) engages in gainful employment elsewhere while on approved leave of absence without agreement of the Employer;
- (j) is a casual relief or student employee and has not worked for the Employer for a period of 182 calendar days as computed from her last shift of work. Such an employee shall be considered terminated;
- (k) is in receipt of W.C.B. benefits and is off work for a period in excess of twenty (24) months.

12.08 It shall be the sole responsibility of the employee to keep the Employer informed of her current address and telephone number. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

12.09 When two or more employees commence work with the Employer on the same day, or when any employee's seniority is equal the procedure for establishing their relative seniority shall be as follows:

- (a) the employee whose last name begins with the alphabet letter closest to the letter "A" in the alphabet shall be senior;
- (b) when both employees' last names begin with the same alphabet letter, the employee whose first name begins with the alphabet letter closest to the letter "A" in the alphabet shall be senior;

- (c) should the employees' last and first names begin with the same alphabet letter, seniority ranking shall be decided by a "flip of the coin", where one employee is assigned either heads or tails by the Employer.

ARTICLE 13 - RELATIONSHIP

13.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 The Employer may grant at its discretion a leave of absence up to and including five (5) working days without pay to employees who have completed probation for legitimate and valid reasons acceptable to the Employer provided the Employer receives a written request two (2) weeks prior to the intended commencement of such leave. The request for the leave of absence shall indicate the reason for such request and shall specify the date of departure and the date of return. The requirement for a written request may be waived in case of actual emergency.

14.02 The Employer may grant at its discretion a leave of absence in excess of five (5) working days, up to a maximum of three (3) months without pay, to employees who have completion probation for extenuating personal reasons which are legitimate and valid reasons acceptable to the Employer provided the Employer receives a written request two (2) weeks prior to the intended commencement of such leave. The request for the leave of absence shall indicate the reason for such request, and shall specify the date of departure and the date of return.

14.03 Without limiting the generality of **14.01** and **14.02** above, a leave of absence will not be granted if it causes inconvenience to the normal operations of the Employer.

14.04 Employees **who** are on leave of absence will not engage in gainful employment while on such leave unless with the written consent from the Employer, and if an employee does engage in

gainful employment while on such leave without such written consent, she will forfeit her seniority and be deemed to have terminated her employment.

14.05 **An** employee who overstays a leave of absence, unless she obtains written permission from the Employer, will forfeit her seniority and be deemed to have terminated her employment.

14.06 To qualify for leaves of absence as stipulated above, the employee must have completed their probationary period with the Employer and it is expressly understood, no benefits or seniority except as hereinafter provided shall accrue to or be paid to any employee on a leave of absence, in excess of thirty (30) continuous days.

14.07 Unpaid leave of absence in excess of thirty (30) continuous calendar days shall not count as service.

14.08 Where any leave of absence without pay exceeds thirty (30) continuous calendar days the Employer shall pay its share of any and all health and welfare benefits only for the first thirty (30) continuous calendar days of the leave. Subject to the approval of the Benefit Carrier, where eligible benefit coverage may be continued thereafter by the employee, the employee shall pay the total cost of the premiums to the Employer for each monthly period in excess of thirty (30) continuous calendar days leave of absence. The employee shall pay the total cost of benefit premiums to the Employer by the 15th day of the month on which the premium is due. Failure to provide such payment by the time specified shall result in cessation **of** such coverage. Should employees not elect to continue benefit coverage they must contact the Human Resources Office prior to their leave **of** absence to clarify eligibility for future coverage.

14.09 **An** employee shall not be eligible to apply to a leave of absence until she has first utilized her accumulated vacation.

14.10 When the leave of absence is for one (1) month or more, no sick leave or annual vacation credits shall be accumulated and no statutory holiday benefits will be paid for the entire period of the absence. A new anniversary date will be established for eligible increment periods.

\RTICLE 15 - PREGNANCY AND PARENTAL LEAVE

15.01 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act except where amended by this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall confirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (e) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, provided the employee continues to pay their share, including pension or R.R.S.P., in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (f) The Employer shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

15.02 Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for

eligibility for parental leave shall be thirteen (13) weeks of continuous service.

(b) An employee, who is qualified for parental leave, other than an adoptive parent, shall give written notice at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.

(c) **An** employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned up to a maximum **of** an additional seventeen (17) weeks. Written notice by the employee for such extension will be given at least two (2) weeks prior to the termination of the initially approved leave.

(d) **An** employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

(e) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.

(f) The Employer shall continue to pay its share of the premiums of the subsidized employee benefits, provided the employee continues to pay their share, including pension or R.R.S.P., in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave.

- (g) The Employer shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

ARTICLE 16 - PRINTING OF AGREEMENT

16.01 The parties agree that they will equally share the cost of printing the Collective Agreement.

ARTICLE 17 - NEW CLASSIFICATION

17.01 Where a new classification, which is not covered by this Agreement, is established by the Employer and no rate for such classification is provided in the Agreement, the Employer will determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer.

ARTICLE 18 - PERSONNEL FILE

18.01 Employees may be allowed access to their personnel file, under the supervision of the Human Resources Department to review their personnel file on an annual basis by making prior arrangements with the Manager of Human Resources or designate. The information the employee may review will only be her application form, any written evaluation or formal disciplinary notations or incidents reports in the file. Any photocopies made of the above shall be paid for by the employee.

