

## COLLECTIVE AGREEMENT

BETWEEN:

*RYGIEL Supports for Community Living*  
(Hereinafter referred to as the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS LOCAL 3009  
(*RYGIEL Supports for Community Living* UNIT)

(Hereinafter referred to as the "Union")

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## ARTICLE 1 – PURPOSE

- 1:01 Whereas the purpose of this Agreement is to maintain the existing harmonious relations and settled conditions of employment between the agency and its employees and to provide means for proper disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit; all as set forth in this Agreement.

## ARTICLE 2 – RECOGNITION

- 2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of RYGIEL Supports for Community Living in the regional municipality of Hamilton-Wentworth save and except Consultant Occupational Therapist, Secretary to the Executive Director, Payroll Clerk, College Placement Students and High School Students on an academic programme, Co-op Students, Supervisors, and those above the rank of Supervisor.
- 2:02 The term “employee” or “employees” as used in this Agreement shall mean any persons as are included in the above defined bargaining unit.
- 2:03 For the purpose of this Agreement a part time employee shall be defined as an employee who regularly works less than twenty-four (24) hours per week.
- 2:04 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.
- 2:05 Both parties agree not to discriminate on the basis of an employee’s membership or activity in the Union.

## ARTICLE 3 – MANAGEMENT RIGHTS

- 3:01 The Union recognizes and acknowledges that the management of the agency and direction of the work force are fixed exclusively by the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- a) Order, discipline and efficiently govern the conduct of employees, establish and enforce reasonable rules and regulations necessary therefore but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations or making new rules and regulations, the Employer will inform the Unit Chairperson of such alterations or changes.
  - b) Hire, discharge, transfer, retire, promote, demote, classify, or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, or classification or claim that an employee who completed his/her probationary period and has been discharged without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
  - c) Maintain order and efficiency.
  - d) Determine the nature and kind of business conducted by the Employer, the kind and locations of operations, equipment and materials used, the control of materials

and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailments, or cessation of operations or any part thereof.

3:02 The functions of the Employer shall be exercised in a manner consistent with the provisions of this collective Agreement.

#### ARTICLE 4 – UNION REPRESENTATION

4:01 The Employer acknowledges the right of the Union to have a chief steward in addition to stewards.

4:02 a) The rights of stewards to leave their work without loss of pay to investigate or adjust grievances in their own department or a steward in another department in the absence of the regular steward is granted on the following conditions:

- i) The steward shall obtain the permission of his/her supervisor before leaving his/her work. Such permission shall not be unreasonably withheld.
- ii) The time off shall be devoted to the prompt handling of grievances and shall in no case exceed fifteen minutes unless further permission is obtained from the Supervisor.

4:03 The Union shall notify the Employer in writing of the name of each steward and the division he/she represents and the name of the chief steward before the Employer shall be required to recognize them.

4:04 The Employer agrees to recognize a Grievance Committee comprised of the chief steward, a steward from the appropriate division and a representative of the Canadian Union of Public Employees.

4:05 A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the union members of the committee.

4:06 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

#### ARTICLE 5 – UNION SECURITY

5:01 The agency shall deduct from each included in the bargaining unit, an amount equal to the monthly union dues for all such employees upon completion of thirty (30) days of employment.

5:02 Deductions shall be made from the first payroll of each month and then shall be forwarded to the National Secretary-Treasurer of the Union not later than the twentieth (20th) day of that month, accompanied by a list of names from whose wages the deductions have been made.

5:03 At the same time that Income Tax (T-4) slips are made available the agency shall type on the amount of Union dues paid by each union member in the previous year.

## ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

- 6:01 The Employer agrees to inform employees with the fact that a Collective Agreement is in effect and to give a copy of the Collective Agreement to the employee along with the name of his/her union steward. The Employer, on a monthly basis shall forward to the Union a list of new employees.

## ARTICLE 7 – NO STRIKES NO LOCKOUTS

- 7:01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there shall be no strike and the Employer agrees that there will be no lockout. The words “strike” and “lockout” shall be defined as in the Ontario Labour Relations Act as amended from time to time.

## ARTICLE 8 – GRIEVANCE PROCEDURE

- 8:01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

- 8:02 An employee (accompanied by a Union Steward if so requested by the employee) who believes that he/she has a justifiable grievance shall so inform his/her supervisor immediately.

The Supervisor shall deliver his/her answer to the employee within three (3) working days on which this was brought to the Supervisor's attention.

Grievances not adjusted at Step 1 may be referred to Step 2.

- 8:03 Referral to Step 2 must be given by the Union within five (5) working days following a decision in Step 1. Such referral shall consist of a written grievance signed by the employee and a steward and shall be submitted to the Coordinator of Personnel. The Coordinator of Personnel or designate shall review the grievance and render a decision in writing within five (5) working days from the date on which the grievance is so presented to Step 2.

- 8:04 Step 3  
Failing satisfactory settlement at Step 2, the grievance shall be referred to the Executive Director by the Union Grievance Committee within five (5) working days following the expiration of the time limits in Step 2. The Executive Director or designate shall convene a meeting of the parties to consider the grievance within five (5) working days of filing the grievance at Step 3. Following such meeting the Executive Director or designate shall have five (5) working days from the date of such meeting to render a decision in writing.

