

Collective Agreement

-between-

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

-and-

Canadian Union of Public Employees, and its Local 3943
(Rygiel Supports for Community Living Unit)
(Hereinafter referred to as the "Union")

RECEIVED

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Article 1 - Purpose

- 1.01** Whereas the purpose of this Agreement is to maintain the existing harmonious relationship and settled conditions of employment between the agency and its employees and 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 employees of RYGIEL Supports for Community Living in the regional municipality 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 Supervisor.
- 2.02** The term "employee" or "employees" as used in this Agreement shall mean any persons 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.
- 2.06** 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. (previously 12.08)

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, Human Resources Policies necessary therefore but such rules and regulations shall not be

inconsistent with the provisions of this agreement. It 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 alteration or changes.

- b) Hire, discharge, transfer, promote, demote, classify, or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, classification or claim that an employee who completed his/her probationary period and has been discharged, suspended or disciplined without a just 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 and a Unit Chair 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.
 - iii) If a disciplinary meeting is to be held, the Employer will inform the employee of their right to have a union steward present during a disciplinary meeting.

- 4.03 The Union shall notify the Employer in writing of the name of each steward and the name of the chief steward and the Unit Chair before the Employer shall be required to recognize them.
- 4.04 The Employer agrees to recognize a Grievance Committee comprised of the chief steward or Unit Chair (not both), a steward and a representative of the Canadian Union of Public Employees.
- 4.05 A Union Bargaining Committee shall be determined by the Union and consist of not more than three (3) members of the Union and up to five (3) provided that the two additional members come from different classifications. 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.
- 4.07 In it is understood that the Unit chairperson must be an employee of 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 (with a copy to the Unit Chair) 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 Step 1

An employee who believes that he/she has a justifiable grievance, shall so inform his/her Departmental Director within 2 days of the event giving rise to the grievance or ought to have been aware of the event giving rise to the grievance. The grievance shall be in writing signed by the grievor. The Departmental Director shall review the grievance and render a decision in writing within 5 working days from the date on which the grievance was presented to the Departmental Director.

8.03 Step 2

Failing satisfactory settlement at Step 1, 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 1. 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 2. 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.

8.04 An employee, who has been suspended, terminated, or notified of his termination may submit a grievance directly to Step 2, in accordance with the provision of Clause 8:03.

8.05 Step 2 grievances must be presented in writing within five (5) working days from the date of incident giving rise to the grievance.

8.06 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.

- 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.

- 8.07** 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."

- 8.08** The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand.

8.09 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 as such suspension or discharge will be in the sole discretion of management and will not constitute a dispute between the parties. This provision does not apply if the dispute involves an alleged breach of the *Human Rights Code*.

- 8.10** Where there is an allegation of abuse, the person who is accused of abuse may have the right to a Union steward, if requested, during the interview of that person.

Article 9 - Arbitration

- 9.01** a) A request for arbitration must be made within thirty (30) days after receiving the answer at Step 2 and no later.
- b) When either party requests 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 statutory 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 Director of Human Resources 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 short week 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.

10.05 a) 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 layoff, or leave of absence approved by the Employer.

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This provision shall apply if the absence is for eighteen (18) months or less. At the end of eighteen (18) months, the employment status of the employee shall be reviewed.

- b) An employee who is absent from work due to accident, disability or sickness and an employee who is 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 eighteen (18) 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** a) No employee shall be transferred to a position outside the bargaining unit without his/her consent. Subject to b) below, 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 and up to a maximum of 6 months.
- b) Unless a bargaining unit employee is replacing a non bargaining unit employee who is on sick leave, it is understood that no employee will be out of the bargaining unit for more than six months. If the employee is not returned to the bargaining unit prior to the expiration of the sixth month, the employee will not have the opportunity to return and the employee's position will be posted.

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 seven (7) 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 Director of Human Resources. 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** a) In the event one (1) or more employees apply the Employer shall consider:
- i) seniority and;
 - ii) skill, ability, and knowledge

- b) Subject to c), 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.
- c) In cases of a lateral move in the same classification, providing the employee has the requisite skill, ability, knowledge as set out in b) above, seniority will govern.
- d) The Employer will inform the Union, in writing, of the name of the successful applicant.

11.04 The successful applicant shall be placed on trial for a period of sixty (6.0) days or longer by mutual consent between the Employer and the Union. 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 practice (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.
- 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.
- d) Maintenance employees asked to be on call will be paid \$20.00 per day for being on call. In the event the maintenance employee is called into work, she/he shall be paid a minimum of two (2) hours at their regular rate of pay, or if in excess of two (2) hours, then the hours actually worked at the appropriate rate of pay.
- 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 Call In

Where it is necessary to call in employees for a particular work location, employees will be called in on the basis of seniority and their availability providing:

- a) that the employee is best able to meet the needs of the individuals being supported and,
- b) this does not result in overtime payment.