18.02 Any disciplinary notices shall be removed from the employee's personnel file after two (2) years after the issuing of such discipline provided that there has been no repeat of a similar incident upon which the original disciplinary notice was based; or unless agreed otherwise as a result of a grievance settlement.

\ARTICLE 19 - JOINT HEALTH AND SAFETY COMMITTEE

19.01 The Union, the Employer and the employees commit themselves to maintaining proper health and safety practices in compliance with the Occupational Health and Safety Act.

19.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee one (1) representative selected or appointed by the Union from among bargaining unit employees.

19.03 In accordance with the Occupational Health and Safety Act, the Committee shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to safety and health.

19.04 The Committee shall meet in accordance with the Occupational Health and Safety Act at the workplace and shall maintain minutes of all meetings.

19.05 Any S.E.I.U. representative appointed or selected shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Any representative attending meetings of the Committee during her scheduled hours of work shall not lose regular earnings as a result of such attendance.

19.06 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

19.07 Employees whose clothing is damaged by the consumers during the employees' scheduled hours shall immediately report such damage to the Employer. The Employer shall conduct an investigation to determine the extent of the damage solely attributable to the consumer. Should the Association be satisfied that the consumer was responsible for the damage, the Association shall reimburse the employee for reasonable costs towards the repair or replacement of such clothing.

19.08 The Employer agrees to continue its present practice with respect to the provisions of protective equipment and safety devices to the employees. The Employer further agrees to meet with

representatives of the Occupational Health and Safety Committee to discuss the need for any protective devices or safety equipment in addition to that which the Employer is presently providing.

ARTICLE 20 - WAGES

20.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the rates of wages as outlined in Schedules "A" (full-time) and Schedule "B" (other than full-time) attached hereto. The start rates outlined in Schedules "A" and "B" are acknowledged by the Union as minimums. Nothing in this Agreement shall prevent the Employer from appointing employees at a rate higher than its minimums within the salary range. (Higher appointment salaries may be based on a previous experience or competitive factors).

20.02 (a) Employees shall be eligible for increments annually on either their anniversary date of; (a) their last date of hiring by the Employer; or (b) last promotion; or (c) last re-classification, whichever is the latest.

(b) Notwithstanding (a) above, other than full-time employees must complete 1,950 hours of active continuous employment in each position they hold, prior to each eligible increment step in each position.

20.03 When an employee moves to a new job classification through either a transfer, promotion or demotion, the following shall apply:

(a) if the transfer is to a higher-rated job grade, the employee will receive her current rate or the start rate for the new position, whichever is the greater. She will then be eligible to progress through the steps of the job grade in accordance with Article 20.02 dating from the date the transfer occurred;

(b) if the transfer is to a lower-rated job grade, the employee will receive her current rate or the top rate of the new position, whichever is the lessor. She will then be eligible to progress through the steps of the job grade in accordance with Article 20.02 dating from the date the transfer occurred;

- (c) if the transfer is at the Employer's request on a temporary basis, the employee shall not suffer any loss of pay. If the employee is an other than full-time employee, she shall remain in her regular employee category and shall not be re-classified to a full-time position during a temporary assignment to a full-time position.

ARTICLE 21 - JOB POSTING

21.01 The Employer agrees to post notices of permanent vacancies and notices of new permanent positions in the bargaining unit. Employees may bid for such vacancies in the bargaining unit by applying in writing to the Human Resources Office by the date and time specified in the posting. Such vacancies shall be posted for a period of five (5) calendar days.

The posting procedures shall be limited to the first vacancy only each time as subsequent vacancies shall be filled at the Employer's discretion.

21.02 Until the above noted permanent vacancy or new permanent position is filled from the initial job posting provisions, the Employer is free to fill the same on a temporary basis, as she sees fit.

21.03 In selecting an applicant to fill a vacancy in Article 21.01, the Employer shall consider the competing applicants' qualifications to perform the requirements of the job, skills, training, experience and present ability. If in the opinion of the Employer, the above factors are relatively equal between competing applicants, then the applicant employee with the most seniority shall be awarded the position, provided such employee is qualified, available and able to perform the required work.

21.04 Notwithstanding Article **21.03**, if no written applications are received by 4:00 p.m., on the (5th) day of posting, or if none of the applicants meet the position requirements **of** the job, the Employer may fill the new job or vacancy from either within or outside the bargaining unit at its discretion. If the Employer fills the job from within the bargaining unit, such appointment shall be on a without prejudice basis to future job postings and the requirements of those jobs.

21.05 **An** employee selected to fill a vacant position shall hold that position for a trial period of up to the first 30 days so worked of active continuous employment. The position shall become permanent after the trial period unless:

- (a) the employee feels that she is not suitable for the job and wishes to return to her former one during the trial period;
- (b) the Employer feels that the employee is not suitable for the job during the trial period.

In either case, the employee will return to her former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of the above rearrangement of the position(s) shall also be returned to her former position and wage rate without loss of seniority.

21.06 **An** employee selected to fill a vacant position, must within five (5) calendar days of notification, indicate in writing her acceptance of the offer. In addition, the successful applicant must be able to commence work on the start date indicated by the Employer, unless another mutually acceptable arrangement is made. Should the successful applicant fail to meet the requirements of this Article, she shall forfeit the position offered, and the position shall be offered to the subsequently ranked qualified candidate.