- 8:05 An employee, who has been suspended, terminated, or notified of his termination may submit a grievance directly to Step 3, in accordance with the provision of Clause 8:04.

- 8:06 Grievances must be presented in writing within five (5) working days from the date of incident giving rise to the grievance.

8:07:a Any grievance instituted by management may be referred in writing to the Union Grievance Committee within five (5) working days of the occurrence of the circumstances giving rise to the grievance. The parties shall meet within two (2) working days thereafter with management to consider the grievance or such time as is mutually agreeable to both parties. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration at any time within ten (10) calendar days thereafter, but not later.

8:07:b "A union policy grievance is defined as an alleged violation of the agreement covering all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve."

"Such grievance must be submitted to the Executive Director within five (5) working days of the occurrence of the circumstances giving rise to the grievance. The parties shall meet within two (2) working days thereafter with management to consider the grievance or such time as is mutually agreeable to both parties.

If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration at any time within ten (10) calendar days thereafter but not later."

8:08 Whenever an employee receives a written warning, the Employer shall provide particulars to the employee and the Employer will also note at the bottom of the written warning the following:

"You have the right to discuss this matter with your Union."

8:09 The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand.

8:10 Discharge or Suspension Cases  
Notwithstanding anything in this Agreement, no dispute as to the suspension or discharge of an employee who has not completed the probationary period shall be considered under the grievance procedure or otherwise.

## ARTICLE 9 – ARBITRATION

9:01:a A request for arbitration must be made within thirty (30) days after receiving the answer at Step 3 and no later.

9:01:b When either party request that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial chairperson.

9:02 If the recipient of the notice fails to appoint an arbitrator or if the two nominees fail to agree upon a chairperson, the appointment shall be made by the Minister of Labour upon the request of either party.

9:03 The Arbitration Board shall not have the jurisdiction to amend or add to any of the provisions of this Agreement or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 9:04 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employee. In the event there is no majority decision, the decision of the chairperson shall be the decision of the Board.
- 9:05 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- 9:06 Expenses of the Board  
Each party shall pay:
1. The fees and expenses of the Nominee it appoints.
  2. One-half (1/2) of the fees and expenses of the chairperson.
- 9:07 The time limits fixed in both the grievance and arbitration procedure may be extended by mutual written consent of the parties.
- 9:08 For the purpose of this Agreement the words "working days" shall not include Saturdays, Sundays, or paid holidays.

#### ARTICLE 10 – SENIORITY

- 10:01 Seniority is defined as the length of service in the bargaining unit and shall include service in the bargaining unit with the Employer prior to certification.  
Subject to Article 11:03 seniority shall be used in determining preference for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in the other provisions of this Agreement. Seniority shall operate on a residential care programme basis or service staff basis as the case may be.
- 10:02 Employees who regularly work less than five (5) days a week and forty (40) hours per week shall have their seniority calculated on the following basis:
- 1950 hours of work = one (1) year of seniority.
- For students, 200 shifts shall equal one year of seniority.
- For part-time employees, two hundred (200) shifts of part-time seniority shall equal one (1) year of full-time seniority.
- Shifts shall be counted as each eight (8) hours worked.
- 10:03 A seniority list showing the names of the employees and their most recent date of hire will be posted on the bulletin board at 930 Upper Paradise and distributed to all other locations within thirty (30) days of the commencement date of this Agreement and brought up to date annually thereafter. At the time of initial posting and subsequent revision, a copy of the seniority list shall be given to the Unit Chairperson. If no written protest is received by the Coordinator of Personnel within thirty (30) days of the date posted, such list shall be deemed correct.
- It is understood that there shall be one (1) seniority list for full-time and shortweek employees, and one (1) seniority list for part-time employees.
- 10:04 An employee shall not have seniority rights and will be on probation until after such time as he/she has completed sixty (60) days of work. The Employer and the Union agree to

an extension of the probationary period for a specified period of time. Upon completion of the probationary period, seniority shall date back to the original date of hire.

10:05a An employee shall retain seniority, but shall not accumulate seniority if he/she is absent from work in excess of thirty (30) days because of sickness, disability, accident, layoff, or leave of absence approved by the Employer.

This provision shall apply if the absence is for twelve (12) months or less. At the end of twelve (12) months, the employment status of the employee shall be reviewed.

10:05b An employee injured at work will continue to accumulate seniority while off on Workplace Safety and Insurance Board (WSIB) benefits for the following purposes, namely job postings, vacation scheduling preference, call-in, layoff and recall.

10:06 Seniority shall terminate and an employee shall cease to be an employee when he/she:

1. is discharged for just cause and not reinstated;
2. resigns or retires;
3. subject to Article 10:05, is off work for a continuous period of twelve (12) months;
4. fails to report to work within five (5) working days after being notified by the Employer of recall;
5. fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
6. is absent from work without permission for three (3) consecutive days unless an explanation satisfactory to the Employer is given by the employee.

10:07 a) The Employer will notify the Unit Chairperson as far as possible in advance of any impending layoffs.

b) Layoff and recall shall be on a residential care programme basis or department service staff basis as the case may be, and shall be based on the following factors:

- i) seniority and;
- ii) skill, ability, and knowledge.

All employees who are on layoff will be given job opportunity in the bargaining unit before any new staff is hired providing however, that the factors set out in b) are met.