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**
- a) 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;
 - b) If the local union challenges the rate, it shall have the right to request, in writing, a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. A request must be made within ten (10) working days after the receipt of notice from the Employer of such new occupational changed rate;

- c) If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within twenty (20) working days of such meeting. The decision of the Board of Arbitration, or the Arbitrator, as the case may be, shall be based upon a comparison with the rates for other classifications within the establishment having regard to the nature of the work and the requirements of such classification.

- 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 (1 ½) 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.
 - b) At an employee's request, overtime may be paid by granting lieu time off at the rate of one and one half (1 ½) times the time so worked. Such time is to be taken within an eight (8) week period of a time mutually agreed to by the Employer and the employee.

Employees with an existing lieu bank shall meet with their supervisor to develop a jointly agreed to plan to use their bank. The Employer will not unreasonably deny the Employee's request. However, if the parties fail to agree, the Employer may assign the lieu time unilaterally prior to March 31.

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. - Effective 1 st full pay period from the date of ratification - rate goes to 2008)		
(O.D.A. - Effective 1 st full pay period in April 2010 - rate goes to 2009)		
Life Insurance		
Dependent Life Insurance		
Short Term Disability		
Long Term Disability		
Drugs		
Semi-Private Coverage		
Vision Care - Effective 2 nd year of Collective Agreement, 1 st full pay period in April 2010 - Increase to \$200.00 and an eye exam one (1) time every two (2) years.		

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

Such time off shall be scheduled within thirty (30) days before or after such holidays unless otherwise required.

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.

- 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 Service Coordinator or Supervisor within thirty (30) days before the statutory holiday in question, and the Employer may require verification of the personal emergency.

- 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, unless the employee has reasonable cause for not working these days.

Article 18 – Vacation Pay

18.01 For the purpose of calculating vacation and eligibility for vacation, the vacation year shall be from April 1st of any year to March 31st 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 eight years - 6% of gross earnings three weeks

Nine years to fifteen years - 8% of gross earnings four weeks

Sixteen to twenty-four years - 10% of gross earnings five weeks

Twenty-five or more years - 12% of gross earnings six weeks

18.02 a) An employee must take his/her vacation entitlement in the vacation year it falls.

- b) Where an employee is hospitalized within one (1) week prior to her scheduled vacation and remains in hospital at the time the vacation was to begin, the period for which the employee remains in hospital (when she would otherwise have been on vacation) will be rescheduled at a mutually agreeable time, but within the calendar year. If no agreement, then at a time scheduled by the Employer.

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 All requests for vacation shall be submitted to the Director of Human Resources by February 1st, and a list of vacations granted will be posted by March 31st.

- a) Vacations not requested within this time frame will be scheduled by the Employer.
- 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.
- 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.

- 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.

- e) Employees will be entitled to a maximum of two weeks vacation between the first full week of May up to and including the last full week of September. The Union agrees that regular scheduling as set out in the Collective Agreement is suspended during these months.

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 1/2) days for each month of fulltime 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.
 - 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.
- 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 is later than the estimated 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.
- 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

- 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.
- 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

- a) When a death occurs of a spouse/partner or child of the employee, the employee 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 four (4) days, providing the employee was scheduled to work those days.
- b) 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 (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, mother-in-law, father-in-law, grandparents, grandchildren, step-children, children of common-law spouse, and guardian.

- c) 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.

- d) 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 forty-five (45) days to attend Union functions.

It is understood that the total number of days shall not exceed forty-five (45) 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. During such leave, seniority will continue to accumulate.

The Employer shall submit to the Union Local 3943 Treasurer and the Unit Chair any remuneration to be paid by the Union by the 20th of each month.

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 or injury during working hours shall be arranged by the Employer.

Article 23 - Internal Communications

- 23.01 a) 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.
- b) Upon request, the Employer shall provide the Union with a list of all current employees and their mailing addresses. It is understood that such requests shall not be made any more than three (3) times per year.
- 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, 2009 to March 31, 2011 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.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on this 11th day of December, 2009

Dated at Hamilton, Ontario this

21st day of July, 2010

Sylvia Brown, B. P. S. Stankovic
For the Union

Mauroccio, Allen Murray, Chris Berone
For the Employer

Article 27 – Positive 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
- 27.02** The Employer and the Union are jointly committed to re-integrating employees who have suffered a permanent full or partial injury or illness, back into the workplace. The Employer will work with the employee to identify work suitable for that employee returning to work and requiring accommodation.

The Employer and the Union agree that employees who have been off work due to injury, accident or illness resulting in temporary/permanent impairment or disability should be returned to active employment as quickly as possible.