21.07 Should an employee return to her former position during the trial period outlined in Article 21.05, the Employer shall select the next available ranked qualified applicant in the competition, as per Article 21.03. If this applicant rejects the offer or is also unsuccessful in her trial period, the Employer will move to the next ranked available qualified candidate until a qualified successful applicant from the competition is found to fill the position. If no qualified successful applicant is found, the position shall be filled as described in Article 21.04.

21.08 The Employer agrees to post, on the job posting board, the name **of** the successful applicant for each job posting competition, within seven (7) calendar days of awarding the job to a successful applicant.

21.09 An employee selected to fill a temporary position shall return to her former position without loss of seniority when the temporary position becomes redundant. Any other employee promoted or transferred as a result of the temporary position shall also be returned to her former position without loss of seniority.

In accordance with Article 4.04, new employees hired from outside the bargaining unit shall have their employment either terminated or be laid-off without bumping rights, when the temporary work becomes redundant.

ARTICLE 22 - BULLETIN BOARD

22.01 The Employer agrees to supply and make available binders to the Union in each location for posting of seniority lists and notices pertaining to the Union and the Employer and its employees. It is agreed that no notice will be posted in the binders without prior approval of the Manager of Human Resources or designate.

ARTICLE 23 - LAY-OFF AND RECALL

23.01 In the event a staff reduction becomes necessary, any resultant permanent full-time or part-time employee who is laid-off by the Employer may displace another employee in their classification or a lower paid classification who has less seniority and is the least senior employee in the classification, provided that, in the opinion of the Employer, she has the present ability, qualifications, skills, training and experience necessary to perform the duties of the available position, and can perform the duties of the position without training other than normal employee orientation.

23.02 Seniority Pool

Employees initially laid off shall form a pool and be ranked in order of seniority. At all times, the most senior employee in the pool is the first to identify their preference for displacement, lay-off or placement; as more junior employees are displaced, they are added to the **pool** and ranked in order of seniority to identify the order for indicating their preference.

23.03 **An** employee who is subject to lay-off or displaced by another employee who has been laid off shall have the right to, within forty-eight (48) hours, (excluding Saturdays, Sundays and statutory holidays) to elect one of the following:

- (a) accept the lay-off; or
- (b) displace an employee, subject to and in accordance with Article 23.01, who has lesser bargaining unit seniority and who is the least senior employee in the same or lower paying classification in the bargaining unit; or
- (c) to accept an Employer initiated reduction of hours in their current position; or
- (d) to accept placement into a vacancy in accordance with Article 23.07

23.04 Employees who do not elect one of the above options within forty-eight (48) hours will be automatically laid off and placed on recall.

23.05 Every reasonable effort will be made to complete the displacement process for employees prior to their lay off date.

23.06 Every reasonable effort will be made to contact an employee regarding her options, however, in the event the Employer is unable to contact a laid off or displaced employee, Union and Management shall meet to discuss a mutually agreeable resolution to the matter. If there is not mutual agreement, the Employer shall proceed with the lay-off procedure and place the employee in an appropriate position. A mutually agreeable or Employer initiated placement will replace the employee's bumping or displacement rights.

23.07 Vacant Placement

Prior to placement which would result in the displacement of a junior employee, the employee may be placed by mutual agreement between Union and Management, into a vacant position for which they are qualified and presently able to perform the duties required of the position.

23.08 There shall be no bumping up.

23.09 When the Association is affecting a lay-off of an employee(s), the seniority list posted in accordance with Article 12.05 and locked in twenty (20) days following the posting, shall be the seniority list applied to employee(s) in the administration of this lay-off article, subject to the following provisos:

- (a) the seniority date applied to employees in the lay-off(s), displacement(s) and placement(s) of employee(s) shall be the seniority date of the affected employee(s) as at the date the Employer notifies the Union of pending lay-offs or another date as mutually agreed to by the Union and Management. This seniority cut-off date shall apply to each employee affected by lay-off(s), displacement(s), and placement(s).
- (b) for the purpose of calculating employees' seniority for use in lay-off(s), displacement(s) and placement(s), the seniority list posted in accordance with Article 12.05 shall have added to it the employee(s) subsequent accumulated seniority up to and including the seniority cut-off date determined in (a) above. The Union shall be given a copy of the updated seniority list.

23.10 Notwithstanding the above displacement procedures, the Employer and the Union, at any time, can mutually agree to formulate special measures to modify the above displacement procedures to take into account the desire of the parties to minimize the impact of displacement or to deal with particular operational considerations. In the event of a staff reduction, the Union will be notified in advance to initiate Article 23.10.

23.11 Trial Period

Employees who accept a vacant position or who are placed into a new position due to recall, lay-off or displacement shall be considered on trial in accordance with Article 21.05. If they are deemed to be unsatisfactory within this period of time, or so request, they will be returned to lay-off without further recourse to the bumping procedures.

23.12 Recall

- (a) **An** employee on lay-off shall have the opportunity of recall from a lay-off to an available permanent position

in order of seniority, provided she has the present ability, qualifications, skills, training and experience to perform the available work before such position is filled on a regular basis under the job posting Article 21.

- (b) When permanent position(s) are not able to be filled from employees on recall because no employee meets the requirements of the position(s), as per Article 21.03, the job posting procedures of Article 21 shall then apply.
- (c) When an employee is placed on recall she shall specify in writing the temporary positions she is willing to perform. Accordingly, employees on lay-off or notice of lay-off shall be given preference for temporary positions, provided they meet the requirements of those positions as per Article 21.03. **An** employee who has been recalled to such temporary positions shall not be required to accept such recall and may instead remain on lay-off.