10:08 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If an employee returns to the bargaining unit such return shall not result in the layoff or bumping of any employee.

#### ARTICLE 11 – JOB POSTING

11:01 In the event permanent new jobs are created or a permanent vacancy occurs in existing classifications, the Employer will post all new jobs or vacancies within the bargaining unit for a period of five (5) working days.



A permanent vacancy is defined as a vacancy which is in excess of three (3) months unless the absence is due to maternity leave, personal leave, parental leave or work related injury, in which case this shall not be considered a permanent vacancy and the job need not be posted. The time limits herein may in other cases be extended by mutual consent.

Part time vacancies need not be posted. However, any employee wishing to increase or decrease his/her hours of work will make such a request in writing to the Coordinator of Personnel. When a part time vacancy becomes available, the Employer will consider the written application in accordance with the criteria set out in Article 11:03.

11:02 Such notice shall contain the following information:

Qualifications, classification, rate of pay, and residential programme area or department concerned, hours of work, required knowledge, and education, skills, and shift.

Such qualifications may not be established in an arbitrary or discriminatory fashion.

11:03 In the event one (1) or more employees apply the Employer shall consider:

- a) seniority and;
- b) skill, ability, and knowledge

It is understood that where the qualifications are relatively equal, then seniority will govern. In the evaluation of an employee's qualifications, the Employer shall be the judge provided however, if an employee believes the proper consideration of his/her qualifications has not been given; he/she may file a grievance under the provisions of Article 8 claiming that the Employer acted in an arbitrary and discriminatory manner.

11:04 The successful applicant shall be placed on trial for a period of sixty (60) days or longer by mutual consent. Conditional on satisfactory service the employee shall be declared permanent after the trial period. Upon successful completion of the trial period, the employee will be placed at the next higher rate (compared to his/her present rate) as per past practise (should this new position be in a higher classification from the previous job), and paid retroactive to but not including the thirtieth day of the trial period.

In the event the employee proves unsatisfactory in the position during the trial period or the employee wishes to return to his/her former position during the trial period, he/she shall be returned to his/her former position and wage without loss of seniority.

11:05 Only the original vacancy need be posted.

## ARTICLE 12 – HOURS OF WORK

12:01 a) Nothing herein shall constitute a guarantee of hours of work per day or per week or number of days per week.

b) The regular hours of work shall be up to eighty (80) hours within a pay period inclusive of a half (1/2) hour paid lunch.

12:02 Employees working a full eight (8) hour shift shall have two (2) ten (10) minute coffee breaks at a time designated by the Employer.

12:03 It is understood that Article 12:01 b) does not apply to part time employees except that a part time employee will be entitled to one (1) ten (10) minute coffee break each half (1/2) shift worked.

12:04 Employees who are required to rotate will be rotated on an equitable basis. This provision does not apply to part time employees.

12:05 It is understood that no employee shall be required to work more than seven (7) days continuously unless an emergency situation exists. Should the employee be required to work more than seven (7) days continuously, he/she shall be paid at overtime rates.

This provision does not apply to part time employees.

12:06 a) Work schedules for all employees shall be posted at least four (4) weeks in advance and remain posted for the duration of the schedule.

Such schedules will be for a six (6) week period.

b) Requests for exchanges of days off or shifts between employees will be made in writing and co-signed by the employees and shall be approved by the Service Coordinator or his /her designate which approval shall not be unreasonably denied, subject to the efficient operation of the agency. No additional cost to the agency shall result from such an exchange.

c) Where two weeks notice of change in schedules is not given, and the Employer requires the employee to report, the employer will pay such employee an additional two (2) hours at regular rates in addition to the hours actually worked by the employee.

It is understood however, that where such change is for more than one (1) day, the above provision shall apply only to the first day. It is also understood that this provision does not apply to part time employees.

12:07 No employee shall be required to work more than three (3) weekends per month. The Employer will attempt to provide more frequent weekends off where possible. It is understood that this provision does not apply to part time employees.

12:08 The Employer shall not require any employee to make a written or verbal agreement contrary to this Collective Agreement unless approval is given by the Union.

#### ARTICLE 13 – SLEEPOVERS

13:01 Employees required to sleepover will be paid according to the wage scale attached. The flat rate will apply unless the employee was disrupted during the night to tend to the needs of a sick resident. In such cases the employee will be paid for the time so lost at regular rates or overtime rates as the case may be. The Employee must report to the supervisor immediately upon getting up.

For the purpose of wage increments, promotions, layoffs, recall, seniority shall accumulate at the rate of eight (8) hours per sleepover.

For the purpose of sick leave and vacation accumulation seniority shall accumulate, on the basis of four (4) hours per sleepover.

13:02 No employee shall be required to perform sleepovers as a condition of employment except as otherwise mutually agreed.

#### ARTICLE 14 – WAGES AND JOB CLASSIFICATION

14:01 The classifications and the rates of pay for each classification shall be those as set out in Appendix “A” attached.

14:02 When a job classification is created or where this is a significant modification to the essential duties of the job, the Union shall be given prior notice in writing.

14:03 If in the opinion of the Employer, a new employee has by reason of previous experience sufficient skill, the Employer may at any time up to the end of the probationary period, credit such previous experience so that it reflects in the rate of pay.