The Employee may notify the Union prior to returning to work on a modified return to work program should they wish Union involvement in any planning meetings. The purpose of the meetings will be to review employment possibilities for these employees and to identify positions to which they could return, as supported by medical documentation.

The Employer shall notify the Union at each Labour Relations meeting of the employees who have returned to work on a modified program.

The Employer agrees to supply the Union with a copy of the WSIB Employer Report & Accidental Injury or Industrial Disease Form at the same time as the form is sent to the Board in accordance with the Occupational Health and Safety Act – Accident Notices and Reports under section 51 – 53.

Article 28 – Mandatory Training

- 28.01** The employer will pay the registration fee for the combined First Aid/CPR course every three years subject to renewal being done within the specified time for recertification. Employees will be required to attend a CPR refresher course at a time to be scheduled by the Employer.

APPENDIX A

Effective First Full Pay Period in April 2009 (\$0.50)

Appendix A

Classification	Probation	Start	Year 1	Year 2	Year 3
Student	14.0705	14.4994	14.8904	15.3068	15.7414
Support Aide	14.8938	15.5099	16.1004	16.6780	17.2815
Support Worker	15.1087	15.9122	16.7071	17.4766	18.1956
Hsk, Kit Aide*	14.0473	14.5415	15.0357	15.5176	16.0241
Maint Aide	13.0080	13.5215	14.0350	14.5356	15.0682
Hsk, Kit Worker*	14.2820	14.9615	15.6657	16.3329	17.0281
Maint Worker	14.4243	15.1305	15.8621	16.5553	17.2713
Receptionist	14.5640	15.0647	15.5444	16.0402	15.8664
Team Leader	17.5986	18.1762	18.7538	19.3315	19.9003
Kinesiologist	21.3136	21.7373	22.1995	22.6359	23.0596
Worker II	16.9661	17.4026	17.8007	18.1986	18.6153

Sleepover Rate \$92.00

*Housekeeping rate will remain frozen for the term of the Collective Agreement. It is being understood, however, that current employees will receive the annual Incremental increase as set out above and Appendix "C" will be amended accordingly. If this is not in compliance with Pay Equity legislation, the parties will meet to ensure compliance prior to March 31, 2010.

APPENDIX B

Appendix
 B

Effective First Full Pay Period in April 2010 (\$0.040)

Classification	Probation	Start	Year 1	Year 2	Year 3
Student	14.4705	14.8994	15.2904	15.7068	16.1414
Support Aide	15.2938	15.9099	16.5004	17.0780	17.6815
Support Worker	15.5087	16.3122	17.1071	17.8766	18.5956
Hsk, Kit Aide*	14.4473	14.9415	15.4357	15.9176	16.4241
Hsk, Kit Worker*	14.6820	15.3615	16.0657	16.7329	17.4281
Receptionist	14.9640	15.4647	15.9444	16.4402	16.2664
Team Leader	17.9986	18.5762	19.1538	19.7315	20.3003
Kinesiologist	21.7136	22.1373	22.5995	23.0359	23.4596
Worker II	17.3661	17.8026	18.2007	18.5986	19.0153

Sleepover Rate \$95.20

*Housekeeping rate will remain frozen for the term of the Collective Agreement. It being understood, however, that current employees will receive the annual Incremental increase as set out above and Appendix "C" will be amended accordingly. If this is not in compliance with Pay Equity legislation, the parties will meet to ensure compliance prior to March 31, 2010.

Maintenance classification will receive an additional 1% wage increase in the first full pay period in January 2010. See scale Appendix B-1

APPENDIX B-1

Effective First Full Pay Period in January 2010 (1%)

Appendix B-1

Classification	Probation	Start	Year 1	Year 2	Year 3
Maint Aide	13.1380	13.6567	14.1754	14.6810	15.2189
Maint Worker	14.5685	15.2818	16.0207	16.7209	17.4440

Effective First Full Pay Period in April 2010 (\$0.40)

Maint Aide	13.5380	14.0567	14.5754	15.0810	15.6189
Maint Worker	14.9685	15.6818	16.4207	17.1209	17.8440

Appendix "C"

Letter of Understanding
-between-
Rygiel Supports for Community Living
(Hereinafter referred to as the "Employer")
-and-
Canadian Union of Public Employees, and its Local 3943
(Rygiel Supports for Community Living Unit)
(Hereinafter referred to as the "Union")

Housekeepers/Kitchen Workers hired prior to April 1, 2007 will be "red circled" at the rates for this position

Housekeepers/Kitchen Workers hired prior to April 1, 2007 will receive an hourly increase equal to the following:

- a) \$0.50 (fifty cents) effective the 1st full pay April 2009
\$0.40 (forty cents) effective the 1st full pay April 2010
- b) Pay Equity in 2010 if applicable

⇒

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this

Dated at Hamilton, Ontario this

29 day of July, 2010

S. Stankovic, B. P... S. Stankovic
For the Union

Marcaccio, Ellen Murray, Chris Buone
For the Employer

Appendix "D".