23.13(a) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within five (5) calendar days of recall (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her current proper address and telephone number being on record with the Employer.

- (b) Should the employee fail to comply with (a) above, they shall be subject to Article 12.07, Loss of Seniority.

ARTICLE 24 - TRAINING ASSISTANCE

24.01 The Employer agrees to pay the cost of courses or seminars which the Employer requires the employee to attend. Should the employee not successfully complete the required course or seminar, the employee shall reimburse the Employer for the cost of the tuition fee. In addition, an employee attending the course or seminar during her normal scheduled hours of work shall be compensated at her regular straight time hourly rate for time lost from work only while in actual attendance at the scheduled hours of the course or seminar.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 (a) A full-time or part-time employee who notifies her supervisor, shall be granted a leave of absence of up to five (5) working days, paid at her regular straight time hourly rate, to make arrangements for and to attend the funeral of the employee's: current spouse or current common-law spouse, child, brother, sister, parent **or** parent-in-law.

(b) A full-time or part-time employee who notifies her supervisor, shall be granted a leave of absence of up to two (2) working days, paid at her regular straight time hourly rate, to attend the funeral of the employee's: natural grandparent, current spouse's or common-law spouse's natural grandparent, grandchild, brother-in-law or sister-in-law.

25.02 **An** employee shall not be eligible to receive paid bereavement leave for a period in which she is receiving any other payments relating to her employment, such as for example, holiday pay, paid vacation, etc.

ARTICLE 26 - UNION LEAVE

26.01 The Employer may grant leaves of absence up to an aggregate of ten (10) days such that the total combined leaves granted shall not exceed ten (10) working days per calendar year to attend Union conventions, seminars, education classes or other Union business

provided that such leave(s) will not interfere with the efficient operation of the Association.

26.02 The following conditions shall apply:

- (a) Leave will not be granted to more than one (1) employee at any one time;
- (b) For such Leave, the Union must give twenty-one (21) days clear notice.

ARTICLE 27 - JURY DUTY

27.01 A full-time or a part-time employee who has completed her probationary period who is required to serve either as a juror or as a crown witness testifying on behalf of the Province of Ontario, shall be paid her regular straight time hourly rate for lost wages for scheduled hours of work provided she:

- (a) notifies the Executive Director or designate immediately with written verification that she will be required to serve as juror, or as subpoenaed crown witness testifying on behalf of the Province of Ontario;
- (b) presents proof of service; and
- (c) promptly pays to the Employer any amounts paid to her for such service exclusive of such amounts paid for travel and meal allowance.

Such employees must immediately report for work for their regular scheduled hours when they are excused as a juror or witness.

ARTICLE 28 - REPORTING PAY

28.01 If an employee reports for work at the scheduled time for her shift and no work is available such employee will be entitled to a minimum of one-half ($\frac{1}{2}$) of the scheduled hours' pay at her regular rate provided:

- (a) the employee has not been previously notified not to report either orally or by a message left at her residence; or
- (b) if requested by the Employer, the employee shall perform a minimum of one-half (½) the scheduled work hours at work as the Employer may assign.

28.02 This Article does not apply in the case of a labour dispute or in an emergency such as a fire or power shortage nor shall it apply to employees returning to work without notice after an absence.

28.03 In order to qualify for this allowance, the employee must have provided the Employer with a current telephone number for contact purposes.

ARTICLE 29 - HOURS OF WORK AND OVERTIME

29.01 The provisions of this Article shall not be construed to be a guarantee of hours of work nor as a guarantee of working schedules.

29.02 The normal scheduled hours for full-time employees, and employees assigned to temporarily work full-time hours shall not exceed seventy-five (75) hours, averaged over a two (2) week pay period as determined by the Employer.

29.03 The normal scheduled hours for part-time employees, and employees assigned to temporarily work part-time hours shall not exceed any period up to and including fifty-nine (59) hours, averaged over a two (2) week period as determined by the Employer.

29.04 The days of work for an employee, the starting and quitting times, meal periods and rest periods shall be determined by the Employer in accordance with the requirements of the Employer.

29.05 All authorized time worked beyond seventy-five (75) hours and up to and including eighty-eight (88) hours in a two week pay shall be banked in hours to the employee's credit, and traded for compensating time off.

29.06 All authorized time worked beyond eight-eight (88) hours in a two (2) week pay period shall be banked in hours to the employee's credit, in the ratio of one and one-half (1½) hours for every hour so worked, or at the employee's option, be paid for at time and one-half (1½) the employee's regular rate of pay for the time so worked.

29.07 **An** employee who requests compensating time off shall submit a written request to her supervisor not less than two (2) weeks prior to the requested time off work. In all cases, compensating time off shall be scheduled off by mutual agreement between the employee and her supervisor within the calendar year in which it was earned or it will be scheduled out, and not more than thirty-seven and one-half (37%) compensating hours shall be accumulated at any one time.

29.08 Employees recognize the need for overtime and agree to work overtime as assigned by the Employer.

29.09 There will be no duplication of premiums under this Agreement, nor pyramiding **of** overtime or benefits.

29.10 During the change-over from Daylight Savings Time to Eastern Standard Time **or** vice-versa, an employee shall be paid for their scheduled shift, notwithstanding the fact that they have worked either one hour more or one hour less.