14:04 When an employee, at the request of the Employer, temporarily relieves and performs the principle duties of a higher classification for a period in excess of two (2) hours or more, he/she shall receive the rate of pay for the higher classification. In such cases, payment shall be made from the commencement of the assignment.

14:05 Where an employee at the request of the Employer, performs the principle duties of a position outside the bargaining unit for a period in excess of two (2) hours, then he/she shall receive three dollars and fifty cents (\$3.50) per shift, providing he/she has worked in those duties for the remainder of the shift.

14:06 Where an employee, at the request of the Employer, is temporarily requested to perform the principle duties of a lower classification, his/her rate of pay shall not be reduced.

#### ARTICLE 15 – OVERTIME

15:01 Where hours of work exceed eighty (80) hours in a two (2) week period, the employee shall be paid at time and one half (1½) for all hours in excess of eighty (80) hours.

15:02:a Employees who work overtime will not be required to take time off in regular hours to make up for the overtime worked unless the employee agrees otherwise.

15:02:b At an employee’s request, overtime may be paid by granting lieu time off at the rate of one and one half (1½) times the time so worked. Such time is to be taken within a two (2) week period of a time mutually agreed to by the Employer and the employee.

15:03 Every effort shall be made by the Employer to divide overtime as equally as possible. It is understood that this provision does not apply to part time employees.

15:04 The overtime provisions shall not apply if the employee has requested a shift change pursuant to Article 12:06 b).

ARTICLE 16 – WELFARE

16:01 The Employer agrees to continue its present practice of paying a proportion of the premiums of the following benefits for all its full time employees who have completed the probationary period.

Pension Plan	50%
Group Insurance Plan	100%
Dental Plan	100%
(O.D.A. – 2000 rates effective July 1, 2001)	
Life Insurance	
Dependent Life Insurance	
Short Term Disability	
Long Term Disability	
Drugs	
Semi-Private Coverage	
Vision Care	

16:02 Employees who work between twenty-four (24) and forty (40) hours per week on a regular basis, shall have the same proportionate benefits as the employee who works the full forty (40) hours per week.

ARTICLE 17 – STATUTORY HOLIDAYS

17:01 The Employer recognizes the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
	One Floater

17:02 If a full time employee is required to work on any of the aforementioned holidays, the employee will either

- a) receive payment at time and one half (1 ½) for all hours worked on the holiday in addition to his/her regular rate of pay, or
- b) receive payment at time and one half (1 ½) for all hours worked on the holiday and a lieu day with pay equivalent to the hours worked on the holiday.

17:03:a In the event that a holiday mentioned in Article 17:01 falls within an employee's vacation period, he/she will be granted a day off with pay at his/her straight time rate in lieu thereof, which day off will be added to the employee's vacation period unless the Employer and the employee agree that such day will be taken at another time.

17:03:b In the event that a holiday mentioned in Article 17:01 falls upon an employee's day off, he/she will be granted a day off with pay at his/her straight time rate in lieu thereof. Such day off is to be scheduled within thirty (30) days before or following such holiday.

17:04:a A statutory holiday can be used in the event of a personal emergency. Such request must be made to the Coordinator of Personnel within thirty (30) days before the statutory holiday in question, and the Employer may require verification of the personal emergency.

17:04:b When possible, the Employer shall attempt to arrange schedules so that no employee shall be required to work on both Christmas Day and the following New Year's Day and that an employee may be required to alternate so that if they are required to work Christmas Day one year they may not be required to work Christmas Day the next year. Regular schedules shall be suspended during December 15 –January 15. It is understood that such changes as are necessary will not result in overtime payment.

17:05 Every part time employee who is required to work any of the aforementioned holidays, shall be paid at the rate of time and one half (1 ½) of the employee's regular rate of pay for work performed on such holidays, if not required to work, he/she shall receive holiday pay as per the formula set out in Article 17:06.

17:06 Providing that an employee does not regularly work five (5) days per week and forty (40) hours weekly the payment for statutory holidays shall be based on the following formula:

$$\frac{\text{Number of hours worked during the preceding two pay periods}}{160} \times 8$$

17:07 In order to be entitled to statutory holidays with pay the employee must have completed his/her last scheduled day before the holiday and his/her first scheduled day after the holiday.

#### ARTICLE 18 – VACATION PAY

18:01 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from April 1<sup>st</sup> of any year to March 31<sup>st</sup> of the following year.

Employees shall be entitled to vacation on the following basis:

Less than one year - 4% of gross earnings  
two weeks

One year to twelve years - 6% of gross earnings  
three weeks

Twelve years to seventeen years - 8% of gross earnings  
four weeks

Eighteen years or more - 10% of gross earnings  
five weeks

18:02 An employee must take his/her vacation entitlement in the vacation year it falls.

18:03 All employees' vacation periods shall include the weekend preceding and the weekend after the vacation period.

18:04 Where an employee is not taking his/her entire vacation entitlement at one (1) time, he/she may request that vacation pay is received each time a vacation is taken.