Letter of Understanding
-between-
Rygiel Supports for Community Living
(Hereinafter referred to as the "Employer")
-and-
Canadian Union of Public Employees, and its Local 3943
(Rygiel Supports for Community Living Unit)
(Hereinafter referred to as the "Union")

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

The Employer agrees that no employee shall suffer a loss of income or a reduction in hours as result of the Employer contracting out work or services normally performed by bargaining unit members.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this

____ 29 ____ day of ____ July ____, 2010

Sylvia Brown, B. Pica, S. Starkovic
For the Union

Maureen, Allen Murray, Chris Bevan
For the Employer

Appendix "E"

Letter of Understanding
-between-
Rygiel Supports for Community Living
(Hereinafter referred to as the "Employer")
-and-
Canadian Union of Public Employees, and its Local 3943
(Rygiel Supports for Community Living Unit)
(Hereinafter referred to as the "Union")

This will confirm the understanding of the parties during the term of the Collective Agreement which expires March 31, 2011 with respect to the following matters:

In the event that the Ministry of Community and Social Services provides the Employer with targeted wage gap funding for the years 2010 - 2011 which exceeds the wage and benefit increase negotiated for the year 2010 -2011, respective members of the Labour Management Committee shall meet to negotiate implementation of any targeted wage gap funding to wages and/or benefits.

It is further agreed that the Labour Management Committee will meet to negotiate allocation of any other additional funding targeted to wages and/or benefits flowing from the Ministry.

It is understood that the CUPE National Representative shall participate in these negotiations.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this

____ 29 ____ day of ____ July ____, 2010

S. Stankovic, B. Poon S. Stankovic
For the Union

Mauro Allen Murray, Chris Baccione
For the Employer

Appendix "F"

Letter of Understanding
-between-
Rygiel Supports for Community Living
(Hereinafter referred to as the "Employer")
-and-
Canadian Union of Public Employees, and its Local 3943
(Rygiel Supports for Community Living Unit)
(Hereinafter referred to as the "Union")

The Employer and the Union recognize their respective and joint obligations to provide and maintain a safe and health workplace.

Workplace violence policy will be reviewed annually and amended jointly, if possible by the Labour Management Committee.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this

____ 29 ____ day of ____ July ____, 2010

Sylwia Kozłowski, B. P. S. Stanković
For the Union

Marcusio, Ellen Murray, Chris Bouene
For the Employer

Appendix "G"

Letter of Understanding
-between-
Rygiel Supports for Community Living
(Hereinafter referred to as the "[Employer]")
-and-
Canadian Union of Public Employees, and its Local 3943
(Rygiel Supports for Community Living Unit)
(Hereinafter referred to as the "Union")

The Employer agrees to continue lobbying the Provincial Government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this lobbying has been and will continue to be for improved wages, benefits, pensions and working conditions for the workers within the sector, as well as support for strong community infrastructure to ensure equal access across the province.

The Employer further agrees once again to attend a forum hosted by CUPE where the concept of central bargaining will be explored.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this

____ 29 ____ day of ____ July ____, 2010

S. Storkovic, B.P. S. Storkovic
For the Union

Mauricio, Ellen Murray, Chris B. Bore
For the Employer

Appendix "H"

Letter of Understanding
-between-
Rygiel Supports for Community Living
(Hereinafter referred to as the "Employer")
-and-
Canadian Union of Public Employees, and its Local 3943
(Rygiel Supports for Community Living Unit)
(Hereinafter referred to as the "Union")

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

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this

29 day of July, 2010

Sylvia Gross, B. Penn, S. Stankovic
For the Union

Maicaccio, Ellen Murray, Chris Bauere
For the Employer

Appendix "I"

Letter of Understanding
~between~
Rygiel Supports for Community Living
(Hereinafter referred to as the "Employer")
-and-
Canadian Union of Public Employees, and its Local 3943
(Rygiel Supports for Community Living Unit)
(Hereinafter referred to as the "Union")

If the government requires that employees possess certain qualifications to do existing jobs, the Employer will deem the employees in possession of the existing jobs to be qualified to perform their current jobs, unless prohibited by the legislation or governmental requirement.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives on this

____ 29 ____ day of ____ July ____, 2010

Sylvia Brown, B. Re S. Storkovic
For the Union

Alma Maccario, Glenn Murray, Chris Barone
For the Employer

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