29.11 Approved supervisory deviation from the posted schedule which results from an employee initiating a change of shifts with another qualified employee shall not result in any overtime or premium costs to the Association as a result of the regular hours of the shift so changed.

29.12 Insofar as the regular operation of the Association will permit, in scheduling full time and part time shifts the Employer will endeavour to try and arrange schedules so as to provide at least one (1) weekend off in each three (3) week period. This standard shall not apply where:

(i) Such weekend work was performed by employee to satisfy specific days off requested by such employee; or

(ii) Such employee has requested weekend work or was advised at the time of hire **or** when the job was posted that the regular schedule normally requires continuous weekend work; or

(iii) Such weekend is worked as a result of supervisory approved exchange of shifts with another employee;

(iv) A weekend shall be defined as consecutive hours between 12:01 a.m. Saturday and 6:00 a.m., Monday.

(v) The foregoing shall have no application where other scheduling arrangements are mutually agreed to by the Employer and employees affected and approved by the Union.

It is understood and agreed that there shall be no pyramiding of overtime, premiums or benefits under the provisions of the Collective Agreement arising out of the foregoing undertakings.

29.13 Shift schedules shall be posted at least one (1) week in advance of their taking effect. Once posted, employees' work schedules shall not be altered without the mutual agreement of the Supervisor and employee(s) concerned, provided that in respect of a shift exchange requested and signed by the employees concerned and approved by the Coordinator, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shift.

ARTICLE 30 - HOLIDAYS

30.01 The recognized holidays with pay for full-time and part-time employees, who have completed their probationary period, for the purpose of this Agreement shall be:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

30.02(a) For the purpose of the application **of** this Article, only scheduled hours worked between 12:01 a.m., and 11:59

p.m., on the holiday shall be deemed to be worked on the holiday.

- (b) When an employee is required to work on any one of the statutory holidays, the hours the employee works on the holiday shall not be taken into consideration in calculating any overtime pay to which the employee may be entitled for the period in which the holiday occurs, as the employee is already receiving premium pay for such time worked on the statutory holiday.

30.03 In order to qualify and therefore be entitled to holiday pay an employee must have:

- (a) been continuously employed for three (3) months;
- (b) earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the day of the holiday; and
- (c) worked her scheduled full day of work immediately preceding and following the holiday.

30.04 If any of the above named holidays occurs on the employee's regular day off, or during her vacation period, the employee shall receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the employee's immediate supervisor.

30.05 **An** employee required to work on any of the foregoing holidays shall be paid at time and one-half (1 ½) her regular straight time rate of pay for time worked on such holiday in addition to any holiday pay to which she may have been entitled. At the option of the Employer the employee may be paid time and one-half (1 ½) for time worked and a day off in lieu thereof, or as a further option of the Employer the employee may be paid her regular straight time rate plus a day and one-half off in lieu thereof. Failure to report for work assigned on such holiday shall disqualify an employee for holiday pay.

30.06 Casual relief, students and temporary contract employees who meet the requirements set out in Article 30.03 shall be granted holidays in accordance with the Employment Standards Act.

0.07 The Association agrees, in general, to endeavour to allow full-time employees to alternate with each other and part-time employees to alternate with each other in being absent from work on the recognized applicable holidays contained within this Collective Agreement. For example, an employee having Christmas Day off might not be allowed off on New Year's Day. The Association will attempt to accommodate this alternating of holidays among employees as long as this accommodation does not result in any additional costs or premiums that would not have been incurred by the Association except for this accommodation. As such, any scheduling provisions resulting in any additional costs associated with the above accommodation are hereby waived during the period of such accommodation of alternating employee time off over holidays.

30.08 Employees' preferences shall be considered before the posting of schedules for the recognized applicable paid holidays contained within this Collective Agreement. Requests are to be submitted to the immediate supervisor no later than thirty (30) days prior to the holiday.

ARTICLE 31 - VACATION

31.01 On November 1 **of** each year, the Employer shall post a blank vacation schedule sheet. Between November 1 and December 1, each employee shall have the right to indicate on this sheet the time during which she prefers to take vacation.

31.02 The completed vacation schedule shall be determined by the Employer and posted on or before December 31. If the Employer is not able to grant the time requested due to competing requests, the employee with the most seniority shall be given preference on the vacation schedule. The Employer shall have the right to limit the number of employees taking vacation at any given time.

31.03 Employees shall not normally be permitted to take a block of more than two (2) weeks vacation unless the request is made in writing prior to December 1 and approved by the Program Coordinator. Vacation time will normally be taken in full weeks or multiples thereof, unless employee and Employer mutually agree otherwise.

1.04 Notwithstanding Article 31.02 employees may be required to take their vacation during periods of program closure.

31.05 Employees shall not be permitted to accumulate more than one (1) year of their vacation entitlement. Accordingly, vacation time will not be carried over and must be taken during the calendar year.

31.06 The vacation year shall be from January 1 to December 31 each year.

31.07 Each Full-time and Part-time employee shall earn credit for vacation with pay based on her length of active continuous service from her last date of hiring by the Employer in the bargaining unit as at December 31 of the vacation year just completed.