- 18:05:a All requests for vacation shall be submitted to the Coordinator of Personnel by February 1<sup>st</sup>, and a list of vacations granted will be posted by March 15<sup>th</sup>. Vacations not requested within this time frame will be scheduled by the Employer.
- 18:05:b In accordance with the provision of (a) above, and subject to the efficient operation of the agency, vacation requests shall be granted on a seniority basis within each service area or department as the case may be.
- 18:05:c Changes in vacation schedules will be granted provided it does not interfere with the efficient operation of the agency and other vacations already granted.
- Requests for change must be submitted in writing to the Coordinator/Supervisor and approval is to be received before an employee can confirm the change.
- 18:05:d Subject to the following exceptions, vacation will be taken at a minimum of one-week blocks. Upon the mutual agreement of the Employer and the employee, employees may take up to one week's vacation in one or two day periods, subject to the following:
- (i) The employee finds his/her own replacement;
  - (ii) The agreement to replace each other will be put in writing and signed by both employees and submitted to the Coordinator for approval;
  - (iii) It is understood that the Employer will not incur any additional costs whatsoever as a result of the application of this article.
- 18:05:e Employees will be entitled to a maximum of two weeks vacation between the first full week of June up to and including the last full week of September.

#### ARTICLE 19 – SICK LEAVE

- 19:01 Sick leave means the period of time an employee is absent from work by virtue of being sick.
- 19:02 Sick leave benefits for all employees who have completed their probationary period will be applied as follows:
- a) Employees regularly employed for full complement of hours (40 hours per week) will accumulate sick leave on the basis of one and one half (1 ½) days for each month of full-time employment to a maximum of 60 days.
  - b) Employees regularly employed on a short work week (working between 24 and 40 hours per week) will accumulate sick leave credits at the rate of one (1) day for each month of employment to a maximum of 45 days.
  - c) Employees regularly employed as part-time employees (working less than 24 hours per week) will accumulate sick leave credits at the rate of one half day on the completion of each calendar month of active employment to a maximum of 45 days.
- 19:03:a Employees, who have completed the probationary period, shall be credited with three (3) days of sick leave. Sick leave credits may be used only when sickness of the employee forces him/her to remain at home. Sick leave credits used up will be deducted from the total sick leave credits accumulated by the employee.

19:03:b An employee shall not lose accrued sick leave credits nor shall he/she receive payment from the Employer when absent from work due to an injury compensable under the provision of the Workplace Safety & Insurance Board (WSIB).

19:04 An employee may be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. Such certificate shall indicate the name of the medical practitioner and the reason for absence.

#### ARTICLE 20 – LEAVE OF ABSENCE

20:01:a The Employer may grant a leave of absence without pay if an employee requests it in writing from the Employer and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the agency. Leave of absence will be restricted to employees having completed one (1) year of service. Employees with less than one (1) year's seniority will be granted leave of absence at the sole discretion of the Employer.

20:01:b Seniority shall only accumulate for the first thirty (30) days of such leave of absence.

#### 20:02 MATERNITY LEAVE

The provisions of the Employment Standards Act as amended from time to time shall apply.

The following provisions are examples only.

a) Leave of absence for pregnancy without pay will be granted to an employee who has completed thirteen (13) weeks continuous service subject to the following conditions:

i) An employee who is pregnant shall be entitled, upon her application therefore, to a maternity leave of absence of seventeen (17) weeks and a parental leave of up to thirty-five (35) weeks, all in accordance with the Employment Standards Act.

ii) The employee shall give at least four (4) weeks notice of her intention to return to work. Where the actual date of her delivery, and the employee notifies the employer, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery. The employee may, with the consent of the Employer shorten the duration of the leave of absence under this Article upon giving the Employer four (4) weeks notice of her intention and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

iii) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requested the leave of absence and upon her return to work the Employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature.

20:03:a The Employer shall grant each male employee up to two (2) days of leave of absence with pay upon the birth of his child.

20:03:b Further leave of absence without pay may be granted at the discretion of the Executive Director or his/her designate.

#### 20:04 ADOPTION LEAVE

20:04:a Where an employee, with at least twelve (12) months continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to one (1) month duration or such greater times as may be the standard requirement of the adoption agency concerned, up to a maximum aggregate of six (6) months. Such employee shall advise the Employer as far as possible in advance of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for adoption leave shall not be unreasonably withheld.

20:04:b Sub-Section iii) of Article 20:02 shall apply to Adoption Leave. During an Adoption Leave, Pregnancy Leave and Parental Leave, seniority shall accumulate as per Employment Standards Act as set out from time to time.

#### 20:05 BEREAVEMENT LEAVE

20:05:a When a death occurs in the employee's immediate family, he/she shall be paid at his/her regular rate for the time necessary to make arrangements for or attend the funeral up to a maximum of three (3) days, providing the employee was scheduled to work those days.

It is agreed that immediate family shall mean the employee's father, mother, brother, sister, child, husband, wife, mother-in-law, father-in-law, grandparents, grandchildren, common-law-spouse, step-children, children of common-in-law spouse, same sex spouse and guardian.

20:05:b One (1) working day leave of absence with pay shall be allowed for the purpose of attending the funeral of an employee's brother-in-law, sister-in-law, uncle, aunt, providing the employee was scheduled to work on that day.

20:05:c Additional travel time, for the purposes of attending the funeral may be provided without pay.

#### 20:06 PAY JURY DUTY OR CROWN WITNESS LEAVE

The Employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a Juror or is subpoenaed as a Crown Witness. The Employer shall pay such employee the difference between his/her normal earnings and the payment received for Jury Duty or Crown Witness. The employee will present proof of service and the amount of pay received. The employee is required to notify the Employer as soon as possible for selection for Jury Duty or Crown Witness.



#### 20:07 LEAVE OF ABSENCE FOR UNION FUNCTIONS

Upon request of the Employer at least four (4) weeks in advance, two (2) employees at a time during the contract year may be allowed an unpaid leave of absence up to thirty (30) days to attend Union functions.

It is understood that the total number of days shall not exceed thirty (30) days per year for the entire bargaining unit. Upon request from the Union the Employer may grant additional time.

The Employer shall maintain the regular wages of an employee absent on such leave and shall be reimbursed by the Union for same.

#### ARTICLE 21 – PAYMENT OF WAGES

21:01 The Employer shall pay wages on a bi-weekly basis in accordance with Appendix “A” attached hereto and forming part of this Agreement.

#### ARTICLE 22 – MEDICAL ATTENTION

22:01 Transportation to the nearest physician or hospital for employees requiring medical attention as a result of an accident during working hours shall be arranged by the Employer.

#### ARTICLE 23 – UNION BULLETIN BOARDS

23:01 The Employer will send notices to all locations. All notices must be signed by the proper officers of the Union and approved by the Employer before being circulated.

23:02 Correspondence between the Executive Director or his/her designate shall be addressed to the Unit Chairperson or his/her designate.

#### ARTICLE 24 – COPIES OF THE AGREEMENT

24:01 The Employer and the Union will share equally in the reasonable cost of the printing of the Collective Agreement.

#### ARTICLE 25 – ACCESS TO RECORDS

25:01 An employee shall have the right on a reasonable basis to review his/her personnel file and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record. A request by an employee to review his/her file to this Article shall be made in writing by the employee.

#### ARTICLE 26 – TERM OF THE AGREEMENT

26:01 This Agreement shall be binding and remain in effect from April 1, 1998 to March 31, 2001 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

26:02 In the event of such notification being given as to the amendment of this Agreement, negotiations between the parties shall begin with fifteen (15) days following such notification or a time mutually agreed to by the parties.

#### ARTICLE 27 - POSTIVE WORK ENVIRONMENT

27:01 The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code in order to provide a discrimination and harassment free work environment.

Letter of Understanding Re: Use of Contract Workers remains for the duration of the renewed Collective Agreement.

Wages and benefits upon receipt of funding from the Ministry of Community Living, Family and Children Services – the following payments will be made:

- (a) Pay Equity adjustments (retroactive to the first full pay in January, 2002) 1% payment, which is inclusive of wages and benefits, will be paid out on the first full pay period following receipt of the money.
- (b) (i) 3% increase in wages-retro to the first full pay period in September 2002.
  - (ii) 1.5% increase in wages-retro to the first full pay in January 2003. Retroactive pay and the new base rate adjustments will be made on the second full pay period following receipt of the money.

The term of the Collective Agreement shall be from April 1, 2002 - March 31, 2004.



## Letter of Understanding

“Where the Employer wishes to use contract workers, before doing so, the Employer agrees to discuss this with the union, to see if there are any practical alternatives.”

					Appendix "A"
<b>Effective First Full Pay September, 1998</b>			.75% increase		
<b>Classification</b>	<b>Probation</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Student	9.06	9.39	9.70	10.02	10.37
Support Aide	9.75	10.24	10.70	11.15	11.63
Support Worker	9.98	10.56	11.18	11.79	12.35
Team Leader	11.72	12.10	12.47	12.85	13.21
Hsk, Kit Aide	9.41	9.81	10.22	10.61	11.02
Maint Aide	8.99	9.39	9.79	10.19	10.60
Hsk, Kit Worker	9.60	10.16	10.73	11.27	11.84
Maint Worker	9.19	9.74	10.32	10.86	11.43
Receptionist	9.37	9.76	10.14	10.53	10.92
Records Clerk	9.19	9.57	9.94	10.33	10.75
Dept. Assistant	11.96	12.41	12.87	13.32	13.76
Kinesiologist	14.97	15.30	15.67	16.01	16.34
Worker II	11.18	11.53	11.84	12.15	12.47
Sleepover Rate		61.73			

					Appendix "A"
<b>Effective First Full Pay April, 1999</b>			.50% increase		
<b>Classification</b>	<b>Probation</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Student	9.10	9.44	9.75	10.07	10.42
Support Aide	9.80	10.29	10.75	11.21	11.68
Support Worker	10.03	10.61	11.24	11.85	12.41
Team Leader	11.78	12.16	12.54	12.91	13.27
Hsk, Kit Aide	9.46	9.86	10.27	10.66	11.08
Maint Aide	9.03	9.44	9.84	10.24	10.65
Hsk, Kit Worker	9.65	10.21	10.78	11.33	11.90
Maint Worker	9.23	9.79	10.37	10.92	11.48
Receptionist	9.42	9.81	10.19	10.58	10.98
Records Clerk	9.23	9.62	9.99	10.38	10.80
Dept. Assistant	12.02	12.47	12.93	13.39	13.83
Kinesiologist	15.05	15.38	15.74	16.09	16.42
Worker II	11.24	11.58	11.90	12.21	12.54
Sleepover Rate		62.04			