31.08 Full-time and Part-time Employees' Vacation Entitlement

Subject to Article 31.07, employees shall be entitled to earn vacation credits on the following basis:

| Completed Period Worked | Rate Earned per Month Worked | Time Off |
|---|------------------------------|----------------|
| Less than Six (6) Months continuous active employment service | 1 day (4%) | Nil |
| More than Six (6) months but less than One (1) Year continuous active employment service | 1 day (4%) | Pro-Rata Basis |
| One (1) to Five (5) Years continuous active employment service as at December 31 | 1 1/4 days | 3 Weeks |
| Six (6) to Twelve (12) Years continuous active employment service as at December 31 | 1 2/3 days | 4 Weeks |
| Thirteen (13) to Twenty (20) Years continuous active employment service as at December 31 | 2 1/12 days | 5 Weeks |

fter Twenty (20) Years of continuous 2 ½ days 6 Weeks
active employment service as at
December 31

31.09 In accordance with Articles 31.07 and 31.08, the Association grants vacation time off based on an "earn before you use system". However, the Association will advance non-probationary employees vacation credits that those employees have not yet earned so that employees **do** not have to wait one (1) year before being able to take vacation. This vacation advance however, is subject to the following condition:

- (a) Employees are required to sign a document indicating they understand they are taking employer advanced unearned vacation and accordingly, they are obligated to return any unearned advanced vacation pay to the Association in the year they terminate their employment. This is accepted as a proper reconciliation of wages due.

31.10 Full-time Vacation

In accordance with and subject to Articles 31.07, 31.08 and 31.09 Full-time Employees shall be entitled to vacation with pay on the following basis:

- (a) **An** employee who has less than six (6) months continuous active service in the current calendar year shall receive vacation pay equivalent to 4% **of** their gross earnings during the period of their employment;
- (b) **An** employee who has completed six (6) months of continuous active service in the current calendar year shall be advanced one (1) day's vacation time off (at their current daily rate of pay) for each complete month remaining in the calendar year, up to December 31 of the same year, provided that such rate of pay represents not less than four percent (4%) of the gross earnings of the time worked during the current calendar year.
- (c) **An** employee who has completed more than six (6) months, but **less** than five (5) years of continuous active service by **December** 31 in the current calendar year, shall receive an annual vacation advance on January 1 of three

- (3) weeks with pay at their current daily rate of pay for any vacation time so taken;
- (d) **An** employee who has completed six (6) years but less than twelve (12) years of continuous active service by December 31 in the current calendar year, shall receive an annual vacation advance on January 1 of four (4) weeks with pay at their current daily rate of pay for any vacation time so taken;
- (e) **An** employee who has completed thirteen (13) years but less than twenty (20) years of continuous active service by December 31 in the current calendar year, shall receive an annual vacation advance on January 1 of five (5) weeks with pay at their current daily rate of pay for any vacation time so taken;
- (f) **An** employee who has completed twenty (20) years or more of continuous active service by December 31 in the current calendar year, shall receive an annual vacation advance on January 1 of six (6) weeks with pay at their current daily rate of pay for any vacation time so taken.
- (g) Vacation pay shall be calculated on the basis of the employee's current daily rate of pay times the number of vacation days the employee is currently entitled to take during the vacation year.

31.11 Part-time Vacation

In accordance with and subject to Articles 31.07, 31.08 and 31.09 Part-time employees shall be entitled to vacation and vacation pay on a pro-rata basis in direct proportion to the time worked in relation to each 1,950 paid hours of active employment equals one (1) year of seniority, on the following basis:

- (a) **An** employee who has less than six (6) months of continuous active service in the current calendar year shall receive vacation pay equivalent to 4% of their gross earnings during the period of their employment;
- (b) **An** employee who has completed six (6) months of continuous active service in the current calendar year shall be advanced one day's vacation time off for each

complete month remaining in the current calendar year, up to December 31 of the same year, provided that such vacation pay represents not less than four (4%) of gross earnings of the time worked during the current calendar year.

- (c) **An** employee who has completed more than six (6) months but less than nine thousand seven hundred fifty (9,750) hours of continuous active service by December 31 in the current calendar year shall receive an annual vacation advance on January 1 of three (3) weeks vacation at six percent (6%) of their current annual salary for any vacation time so taken;
- (d) **An** employee who has completed eleven thousand seven hundred (11,700) hours but less than twenty three thousand four hundred (23,400) hours of continuous active service by December 31 in the current calendar year shall receive an annual vacation advance on January 1 of four (4) weeks vacation at eight percent (8%) of their current annual salary for any vacation time so taken;
- (e) **An** employee who has completed twenty-five thousand three hundred and fifty (25,350) hours but less than thirty nine thousand (39,000) hours of continuous active service by December 31 in the current calendar year shall receive an annual vacation advance on January 1 of five (5) weeks vacation at ten percent (10%) of their current annual salary for any vacation time so taken.
- (f) **An** employee who has completed thirty-nine thousand (39,000) hours or more of continuous active service by December 31 in the current calendar year shall receive an annual vacation advance on January 1 of six (6) weeks vacation at twelve percent (12%) of their current annual salary for any vacation time so taken;
- (g) Employees will be entitled to the vacation time off as outlined in (c), (d), (e) and (f) above, however the vacation pay will differ as it is based on the percentage of the employee's current annual salary, as described in (c), (d), (e) and (f) above, for all vacation the employee is currently entitled to take during the vacation year.

1.12 Casual Relief, Student and
Temporary Contract Employees' Vacation Entitlement

- (a) Vacation entitlement for employees who are not full or part-time shall be four percent (4%) of gross wages earned in each pay period.
- (b) The four percent (4%) vacation pay will be included in the employee's earnings in each pay period.

31.13 Where an employee's scheduled vacation is interrupted due to such a serious illness that requires the employee to be immediately admitted as an in-patient in a hospital, the employee may apply for the period of such actual hospitalization to be considered sick leave.

The portion of the employee's vacation which is approved by the Employer to be legitimate sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 32 - TRAVEL AND ALLOWANCE

32.01 An employee shall not be authorized to use her vehicle for the Employer's business unless she has a current valid driver's license and submitted proof that she has at least \$1,000,000 public liability and property damage insurance. The cost of such insurance shall be borne by the employee.

32.02 Employees who meet the requirements of Article 32.01 and are then authorized by the Employer to use their own personal vehicle for the Employer's business shall be paid an allowance of twenty-eight (.28) cents per kilometer.

32.03 The Employer agrees to pay an employee the cost of her meals up to maximum of twenty eight dollar (\$28.00) per day subject to a maximum of eight dollars (\$8.00) for breakfast and lunch and twelve dollars (\$12.00) for evening dinner for approved activities provided:

- (a) the employee is on official authorized Association business at a site other than the Association's premises during the normally accepted meal periods;

- (b) the employee submits satisfactory proof of the cost of such meals;
- (c) such cost do not include alcoholic beverages.

ARTICLE 33 - EMPLOYEE BENEFITS

33.01 Employee benefits shall be as they existed at the time of ratification.

ARTICLE 34 - DURATION

34.01 This agreement shall become effective on November 21, 1995 and continue in effect for two (2) years until November 20, 1997 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement. In the event of such notification being given as to an amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification unless mutually agreed otherwise.

ARTICLE 35 - RETROACTIVITY

35.01 The Employer and the Union agree that there shall be no retroactivity, and as such, all Articles, Letters of Understanding, and Schedules agreed to shall become effective on the Date of Ratification of this Collective Agreement and this Collective Agreement will commence operation from the Date of Ratification.

SCHEDULE "A"

Salary Scale - Full-time Employees

| Grade | Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------|-----------|---------|---------|---------|---------|---------|
| Grade 9 | Level I | \$ 9.14 | \$ 9.55 | \$ 9.98 | \$10.43 | \$10.90 |
| Grade 10 | Level I | 10.00 | 10.45 | 10.92 | 11.41 | 11.93 |
| | Level II | 10.15 | 10.61 | 11.08 | 11.58 | 11.93 |
| | Level III | 10.30 | 10.77 | 11.25 | 11.76 | 11.93 |
| Grade 11 | Level I | 11.04 | 11.53 | 12.05 | 12.59 | 13.16 |
| | Level II | 11.20 | 11.71 | 12.23 | 12.78 | 13.16 |
| | Level III | 11.37 | 11.88 | 12.42 | 12.97 | 13.16 |
| Grade 12 | Level I | 12.19 | 12.74 | 13.31 | 13.91 | 14.54 |
| | Level II | 12.38 | 12.93 | 13.51 | 14.12 | 14.54 |
| | Level III | 12.56 | 13.13 | 13.72 | 14.33 | 14.54 |
| Grade 13 | Level I | 13.42 | 14.02 | 14.65 | 15.31 | 16.00 |
| | Level II | 13.62 | 14.23 | 14.87 | 15.54 | 16.00 |
| | Level III | 13.82 | 14.44 | 15.09 | 15.77 | 16.00 |
| Grade 14 | Level I | 14.77 | 15.43 | 16.13 | 16.85 | 17.61 |
| | Level II | 14.99 | 15.66 | 16.37 | 17.10 | 17.61 |
| | Level III | 15.21 | 15.90 | 16.61 | 17.36 | 17.61 |

SCHEDULE "B"

Salary Scale - Part-time Employees

| Grade | Level | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------|-----------|---------|---------|---------|---------|---------|
| Grade 9 | Level. I | \$ 9.14 | \$ 9.55 | \$ 9.98 | \$10.43 | \$10.90 |
| Grade 10 | Level. I | 10.00 | 10.45 | 10.92 | 11.41 | 11.93 |
| | Level II | 10.15 | 10.61 | 11.08 | 11.58 | 11.93 |
| | Level III | 10.30 | 10.77 | 11.25 | 11.76 | 11.93 |
| Grade 11 | Level I | 11.04 | 11.53 | 12.05 | 12.59 | 13.16 |
| | Level. II | 11.20 | 11.71 | 12.23 | 12.78 | 13.16 |
| | Level III | 11.37 | 11.88 | 12.42 | 12.97 | 13.16 |
| Grade 12 | Level I | 12.19 | 12.74 | 13.31 | 13.91 | 14.54 |
| | Level II | 12.38 | 12.93 | 13.51 | 14.12 | 14.54 |
| | Level III | 12.56 | 13.13 | 13.72 | 14.33 | 14.54 |
| Grade 13 | Level I | 13.42 | 14.02 | 14.65 | 15.31 | 16.00 |
| | Level II | 13.62 | 14.23 | 14.87 | 15.54 | 16.00 |
| | Level III | 13.82 | 14.44 | 15.09 | 15.77 | 16.00 |
| Grade 14 | Level I | 14.77 | 15.43 | 16.13 | 16.85 | 17.61 |
| | Level II | 14.99 | 15.66 | 16.37 | 17.10 | 17.61 |
| | Level III | 15.21 | 15.90 | 16.61 | 17.36 | 17.61 |