					Appendix "A"
<b>Effective First Full Pay April, 1999</b>		Includes Pay Equity and .50% Increment			
<b>Classification</b>	<b>Probation</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Student	9.59	9.93	10.24	10.56	10.91
Support Aide	10.24	10.73	11.19	11.65	12.12
Support Worker	10.46	11.04	11.67	12.28	12.84
Team Leader	12.17	12.55	12.93	13.30	13.66
Hsk, Kit Aide	9.92	10.32	10.73	11.12	11.54
Maint Aide	9.03	9.44	9.84	10.24	10.65
Hsk, Kit Worker	10.11	10.67	11.24	11.79	12.36
Maint Worker	9.23	9.79	10.37	10.92	11.48
Receptionist	9.88	10.27	10.65	11.04	11.44
Records Clerk	9.23	9.62	9.99	10.38	10.80
Dept. Assistant	12.41	12.86	13.32	13.78	14.22
Kinesiologist	15.44	15.77	16.13	16.48	16.81
Worker II	11.24	11.58	11.90	12.21	12.54
Sleepover Rate		63.76			

					Apprndix "A"
<b>Effective First Full Pay January, 2000</b>			.50% Increase		
<b>Classification</b>	<b>Probation</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Student	9.64	9.98	10.29	10.62	10.96
Support Aide	10.29	10.78	11.25	11.71	12.19
Support Worker	10.52	11.10	11.73	12.34	12.91
Team Leader	12.23	12.61	12.99	13.37	13.73
Hsk, Kit Aide	9.97	10.37	10.78	11.18	11.59
Maint Aide	9.08	9.48	9.89	10.29	10.71
Hsk, Kit Worker	10.16	10.72	11.30	11.85	12.42
Maint Worker	9.28	9.84	10.42	10.97	11.54
Receptionist	9.93	10.32	10.70	11.10	11.49
Records Clerk	9.28	9.67	10.04	10.43	10.86
Dept. Assistant	12.47	12.93	13.39	13.84	14.29
Kinesiologist	15.51	15.85	16.22	16.56	16.90
Worker II	11.30	11.64	11.96	12.27	12.60
Sleepover Rate		64.08			

Wage re-opener provided that the Agency receives Government funding for wage enhancement, the employer agrees to a wage re-opener (wages only) in the 3<sup>rd</sup> year of the contract commencing April 1, 2000.



					Appendix "A"
<b>Effective First Full Pay April, 2001</b>			1.0% Increase		
<b>Classification</b>	<b>Probation</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Student	9.7364	10.0798	10.3929	10.7262	11.0742
Support Aide	10.3955	10.8888	11.3616	11.8241	12.3072
Support Worker	10.6252	11.2110	11.8473	12.4634	13.0391
Team Leader	12.3523	12.7361	13.1199	13.5037	13.8673
Hsk, Kit Aide	10.0664	10.4775	10.8886	11.2894	11.7108
Maint Aide	9.1678	9.5789	9.9900	10.3908	10.8171
Hsk, Kit Worker	10.2616	10.8269	11.4127	11.9677	12.5460
Maint Worker	9.3733	9.9386	10.5244	11.0794	11.6528
Receptionist	10.0252	10.4261	10.8103	11.2072	11.0680
Records Clerk	9.3733	9.7639	10.1442	10.5347	10.9664
Dept. Assistant	12.5956	13.0581	13.5206	13.9831	14.4385
Kinesiologist	15.6686	16.0078	16.3778	16.7272	17.0664
Worker II	11.4083	11.7578	12.0764	12.3950	12.7287
Sleepover Rate		64.7196			



Effective First Full Pay October, 2001			1.0% Increase		Appendix "B"
Classification	Probation	Start	Year 1	Year 2	Year 3
Student	9.8338	10.1806	10.4968	10.8335	11.1849
Support Aide	10.4995	10.9977	11.4752	11.9423	12.4303
Support Worker	10.7315	11.3231	11.9658	12.588	13.1695
Team Leader	12.4758	12.8635	13.2511	13.6387	14.006
Hsk, Kit Aide	10.1671	10.5823	10.9975	11.4023	11.8279
Maint Aide	9.2595	9.6747	10.0899	10.4947	10.9253
Hsk, Kit Worker	10.3642	10.9352	11.5268	12.0874	12.6715
Maint Worker	9.467	10.038	10.6296	11.1902	11.7693
Receptionist	10.1255	10.5304	10.9184	11.3193	11.7187
Records Clerk	9.467	9.8615	10.2456	10.64	11.0761
Dept. Assistant	12.7216	13.1887	13.6558	14.1229	14.5829
Kinesiologist	15.8253	16.1679	16.5416	16.8945	17.2371
Worker II	11.5224	11.8754	12.1972	12.519	12.856
Sleepover Rate		65.3668			