Salary Scale - Casual Relief and Temporary Contract Employees

| Grade | Level | Probation | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------|-----------|-----------|---------|---------|---------|---------|---------|
| Grade 9 | Level I | \$ 8.75 | \$ 9.14 | \$ 9.55 | \$ 9.98 | \$10.43 | \$10.90 |
| Grade 10 | Level I | \$ 9.57 | \$10.00 | \$10.45 | \$10.92 | \$11.41 | \$11.93 |
| | Level II | | \$10.15 | \$10.61 | \$11.08 | \$11.58 | \$11.93 |
| | Level III | | \$10.30 | \$10.77 | \$11.25 | \$11.76 | \$11.93 |
| Grade 11 | Level I | \$10.56 | \$11.04 | \$11.53 | \$12.05 | \$12.59 | \$13.16 |
| | Level II | | \$11.20 | \$11.71 | \$12.23 | \$12.78 | \$13.16 |
| | Level III | | \$11.37 | \$11.88 | \$12.42 | \$12.97 | \$13.16 |

| | | | | | | | |
|----------|-----------|---------|---------|---------|---------|---------|---------|
| Grade 12 | Level I | \$11.67 | \$12.19 | \$12.74 | \$13.31 | \$13.91 | \$14.54 |
| | Level II | | \$12.38 | \$12.93 | \$13.51 | \$14.12 | \$14.54 |
| | Level III | | \$12.56 | \$13.13 | \$13.72 | \$14.33 | \$14.54 |
| Grade 13 | Level E | \$12.84 | \$13.42 | \$14.02 | \$14.65 | \$15.31 | \$16.00 |
| | Level XI | | \$13.62 | \$14.23 | \$14.87 | \$15.54 | \$16.00 |
| | Level III | | \$13.82 | \$14.44 | \$15.09 | \$15.77 | \$16.00 |
| Grade 14 | Level I | \$14.13 | \$14.77 | \$15.43 | \$16.13 | \$16.85 | \$17.61 |
| | Level II | | \$14.99 | \$15.66 | \$16.37 | \$17.10 | \$17.61 |
| | Level III | | \$15.21 | \$15.90 | \$16.61 | \$17.36 | \$17.61 |

Salary Scale - Student Employees Student Employees shall be paid pay Grade 9

Asleep Night Rate: Probation - \$60.30 per ten (10) hour shift
 Non-Probation - \$61.45 per ten (10) hour shift

LETTER OF UNDERSTANDING

BETWEEN :

THE BARRIE AND DISTRICT ASSOCIATION FOR PEOPLE WITH
SPECIAL NEEDS
(Hereinafter referred to as the "Employer")


AND :

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(Hereinafter referred to as the "Union")

The Employer and the Union hereby agree that, on a one time without prejudice non-precedent basis, all present part-time and hourly-rated employees on staff on the date of ratification shall have their prior and current scheduled hours reviewed for the purposes of determining whether or not they have worked such hours as to entitle them to be classified as full-time or part-time employees, as defined within the Collective Agreement, on the following basis:

1. Within eight (8) weeks following the date of ratification, the Employer shall review the employment records of all current part-time and hourly rated employees on staff on the date of ratification of the Collective Agreement. For all such employees, the Employer will review the employee's record for the period twelve (12) months prior to the date of ratification, excluding any temporary work assignments.
2. Union and Management will then meet and attempt to negotiate a mutually acceptable phased in protocol for establishing eligibility and process for re-classifying eligible part-time and hourly rated employees to full-time or part-time status.
3. The Employer and the Union will review during the above process the current job duties for eligible employees who are subject to this letter, in order to determine if they accurately reflect the employees current job duties.

4. The parties agree that the intent of this letter of understanding is to provide employees subject to this document with:
 - (a) Full-time/Part-time status;
 - (b) Full-time/Part-time benefits;
 - (c) Full-time/Part-time Hours; with their existing:
 - (1) Pay grade;
 - (2) Hourly rate;
 - (3) Job duties and job description but with a new classification and title.
5. Accordingly, to facilitate the reclassification of employees to full-time/part-time status, the Employer will amend the employees existing job description to reflect the new classification and titles in line with the employees existing salary and job duties of the employees who are being reclassified.
6. The Union and Employer agree to waive the provisions of Article 21, job postings, in order to expedite the above process.
7. Notwithstanding the above, the parties agree that this letter of understanding shall not supersede or preclude the Employer's contractual rights to lay-off employees during the term of this Agreement.

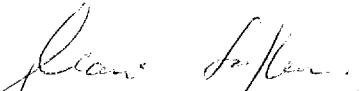
dated at Barrie, Ontario this ^{5th} 31st day of ^{February 97} October 1995 

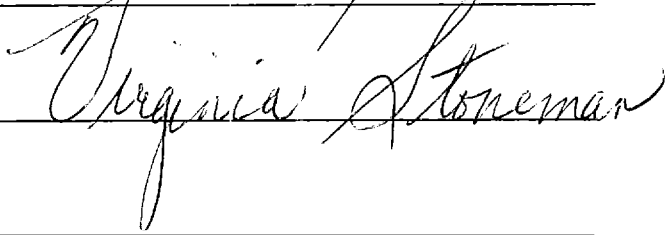
Signed:

FOR THE "EMPLOYER"









DE/JC

Signed:

FOR THE "UNION"