Effective First Full Pay January, 2002			Pay Equity Adjustment for 1999, 2000, 2001		Appendix "B"
Classification	Probation	Start	Year 1	Year 2	Year 3
Student	10.1562	10.5030	10.8192	11.1559	11.5073
Support Aide	10.8219	11.3201	11.7976	12.2647	12.7527
Support Worker	11.0539	11.6455	12.2882	12.9104	13.4919
Team Leader	12.7982	13.1859	13.5735	13.9611	14.3284
Hsk, Kit Aide	10.5143	10.9295	11.3447	11.7495	12.1751
Maint Aide	9.2595	9.6747	10.0899	10.4947	10.9253
Hsk, Kit Worker	10.7114	11.2824	11.8740	12.4346	13.0187
Maint Worker	9.4670	10.0380	10.6296	11.1902	11.7693
Receptionist	10.4975	10.9024	11.2904	11.6913	11.5507
Dept. Assistant	13.0440	13.5111	13.9782	14.4453	14.9053
Kinesiologist	16.0981	16.4407	16.8144	17.1673	17.5099
Worker II	11.5224	11.8754	12.1972	12.5190	12.8560
Sleepover Rate		66.9670			

Effective January 14, 2002			Revitalization Adjustment		Appendix "B"
Classification	Probation	Start	Year 1	Year 2	Year 3
Student	10.2831	10.6343	10.9544	11.2953	11.6511
Support Aide	10.9572	11.4616	11.9451	12.4180	12.9121
Support Worker	11.1921	11.7911	12.4418	13.0718	13.6605
Team Leader	13.1182	13.5155	13.9128	14.3101	14.6866
Hsk, Kit Aide	10.6457	11.0661	11.4865	11.8964	12.3273
Maint Aide	9.3752	9.7956	10.2160	10.6259	11.0619
Hsk, Kit Worker	10.8453	11.4234	12.0224	12.5900	13.1814
Maint Worker	9.5853	10.1635	10.7625	11.3301	11.9164
Receptionist	10.6288	11.0387	11.4315	11.8374	11.6951
Dept. Assistant	13.2071	13.6800	14.1529	14.6259	15.0916
Kinesiologist	16.2993	16.6462	17.0246	17.3819	17.7288
Worker II	11.6664	12.0238	12.3497	12.6755	13.0167
Sleepover Rate		67.8041			





Effective First Full Pay October, 2001			1.0% Increase		Appendix "B"
Classification	Probation	Start	Year 1	Year 2	Year 3
Student	9.8338	10.1806	10.4968	10.8335	11.1849
Support Aide	10.4995	10.9977	11.4752	11.9423	12.4303
Support Worker	10.7315	11.3231	11.9658	12.5880	13.1695
Team Leader	12.4758	12.8635	13.2511	13.6387	14.0060
Hsk, Kit Aide	10.1671	10.5823	10.9975	11.4023	11.8279
Maint Aide	9.2595	9.6747	10.0899	10.4947	10.9253
Hsk, Kit Worker	10.3642	10.9352	11.5268	12.0874	12.6715
Maint Worker	9.4670	10.0380	10.6296	11.1902	11.7693
Receptionist	10.1255	10.5304	10.9184	11.3193	11.7187
Dept. Assistant	12.7216	13.1887	13.6558	14.1229	14.5829
Kinesiologist	15.8253	16.1679	16.5416	16.8945	17.2371
Worker II	11.5224	11.8754	12.1972	12.5190	12.8560
Sleepover Rate		65.3668			





Effective First Pay of January, 2002			Pay Equity Adjustment for 1999, 2000, 2001		Appendix "B"
Classification	Probation	Start	Year 1	Year 2	Year 3
Student	10.1562	10.5030	10.8192	11.1559	11.5073
Support Aide	10.8219	11.3201	11.7976	12.2647	12.7527
Support Worker	11.0539	11.6455	12.2882	12.9104	13.4919
Team Leader	12.7982	13.1859	13.5735	13.9611	14.3284
Hsk, Kit Aide	10.5143	10.9295	11.3447	11.7495	12.1751
Maint Aide	9.2595	9.6747	10.0899	10.4947	10.9253
Hsk, Kit Worker	10.7114	11.2824	11.8740	12.4346	13.0187
Maint Worker	9.4670	10.0380	10.6296	11.1902	11.7693
Receptionist	10.4975	10.9024	11.2904	11.6913	11.5507
Dept. Assistant	13.0440	13.5111	13.9782	14.4453	14.9053
Kinesiologist	16.0981	16.4407	16.8144	17.1673	17.5099
Worker II	11.5224	11.8754	12.1972	12.5190	12.8560
Sleepover Rate		66.9670			



Effective January 14, 2002			Revitalization Adjustment		Appendix "B"
Classification	Probation	Start	Year 1	Year 2	Year 3
Student	10.2831	10.6343	10.9544	11.2953	11.6511
Support Aide	10.9572	11.4616	11.9451	12.4180	12.9121
Support Worker	11.1921	11.7911	12.4418	13.0718	13.6605
Team Leader	13.1182	13.5155	13.9128	14.3101	14.6866
Hsk, Kit Aide	10.6457	11.0661	11.4865	11.8964	12.3273
Maint Aide	9.3752	9.7956	10.2160	10.6259	11.0619
Hsk, Kit Worker	10.8543	11.4234	12.0224	12.5900	13.1814
Maint Worker	9.5853	10.1635	10.7625	11.3301	11.9164
Receptionist	10.6288	11.0387	11.4315	11.8374	11.6951
Dept. Assistant	13.2071	13.6800	14.1529	14.6259	15.0916
Kinesiologist	16.2993	16.6462	17.0246	17.3819	17.7288
Worker II	11.6664	12.0238	12.3497	12.6755	13.0167
Sleepover Rate		67.8041			